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Autopay Service Regulations

§ I - Preliminary provisions

1. In accordance with the requirements of the Act of 18 July 2002 on electronic services (Journal of Laws No. 144, item 1204), Blue Media S.A. with its registered office in Sopot sets out these Regulations.
2. The entity providing the services described in the Regulations is Blue Media Spółka Akcyjna (a public corporation) with its registered office in Sopot at 6 Powstańców Warszawy Street, Postcode: 81-718, entered into the Register of Entrepreneurs kept by the District Court Gdańsk-Północ VIII Commercial Division of the National Court Register under KRS number 0000320590, NIP 585-13-51-185, Regon 191781561, with a share capital of PLN 2,000,000 (fully paid-up).
3. Pursuant to the Regulations, Blue Media S.A. with its registered office in Sopot renders Services to the User within the Autopay Application.

§ II - Definitions

1. **Application** - Autopay Application; one of the functionalities of the Website enabling the User to use the Services available on the Website (in the event that it is made available by the Company on the Website) or via other access channels indicated in the Regulations, including the User's electronic banking or mobile application Autopay by blue media installed on the User's Device, whose administrator and owner is the Company.
2. **Motorway** - the motorway (or its section) on which the Drive is made and paid for by the User through the Application pursuant to the rules set forth in the Regulations and Appendix 1 to the Regulations (Appendix 1 - "Detailed rules for the provision of a Motorway Service"); the list of Motorways supported by the Application constitutes Appendix 2 to the Regulations (Appendix 2 - "List of Motorways and Operators").
3. **Electronic Ticket** - the right to enter a Toll Area owned or managed by the Partner as part of the Service for which the User makes a Payment through the Application; the Electronic Ticket is sold to the User by the Company through the Application.
4. **Gate** - a gate enabling the User to drive through and to the Toll Area specified in the Regulations within the Service with the use of the Application.
5. **Operator's Infrastructure** - devices and software owned and managed by the Concessionaire and managed by the Operator, used, among others, to automatically read the number plates of a Vehicle at the entry to and exit from the Motorway (within the Gates) and to transfer the above data to the infrastructure of the Company operating within the Application; the Operator's Infrastructure enables the User, based on the data provided to the Operator by the Company as part of the User's use of the Services, to drive on a non-cash basis on the Motorway.
6. **Partner's Infrastructure** - devices and software managed or owned by the Partner(s) other than the Concessionaire or the Operator, used, among others, for automatic reading of vehicle number plates at the entry and exit from the Toll Area (within the Gates) and for transferring the above data to the infrastructure of the Company operating within the Application.
7. **Card** - the User's pay card serviced by the Company within the scope of payment methods available in the Application within the access channels whose administrator or owner is the Company.
8. **Concessionaire** - the owner of the Operator's Infrastructure indicated in Appendix No. 2 to the Regulations.

9. **Toll Area** - the toll areas indicated in the Regulations where the Drives are made or for which the purchase of the Electronic Ticket is required in order to enter, including in particular Motorways or their sections.
10. **Operator** - the entity managing the Operator's Infrastructure; the list of Operators is indicated in Appendix No. 2 to the Regulations.
11. **Toll/Fee** - the toll/fee due to the Company from the User for the Drive or the Electronic Ticket paid by the User to the Company via the payment methods available in the Application. The amount or method of determining the amount of the toll/fee is specified in these Regulations.
12. **Partner** - an entity cooperating with the Company in order to provide the Service and being the owner or the entity managing the Toll Area.
13. **Vehicle** - a motor vehicle the Application refers to, registered in the territory of one of the countries supported by the Application; the lists of the countries in which the registration of the Vehicle entitles the User to make the Drive are included in Appendix 3 to the Regulations and may be different for each of the Motorways.
14. **Drive** - a non-cash drive on the Motorway or entry to the Toll Area within the Service and using the Operator's or Partner's Infrastructure (Gate) for which the User pays a Toll through the Application; the right to Drive is sold to the User by the Company via the Application; the Drive shall take place without collecting a ticket at the entry to the Toll Area and without paying for the Drive at the Partner's gate providing a manual toll collection service.
15. **Regulations** - these Autopay Regulations defining the rights and obligations of the User and the Company in relation to the provision of Services.
16. **Website** - a website operating at bm.pl, the administrator and owner of which is the Company, necessary for the proper operation of the Application.
17. **Company** - Blue Media S.A. with its registered office in Sopot.
18. **Device** - a User's device meeting the minimum technical requirements described in the Regulations (in particular telephone, other mobile device) on which the Application is installed.
19. **Framework agreement** - a framework agreement concluded between the User and the Company on the basis of an acceptance of these Regulations, enabling the User to use the Services on the terms specified in the Regulations.
20. **Services** - services described in these Regulations, provided to the User by the Company through the Application.
21. **User** - a natural person, a legal entity or an organisational unit without legal personality, having full legal capacity, using the Services through the Application.

§ III - Technical requirements

1. The User may use the Services after fulfilling the following minimum technical requirements necessary to use the Application:
 - a) A device with access to the Internet (in the case of a mobile device - together with the OS or Android operating system installed on that device), enabling the storage of documents in an electronic form;
 - b) access to an active e-mail account when using the Services within the Website or the mobile application Autopay by blue media;
 - c) an active mobile phone number;
 - d) an active Card or another payment instrument within the payment methods supported by the Company.
2. In the event that the User uses the Services via access channels other than the Website and the mobile application Autopay by blue media, the minimum technical requirements may be specified in separate regulations for each access channel.
3. The User covers the costs of Internet access and data transmission according to the tariff of his/her operator.

4. Technical requirements related to the use of the Service by the User are specified in the regulations of the bm.pl Website available at: <https://bm.pl/pliki-do-pobrania/dokumenty>

§ IV - General Principles of Service Provision

1. The Services provided by the Company on the basis of these Regulations enable the use of, among others, the following functionalities:
 - a) creating a User's account on the Website;
 - b) registering the Vehicle;
 - c) providing the Partners by the Company with the data of the Vehicle in which the Drive is made, which, in cooperation with the Infrastructure of the Operator or the Partner, enables the User to make the Drive (the Drive is non-cash);
 - d) purchasing goods and services from the Company or other entities cooperating with the Company
 - e) paying Tolls.
2. The User creates his/her account on the Website by providing the data required by the Company and following the prompts provided by the Company through the Application. Creating a User account on the Website is possible in the mobile application Autopay by blue media or via the Website, or other access channels indicated in the Regulations, including the User's electronic banking, and requires the User to fulfil the conditions indicated in separate Website regulations accepted by the User when creating the account on the Website (Website regulations available at: <https://bm.pl/pliki-do-pobrania/dokumenty>). The Company and/or, in the event that the account is created via the User's electronic banking, the User's bank will send a message informing the User that the account has been successfully created in the Application.
3. In order to conclude the Framework Agreement, the User is obliged to
 - a) install the Application on the Device (unless the Company has made the functionality of access to the Application available from the Website or through another access channel indicated in the Regulations);
 - b) create a User account on the Website and accept separate Website regulations;
 - c) accept the Regulations;
4. The Company and/or, if the account is created via the User's electronic banking, the User's bank will provide the User with a confirmation of concluding the Framework Agreement (by sending a message to the User's e-mail address or telephone number provided when registering the User's account in the Application or via a relevant message in the User's electronic banking system).

§ V – Tolls

1. The Application enables the User to acquire the right to Drive through or to the Toll Areas specified in the Regulations, including in particular the Motorways.
2. In order to Drive, the User is obliged to
 - a) conclude the Framework Agreement on the principles set forth in § IV item 3 of the Regulations;
 - b) register the Vehicle in the User's account on the Website created in accordance with § IV item 2 of the Regulations;

- c) connect available payment methods according to the rules set out in items 5 to 10 below
 - d) consent to the immediate commencement of the provision of Services by the Company as soon as the Vehicle enters the Toll Area indicated in the Regulations, with the use of the Service available in the Application; the User's consent covers the commencement of the provision of Services before the deadline for withdrawal from the Framework Agreement referred to in § XII item 12 of the Regulations, which is tantamount to the User's obligation to pay the Toll for the Drives completed before the withdrawal from the Framework Agreement.
3. Making a Drive within the scope of the Service requires the acceptance of the Regulations. The acceptance of the Regulations by the User shall be tantamount to the conclusion of the Framework Agreement between the User and the Company, under which the User may use the functionalities of the Application made available to him/her, including making Drives under the terms and conditions set forth in the Regulations and the payment of Tolls.
 4. The User shall register the Vehicle in the Application by providing the Company with the required Vehicle data (including category, registration number and country of registration).
 5. In the event that the User uses the Card payment in the Application, the User shall be obliged to:
 - a) provide Card details (Card number and CV/CVV code) and make a refundable Card verification fee (verification transaction for PLN 1) in accordance with the instructions provided by the Company, while the User may also choose a Card previously registered by him/her on the bm.pl website;
 - b) assign the Card number to a given Vehicle;
 - c) consent to the Company's cyclical collection of Tolls from the Card for Drives without the User's participation, pursuant to item 6 below;
 6. By using the Application, the User consents to automatic collection of Tolls from the Card by the Company for the completed Drives. The consent is given for each Card separately and refers to the collection of the Tolls due (including Additional tolls referred to in the Appendices to the Regulations) without the User's participation. The consent is granted for the duration of the Framework Agreement (that is for the time when the User has an active account in the Application) and may be revoked by the User at any time by removing the Card ascribed to the Vehicle from the Application or removing the Vehicle from the Application, whereas the Company reserves the right to prevent the User from removing the Card ascribed to the Vehicle from the Application and removing the Vehicle from the Application after entering the Toll Area using the Service. After cancelling the consent, the User is not entitled to make the Drive under the Service, and in case of making the Drive, the User is obliged to pay to the Company the due Toll.
 7. The Company shall inform the User about the successful registration of the Vehicle and the assignment of an available source of payment to the Vehicle via an appropriate message in the Application. The Company shall send to the Operator or Partner the Vehicle data in order to enable the User to make the Drive with the use of the Operator's or Partner's Infrastructure.
 8. Detailed conditions for the payment of the Toll for the Drive in case of using the Application via the User's electronic banking are set forth in the bank's payment service regulations accepted by the User and in the Appendices to these Regulations.
 9. The User acquires the right to the Drive when the Vehicle enters the Toll Area indicated in the Regulations (automatic lifting the boom without collecting an entry ticket by the User). Driving under the Service requires the following conditions to be met:

- a) The infrastructure of the Operator or Partner works properly and reads the Vehicle data previously provided to the Operator or Partner by the Company upon entry and exit from the Toll Area;
- b) The Service has not been blocked by the Company;
- c) the Service is not limited by force majeure.

However, further detailed conditions for Driving through particular Toll Areas may be specified in the Appendices to the Regulations.

- 10. The User undertakes to pay to the Company, after the completed Drive, the Toll specified in the price list of the Operator or the Partner.
- 11. The Service provided by the Company within the Application shall be deemed to have been provided in full upon completing the Drive (automatic lifting of the boom when leaving the Toll Area).
- 12. The Application enables the following methods of paying the Toll by the User:

- a) automatic debiting the Card or other available payment method with the Toll at the exit of the Vehicle from the Motorway (the basic method of payment of the Toll executed on the basis of the User's consent referred to in §V item 6; the Card shall be debited with the amount of the Toll without the participation of the User at the exit of the Vehicle from the Motorway or in accordance with item 8 above, respectively); the User shall be notified of automatic debiting of the Card with a message sent to his/her e-mail address or a message sent by the Application.

In the event that it has not been possible to debit the Card (e.g. the Card has expired or the Card does not contain funds in the amount corresponding to at least the amount of the Toll due), the User shall be notified of this fact with a message sent to the User's e-mail address and a communication from the Application, and the Company will successively repeat its attempts to debit the Card, and in the event that such attempts prove ineffective, the Company shall be entitled to initiate the procedure of collecting the funds due to the Company for failure to pay the Toll;

- b) payment of the Toll by the User with the payment methods available in the Application other than the Card; in such a case, the Company shall cease its attempts to automatically debit the Card pursuant to letter a) above.

- 13. Pursuant to item 40 of the Appendix to the Resolution of the Minister of Finance of 28 December 2018 regarding the exemptions from the obligation to keep records with the use of cash registers, the Company does not issue any receipts. The proof of the payment of the Toll is a bank statement or a statement of card account used to pay for the Drive via the Application.
- 14. At the User's request, a VAT invoice may be issued to the User. The User requests the Company to issue a VAT invoice in the manner specified in § XI item 2 of the Regulations.
- 15. Detailed rules for Driving within the scope of individual Services are specified in the Appendices to the Regulations.

§ VI - Fees for Electronic Tickets

- 1. The Application allows the User to purchase Electronic Tickets enabling access to the Toll Area indicated in the Regulations. Detailed rules for the purchase of

Electronic Tickets within each Toll Area are set forth in the Appendices to these Regulations.

2. In order to purchase the Electronic Ticket, the User is obliged to:
 - a) conclude the Framework Agreement on the principles set forth in § IV item 3 of the Regulations;
 - b) connect the available payment methods according to the rules set out in item 3 below;
 - c) consent to the immediate commencement of the provision of the Services by the Company upon entering the Toll Area indicated in the Regulations under the Service available in the Application; the User's consent covers the commencement of the provision of the Services before the deadline for withdrawal from the Framework Agreement referred to in § XII item 12 of the Regulations, which is tantamount to the User's obligation to pay the Fee for the Electronic Ticket until the withdrawal from the Framework Agreement;
3. If the User uses the Card payment in the Application in order to purchase the Electronic Ticket, the User shall be obliged to:
 - a) provide Card details (Card number and CV/CVV code) and make a refundable Card verification fee (verification transaction for PLN 1) in accordance with the instructions provided by the Company, while the User may also choose a Card previously registered by him/her on the bm.pl website;
 - b) consent to the Company's cyclical collection of Tolls/Fees for entry to the Toll Area from the Card without the User's participation, pursuant to item 4 below;
4. By using the Application, the User agrees that the Company may automatically charge the payment for the Electronic Ticket to the Card. The consent is given for each Card separately and includes the collection of the Tolls/Fees due without the User's participation. The consent is given for the duration of the Framework Agreement (that is for the time when the User has an active account in the Application) and may be revoked by the User at any time by removing the Card from the Application, whereas the Company reserves the right to prevent the User from removing the Card from the Application after entering the Toll Area using the Service. After revoking the consent, the User is not entitled to purchase the Electronic Tickets under the Service.
5. The detailed conditions for making the payment for the Electronic Ticket when the User uses the Application via the User's electronic banking are specified in the bank payment service regulations accepted by the User and in the Appendices to these Regulations.
6. Pursuant to item 40 of the Appendix to the Resolution of the Minister of Finance of 28 December 2018 on exemptions from the obligation to keep records with the use of cash registers, the Company does not issue receipts. The proof of payment is a bank statement or statement of card account used to pay for the Electronic Ticket via the Application.
7. At the User's request, a VAT invoice may be issued to the User. The User requests the Company to issue a VAT invoice in the manner specified in § XI item 2 of the Regulations.

§ VII - Blockade of Services

1. The Company reserves the right to block all or part of the Services provided within the Application in the following cases:
 - a) The User's failure to pay the Toll/Fee due pursuant to §V of the Regulations;
 - b) Driving on Motorways in a Vehicle of a category other than that declared during the registration of the Vehicle and imposing the Additional toll/fee pursuant to §VI item 2 of the Regulations;
 - c) withdrawal by the User of the consent for automatic debiting of the Card pursuant to §V item 7 of the Regulations;
 - d) the expiry of the Card or its blocking;
 - e) no possibility of charging Tolls/Fees with methods other than the Card;
 - f) violation of the provisions of the Regulations by the User.

2. In the cases specified in item 1 letter a) - b) above, the blockade lasts until making the payment of the Toll/Fee or Additional Toll/Fee. In the cases specified in item 1 letter c) - d) above, the blockade lasts until the Card is registered in the Application and assigned to the Vehicle in accordance with the provisions of the Regulations. In the case referred to in item 1 letter e), the blockade shall continue until the obstacle is removed. In the case referred to in item 1 letter f), the blockade lasts until the Company clarifies the matter.

§ VIII - Personal data

1. The Administrator of the Users' personal data is the Company.
2. The legal basis, purpose, period of personal data processing and rights of the User, as well as other important information concerning the principles of personal data processing are specified in detail in the Privacy Policy of Blue Media S.A., taking into account the provisions of the Resolution of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC ("the Resolution").
3. The provision of personal data is voluntary, but necessary for the performance of the Services.
4. In case of enquiries concerning data processing or in order to exercise the User's rights under the Regulation, it is possible to contact the personal data protection inspector at odo@bm.pl or in writing at the Company's address: Blue Media S.A., ul. Powstańców Warszawy 6, 81-718 Sopot, note: personal data protection.

§ IX - Complaints and dispute resolution

1. In the event of a malfunction of the Services, the User has the right to lodge a complaint against the Company. The user lodges a complaint:
 - a) in writing - in person at the Company premises or through a postal operator, courier or messenger to the Company's address: ul. Powstańców Warszawy 6, 81-718 Sopot;
 - b) electronically - via the complaint form available at: pomoc.bluemedia.pl/ or via the contact [form](#) or e-mail address (detailed information on both channels of electronic communication are available on the website: <https://bm.pl/#!/kontakt>)
 - c) orally by telephone at 58 7604 844 from 8:00 a.m. to 10:00 p.m. on business days

and on Saturdays from 8:00 a.m. to 4:00 p.m. (a call payable at the rates applicable to the User of the telecommunications operator), or in person into a record at the Company premises (from 8:00 a.m. to 4:00 p.m. on business days).

2. The complaint should contain a concise description of the reservations made, the number of the Drive and the User's data together with his or her mailing address (e.g. address of residence), unless: The User has made a complaint using the complaint form available at pomoc.bluemedia.pl/ - in which case the correspondence address is not required, or if the User has submitted a request to receive a response to the complaint by e-mail - then the User indicates the e-mail address to which the response to the complaint should be sent (unless the Company has the User's e-mail address).
3. At the request of the User, the Company shall confirm to the User the receipt of the complaint by e-mail or in writing.
4. The Company shall consider the complaint immediately, not later than within 30 days from the date of its receipt.
5. If the complaint requires completion, the Company shall request the User to complete it.
6. The response to the complaint is given in a paper form to the User's correspondence address, unless: The User made a complaint using the complaint form available at pomoc.bluemedia.pl/ - in which case the response to the complaint is placed in the User's individual complaint profile available at pomoc.bluemedia.pl/ or, if the User has submitted a request to receive the response by e-mail, in which case the response to the complaint is delivered to the e-mail address provided by the User.
7. The User should bear in mind that lodging a complaint immediately after raising reservations may facilitate and accelerate a reliable investigation of the complaint by the Company.
8. The complaint procedure does not exclude the rights of the User under the law.
9. The User has the right to file a suit against the Company in a common court of law. The court competent to settle the User's claims against the Company arising from these Regulations is the court competent according to the provisions of the Code of Civil Procedure (as a rule, the court competent for the address of the Company's registered office).
10. The User who is a consumer is also entitled to use out-of-court means of redress, in particular the Permanent Consumer Arbitration Courts at the Provincial Inspectorates of the Trade Inspectorate.
11. The User who is a consumer is also entitled to request assistance from the locally competent County (Municipal) Consumer Ombudsman.
12. An electronic link to the ODR platform: ec.europa.eu/odr. shall be made available to the User who is a consumer.

§ X - Reservations

1. It is prohibited to use the Application or the Services to violate or circumvent the law or fair trade rules.
2. The User agrees to use the Application and Services in a manner consistent with the law and the principles of social coexistence, solely for the purpose of using the Services in accordance with their intended purpose as described in the Regulations. When using the Application, the User is prohibited from introducing content that the User is not entitled to introduce, in particular content that violates any rights of third parties or is contrary to good morals.
3. During the effectiveness of the Framework Agreement, the User has the right to demand at any time that the provisions of the Framework Agreement and the Regulations be made available to the User on a durable medium, including by e-mail or in a paper form. The Regulations may also be downloaded, saved and stored by the User in the memory of his/her device.

4. The Company reserves the right to periodically carry out modernization and maintenance works and updates of systems enabling the provision of the Services covered by these Regulations, which may result in restrictions on the use of the Services, of which the Company shall inform the User before using the Services. If it is necessary to perform the works referred to in the sentence above for reasons beyond the Company's control, the Company shall inform about the works and the related interruption in the provision of the Service at the latest on the date of commencement of the works and before using the Service. Restrictions on the use of the Services during the periods of modernization, maintenance and updating, announced by the Company in accordance with the Regulations, shall be deemed not to be attributable to the Company. The Company shall be liable for any limitations in the use of the Services caused by the Company's fault, in accordance with the principles set forth in the provisions of law.

§ XI - Communication

1. The language in which the Company communicates with the User and concludes the Framework Agreement is Polish.
2. Unless the provisions of these Regulations provide otherwise, the User may communicate with the Company:
 - a. by e-mail, at e-mail address pomoc@bm.pl
 - b. by phone, at 58 7604 822 - during working hours of the Blue Media Assistance Centre available on the Website;
 - c. in writing, at the address: Blue Media S.A., ul. Powstańców Warszawy 6, 81-718 Sopot.
3. The Company communicates with the User electronically, by telephone or in writing, whereas unless the provisions of the Regulations or the law provide otherwise, the basic form of communication with the User shall be e-mail messages or messages transmitted via the Application, or, if the account is created through the User's electronic banking, via this access channel,

§ XII - Application, termination, amendment and withdrawal from the Framework Agreement

1. The Framework Agreement is concluded through the Application.
2. The Framework Agreement is concluded at the moment of acceptance of the Regulations by the User, provided that the requirements specified in the Regulations are met.
3. The Framework Agreement is concluded for an indefinite period of time, and the provision of the Services referred to in §IV of the Regulations shall commence immediately after its conclusion.
4. The User may terminate the Framework Agreement at any time, without giving any reason, with immediate effect. The notice of termination should be sent to the Company to the e-mail address indicated in the Regulations.
5. The Company may terminate the Framework Agreement if there are important reasons for doing so, with a 7-day notice period. The notice of termination shall be provided by the Company or, if the account is opened via the User's electronic banking, by the appropriate bank of the User via e-mail or SMS or an appropriate message within the User's electronic banking.
6. If there are important reasons, the Company shall have the right to amend the provisions of the Framework Agreement by amending the Regulations in accordance with the procedure set forth in this paragraph.
7. The following shall be deemed as important reasons for the termination of the Framework Agreement or amendment of the Regulations by the Company:
 - a. abiding by the legislation affecting the provision of the Services;
 - b. change or introduction of new taxes or fees of public and legal nature related to the provision of the Services;

- c. recommendations, suggestions or other types of conclusions and requests formulated by public administration bodies;
 - d. improvement of the security of the Services provided;
 - e. improvement of the functionality of the Services;
 - f. extension of the range of the Services provided;
 - g. increasing the competitiveness of the Services on the market;
 - h. changes in the costs of the services provided by external suppliers, costs of maintenance and operation of infrastructure in the scope used for the provision of the Services;
 - i. termination of the Company's cooperation with the Operator or the Concessionaire or any other entity with which the Company provides the Service;
 - j. discontinuation of the provision of the Services by the Company.
8. The Parties agree that the changes to the Regulations, including in particular the changes to the Appendices to the Regulations, resulting in the addition of new functionalities to the Application, shall be made exclusively for the benefit of the User, therefore the procedure set forth in items 9-11 below shall not apply to the above changes. The User shall be informed of the above changes in the manner adopted for communication between the Parties.
9. Subject to the provisions of item 8 above, the Company and/or, if the account is opened via the User's electronic banking, the relevant User's bank shall inform the User about the proposed amendments to the stipulations of the Regulations not later than 7 days prior to the proposed effective date, via e-mail or SMS or an appropriate message within the User's electronic banking.
10. If the User does not object to the proposed amendments to the Regulations, it is tantamount to consenting to them. The User has the right to terminate the Framework Agreement with immediate effect before the proposed effective date of the changes.
11. If the User objects to the proposed amendments but does not terminate the Framework Agreement, the Framework Agreement shall expire on the day preceding the entry into force of the proposed amendments.
12. The User who is a consumer shall have the right to withdraw from the Framework Agreement without giving any reason and without incurring any costs other than those specified in item 14 by way of a statement made within fourteen days from the conclusion of the Framework Agreement.
13. The withdrawal may be effected by submitting to the Company a statement of withdrawal from the agreement. The statement may be made on the form the template of which is attached as Appendix 4 to the Regulations. A statement of withdrawal from the Framework Agreement may also be sent to the Company by e-mail to the address pomoc@bm.pl
14. The provision of the paid Services under the Framework Agreement and before the expiry of the deadline referred to in item 12, shall commence exclusively at the express request of the User referred to in §V item 2 letter f) of the Regulations. A statement of the request to commence the provision of the Services shall be submitted via the Application. In the event of withdrawing from the Framework Agreement, the User shall bear the costs of the Services performed at his/her request until the withdrawal from the Framework Agreement (that is he/she shall be obliged to pay the Tolls/Fees in accordance with the Price List).

§ XIII- Final provisions

1. The law applicable to the rights and obligations of the Parties described in the Regulations and constituting the subject of the Framework Agreement shall be the Polish law.
2. The Appendices to the Regulations shall constitute an integral part thereof.

- **Appendix No. 1 to the Autopay Regulations - Detailed rules for Driving on Motorways**
- **Appendix No. 2 to the Autopay Regulations - List of Motorways and Operators**
- **Appendix No. 3 to the Autopay Regulations - Lists of countries of registration of Vehicles authorised to Drive on the Motorway**
- **Appendix No. 4 to the Autopay Regulations - Statutory template of the withdrawal from an agreement**

Appendix 1 to the Autopay Regulations

Detailed rules for Driving on Motorways

1. The amount of the Toll for Driving on a Motorway is determined by the Minister in charge of transport and paid by the User to the Company via the payment methods available in the Application; the amount of the Toll depends on the type of the Motorway on which the User Drives, the list of which is attached as Appendix 2 to the Regulations, the category of the Vehicle and the length of the section of the covered distance of the Motorway; the amount of the Toll is indicated in the Price List available at <https://bm.pl/cennik> ; the list of payment methods supported by the Application is available in the Application. Omitting the Gate at the entrance or exit, that is Driving through gates not supported by the Company, results in the necessity to pay the toll resulting from the Operator's tariff at the gate providing manual toll collection services.
2. Registration of the Vehicle within the infrastructure of the Operator referred to in § V of the Regulations may take place within 8 hours from the date of sending the Vehicle data to the Operator. The User is entitled to Drive under the conditions specified in the Regulations.
3. If the Vehicle data have not been read by the Operator's Infrastructure at the entry to the Motorway (i.e. the boom has not been automatically lifted), the User shall be obliged to collect the entry ticket and pay the toll at the Operator's in accordance with the Operator's tariff at the gate providing the service of manual collection of the Operator's tolls (apart from the Service available in the Application).
4. Apart from the cases specified in § V item 9 of the Regulations, Driving on a Motorway is also possible under the condition that:
 - a) the registration plates of the Vehicle driven by the User are maintained in a proper condition and cleanliness to the extent enabling their efficient reading by the Operator's Infrastructure and placed in places designated for this purpose in accordance with the applicable law;
 - b) at the entry and exit from the Motorway, the User shall use only the dedicated Gates;

- c) if applicable, the period from the time of passing through the toll collection point or from the entry to the exit shall not exceed the number of hours indicated separately in the regulations of the Motorway on which the Drive is made;
5. If the Vehicle data have been read by the Operator's Infrastructure at the entry to the Motorway (that is the boom at the dedicated Gate has been automatically lifted) and have not been read at the exit from the Motorway (that is at the exit from the Motorway the boom has not been lifted), and the boom is only operated automatically without the participation of a cashier, who could enter the registration number to the system manually, the User is obliged to use a gate providing manual toll collection services and to pay to the Operator the maximum toll for a given vehicle category and entry point according to the Operator's tariff (apart from the Service available in the Application).
6. In the case when the User has Driven in a Vehicle of a category other than that declared during the registration of the Vehicle, the Operator shall send the relevant information to the Company and the Company shall charge an Additional Toll in the amount corresponding to the difference between the Toll due for the Drive and the Toll previously charged or collected ("Additional Toll").

Appendix 2 to the Autopay Regulations -

List of Motorways and Operators

1. Motorway: AmberOne A1 Motorway

Concessionaire: Gdańsk Transport Company S.A., ul. Powstańców Warszawy 19, 81-718 Sopot

Operator: Intertoll Polska Sp. z o.o.; Toads 7a, 83-130 Pelplin

2. Motorway: Stalexport Małopolska Motorway

Concessionaire: Company Stalexport Autostrada Małopolska Spółka Akcyjna , ul. Piaskowa 20, 41-404 Mysłowice

Operator: VIA4 S.A. ul. Piaskowa 20, 41-404 Mysłowice

Appendix 3 to the Autopay Regulations -

Lists of countries of registration of the Vehicles authorised to Drive on Motorways

1. Motorway: AmberOne A1 Motorway

The Republic of Poland

2. Motorway: Stalexport Małopolska Motorway

1. the Member States of the European Union
2. Ukraine

Appendix 4 to the Autopay Regulations

- Statutory template of the withdrawal from the agreement

MODEL WITHDRAWAL FORM

(this form must be completed and returned only in the event of withdrawal)

- Addressee: Blue Media S.A., ul. Powstańców Warszawy 6, 81-718 Sopot, tel. 58 7604 844, e-mail: pomoc@bm.pl

- I / We (*) hereby inform (*) about my / our withdrawal from the contract for the sale of the following items (*) the contract for the delivery of the following items (*) the contract for a specific work involving the performance of the following work (*) / for the provision of the service (*)

- Date of conclusion of the contract^(*)/collection^(*)

- Name of the consumer(s)

- Address of consumer(s)

- Signature of consumer(s) (only if the form is sent on paper)

- Date

(*) Delete as appropriate.