

## **GENERAL TERMS AND CONDITIONS OF “DIGITOLL SMART INFRASTRUCTURE” JSC ON RENDERING SERVICE FOR E-COLLECTION OF FEES FOR TRAVELLED DISTANCE**

*Modified via resolution passed by the Board of Directors of “DSI” JSC on 21.07.2020, the appellation was modified on 20.10.2020, modified via resolution passed by the Board of Directors of “DSI” JSC on 11.03.2021, modified via resolution of the Board of Directors of “DSI” JSC on 26.05.2021, modified via resolution passed by the Board of Directors of “DSI” JSC dated 23.11.2022, modified via resolution passed by the Board of Directors of “DSI” JSC dated 25.09.2023, modified via resolution passed by the Board of Directors of “DSI” JSC dated 29.02.2024.*

The present general terms and conditions are passed on the grounds of the Roads Act and the Ordinance on the terms, conditions and rules for construction and operation of mixed system for charging the various categories of land vehicles based on time and based on travelled distance.

The present general terms and conditions on rendering service for e-collection of tolls based on travelled distance and are enforceable when entering contracts with postponed payments by Clients with **“DIGITOLL SMART INFRASTRUCTURE” JSC (Contracts with postponed payment)** at the online platform or via partners of “DSI” JSC and are mandatory for the subjects who entered the contract.

The present general terms and conditions are enforceable in the case of contracts entered with Clients that are using the service for e-collection of tolls based on travelled distance with prepayment (**Contracts with prepayment**), except for individual texts of the general terms and conditions explicitly defined below that are enforceable only in the case of contracts with postponed payments.

*“DIGITOLL SMART INFRASTRUCTURE” JSC is a commercial entity with head office and registered address: Republic of Bulgaria, district Sofia-city, Sofia municipality, city of Sofia, region “Lozenets”, P.O.B. 1164, 23, “James Bouchier” Boul., floor 3, Uniform Identification Code 205612035.*

**Section 1. SERVICE FOR E-COLLECTION OF FEES FOR TRAVELLED DISTANCE***/the title was modified via resolution passed by the Board of Directors of “DSI” JSC dated 25.09.2023./*

**Chapter 1. RIGHTS AND OBLIGATIONS OF “DSI” JSC** */the title was modified via resolution passed by the Board of Directors of “DSI” JSC dated 25.09.2023./*

- 1.1. “DSI” JSC is a national service provider entered in the register of the national providers of services for e-collection of fees for travelled distance maintained by RIA and in relation to this it entered with RIA Service agreement for rendering services on e-collection of fees for travelled distance and Agreement for rendering additional services for operating sale points by the service provider for e-collection of fees for travelled distance. In relation to the abovementioned, “DSI” JSC has the right to render services for e-collection of fees for travelled distance to users of the Paid road network, with whom it has entered agreement and renders services for operating sale points for tolls, whereas “DSI” JSC has the right to provide its Clients with board devices;
- 1.2. “DSI” JSC undertakes to collect, process and send the necessary data based on which to define the actually travelled distance by particular land vehicle (LV) included in a contract between “DSI” JSC and a Client, moving along the paid road network, and collect the Toll charged by RIA to the Client.
- 1.3. “DSI” JSC should collect and pay RIA the full sums generated by a Client to “DSI” JSC as a result of using the paid road network while rendering service for e-collection of fees for travelled distance /Tolls/ including via the purchase of route maps, as well as to collect and pay RIA other state fees that “DSI” JSC should collect under regulation, in its capacity of national provider of services for e-collection of fees for travelled distance.
- 1.4. **Under the present General terms and conditions, at the time of entering contract, every Client explicitly agrees that:**
  - 1.4.1. The aggregate of the technical characteristics of LV and the data sent by the board devices or by the devices for satellite positioning, are the base on which the RIA accrues tolls.
  - 1.4.2. Before entering a contract with Client, “DSI” JSC could check the particular identification data of LV and Client’s data via the particular public registers that contain the necessary information. In the case of nonconformity or incompleteness of the data provided by the Client and the data contained in the particular public register being used by “DSI” JSC, “DSI” JSC has the right to require additional evidence from the Client and refuse rendering services for the particular LV until rendering them.
  - 1.4.3. “DSI” JSC conforms to the regulations concerning the road charging and is neither responsible for its contents nor for the tariff rates established in the regulations, nor for the passed scope of the road network. The modification of the applicable tariff rates established in the regulations or the scope of the paid road network does not bring about modification of the present general terms and conditions. In the case of modifying the scope of the paid road network or the applicable tariff rates for tolls in the manner provided for in the regulations, each and every new fee for road charging or road section become enforceable as of the date foreseen in the particular regulation, without “DSI” JSC having to notify the Client.
  - 1.4.4. During the effective term of the present contract, every fee for travelled distance due and payable by the Client for using the paid road network is payable by the Client to “DSI” JSC. “DSI” JSC defines in the “Tariff for fees of “DSI” JSC” fees for the

services rendered by it related to the e-collection of tolls for travelled distance, whereas it has the right to change at any time and upon its discretion each and every defined fee, and to this end would inform the Client in advance to the email address defined in the Contract. The amount of the due and payable tolls is defined as a rule in the Tariffs for fees being collected for passing and using the Republican road network, and is not subject to negotiating with the present contract or its appendices.

- 1.4.5.** “DSI” JSC is not liable for damages or opportunity costs suffered by the Client or by third parties as a result of suspension or termination of the operations of the Electronic system for collecting tolls of the “Road Infrastructure” Agency.
- 1.4.6.** */Modified with resolution of the Board of Directors of “DSI” JSC on 26.05.2021/* “DSI” JSC could delay sending the Toll declarations to RIA with not more than 2 */two/* hours as of the finalization of the particular use of toll segment that the LV entered, because of technical reasons, yet it keeps collecting data from the Board devices or the devices for satellite positioning that it sends to RIA after the system recovery in which cases “DSI” JSC would not be in default under the Agreement and would not be held liable for damages. In the circumstances defined by RIA, “DSI” JSC has the right to be filing additional toll declarations in view of single toll segments that have not been delivered to the e-system of RIA because of objective circumstances beyond the control of the contractual parties in 20 calendar days as of the particular travel, in which case the enforceable provisions are the ones of article 5.5 and the following of the present general terms and conditions.
- 1.4.7.** The Client declares its consent that “DSI” JSC would not be held liable for levied pecuniary or non-pecuniary sanctions to the user or the owner of LV by the control authorities in the case of established movement along the road network with LV, for which the due fee was not fully or partially paid, even if this is a result of inaccurately declared data, and declares it has no claims towards “DSI” JSC, related to indemnifying the amount of the abovementioned sanctions, as well as all additionally suffered damages or opportunity costs in relation to using the services under the Contract.
- 1.4.8.** The manners of sending notices to the Client are: email addresses defined by the Client, notice to the Board device and SMS notice sent to a mobile phone number defined by the Client. “DSI” JSC and its Partners are not responsible in the case of duly sent and not received notices under the present General terms and conditions because of reasons beyond the control of “DSI” JSC or the Partner, including no due tracking of “DSI” JSC’s System or Partner’s System by the Client, deviations in systems’ operations that maintain the e-mail, no online connection of the Client etc.

## **Chapter 2. ENTERING A CONTRACT BETWEEN “DSI” JSC AND CLIENT**

*/the title was modified via resolution of the Board of Directors of “DSI” JSC dated 25.09.2023/*

- 1.5.** The Client could enter contract according to the present General terms and conditions directly with “DSI” JSC or indirectly – with a Partner of “DSI” JSC. The list of “DSI” JSC’s Partners with whom the latter entered valid and effective

contract, is available at the website: [www.digitoll.bg](http://www.digitoll.bg). Via the Partners of “DSI” JSC the Client could receive service for e-collection of tolls, including for their establishment, capacity to pay the tolls and all other state fees defined in the present general terms and conditions, purchase of route maps, as well as all other services rendered by “DSI” JSC in the following manner:

- 1.5.1.** The Client could get in touch with “DSI” JSC or a partner of “DSI” JSC to the telephone number or email address defined by “DSI” JSC for the purposes of entering contract, as well as receiving information in view of the rendered services and the terms and conditions for using them.
- 1.5.2.** For the purposes of entering a Contract, the Client provides its data or the data of the company it represents that would enter Contract with “DSI” JSC, as well as the documents defined by “DSI” JSC in the present General terms and conditions, about the particular LV that it would like to be included in the Contract, as well as the ownership right or using these LV. In the case of stated will for entering a Contract, the Client defines the number and type of LV, for which he would like to be using service for e-collection of tolls, as well as the period of this use in terms of each and every LV. In the case of declaring the Contract entry, the Client defines whether he would like to be using the service in the case of prepayment of the due tolls or according to the terms and conditions of delayed payment.
- 1.5.3.** The Client bears the responsibility for entering the data in the Platform of “DSI” JSC necessary for entering a Contract whereas it bears full responsibility for the conformity of the data provided by it, with the data contained in the certificate of LV registration. At the time of entering the Contract, the Client receives and it fills in manually declaration in two parts – the first part is about data related to the constant LV characteristics, including category, weight and ecological category (emission class), and in view of LV that exceeds 12 tonnes, the user bears responsibility for the dynamic data declaration; and the second part – Client’s identification data, contact persons and email address. The data are being introduced in the platform by “DSI” JSC or by Partner of “DSI” JSC after their provision by the Client in the abovementioned manner.
- 1.5.4.** /modified via resolution passed by the Board of Directors of “DSI” JSC dated 29.02.2024/ At the time of entering the Contract, according to the terms and conditions of delayed payment for each and every individual Client, “DSI” JSC defines individual Credit limit under the Contract, and to this end the Client provides data such as LV type and category, its ecological category, number of axes, average daily run for each LV, including in the Contract calculated for a period of 14 (fourteen) days, as well as number of LV that would be included in the Contract. The Client declares it is responsible for defining the amount of the Credit limit as long as definition is performed on the basis of the data declared by the Client, and declares it is informed that after reaching the Credit limit, all LV included in the Contract would be included in Black list and until they get excluded from it in the case of movement along the paid road network would be perceived as violators. In the case of entering Contract according to the terms and conditions of prepayment of the due tolls, the Client pays sum in advance defined under Section 3, Chapter 2 of the present general

terms and condition whereas after the exhaustion of the Sum in advance correspondingly the enforceable rule is the rule under the previous sentence for including the vehicle in the Black list;

- 1.5.5.** “DSI” JSC could perform inspection of the data provided and/or entered by the Client with the data from the particular public registers which “DSI” JSC could access. The Client bears the responsibility for the authenticity and precision of the data provided and entered by it and “DSI” JSC is not liable for damages and opportunity costs suffered by the Client because of such false declaration, including in the case of Client’s administrative sanction as a result of imprecisely entered data. In the cases of Trilateral contract that is entered, if there is nonconformity between the declaration under point 1.5.3, filled in by the Client and the data filed by the Partner to the DSI System, the Partner bears liability for the erroneously filed data. In all other cases where the information declared by the Client is not in conformity with the data from the particular public registers, the liability for the erroneously entered data is borne by the Client.
- 1.5.6.** /modified via resolution passed by the Board of Directors of “DSI” JSC dated 29.02.2024/ After entering the contract and providing bank guarantee/money deposit, in conformity with the requirements of the Contract and the present General terms and conditions, in the case of Contracts with post-payment or after depositing sum in advance, defined under Section 3, Chapter 2 below, in the case of Contracts with prepayment, “DSI” JSC or “Partner of DSI” JSC, creates user profile of the Client, via which it would be informed about its current consumption within the Credit limit or the Sum in advance or in the case the system of “DSI” JSC allows this, “DSI” JSC or the Partner of “DSI” JSC provides the Client with opportunity to create its own user profile in the online platform of “DSI” JSC.
- 1.5.7.** When providing the necessary data for entering and managing the contract with “DSI” JSC, the Client declares that the data provided by it to “DSI” JSC at the time of entering the Contract are true, accurate and precise, and the attached documents correspond to the original ones. The Client should inform “DSI” JSC immediately on all changes made in the particular declared and reference data or documents being integral part of the entered Contract, as well as all newly occurred circumstances that could be referred to toll charging.
- 1.5.8.** At the time of entering the contract, the Client defines only the LV for which toll is due and payable, whereas the latter would be included in the contract. The Client could also declare Board devices that would be fixed to particular LV under the Contract or purchase ones after entering a Contract for board devices and data traffic. During the effective term of the Contract, the Client has the right to add new LV and correspondingly – new board devices for usage via entering annex to the contract or purchase new ones after entering a new Contract for board devices and data traffic.
- 1.5.9.** /modified via resolution passed by the Board of Directors of “DSI” JSC dated 29.02.2024/ All the LV included in the Contract at the time of entering it, including the ones to which fixation of Board devices is declared, are included in Appendix № 1, being integral part of the Contract. After the Client provides “DSI” JSC with bank or deposit guarantee in conformity with the requirements of the Contract and the

present General terms and conditions in the case of Contracts with post-payment, or after depositing advance sum defined under Section 3, Chapter 2 below, in the case of Contracts with prepayments, and after the particular Board device or device for satellite positioning connection to the particular LV, and in view of this the latter is personalized by “DSI” JSC and its inclusion in White list, the Client has the right to be using the paid road network, as well as to receive information about its current consumption within its defined Credit limit or the Sum in advance.

**1.6.** Before entering contract, every Client should provide “DSI” JSC with the following data

**In view of physical persons**

- Names of the physical person;
- Citizenship of the physical person;
- Address;
- Personal Identification Number or date of birth;
- Number of passport or national identity card;
- Email for correspondence.

**In view of legal entities:**

- Appellation of the particular entity;
- Head office and registered address for correspondence;
- Uniform identification Code of the company or company identification number issued by the country where its head office is located, whereas in the case the company is incorporated in other country an excerpt is presented of the Commercial register of the state according to its registration translated into Bulgarian language.
- email for correspondence.

**1.6.1.** The Client should provide “DSI” JSC with the following data for the purposes of LV registration and to this end Toll fee is payable:

- LV type and category;
- State of LV registration;
- State control number;
- Total technical admissible maximum mass of the LV;
- Number of axes of the drawing LV or total number of axes of the LV compounds.
- Ecological category;

**1.6.2.** The LV data should be certified by the following documents:

a/ Certificate of LV registration, part 1 with defined ecological category, whereas if there is no data about the ecological category in the certificate of registration part I, and in view of all land vehicles with date of the initial registration after the 30<sup>th</sup> of September 2001, as long as the certificate of LV registration does not contain the EURO category of the land vehicle and it does not have a valid certificate of conformity, we accept that the LV are in conformity with the category “EUR III”. In view of all the land vehicles with initial registration date before the 30<sup>th</sup> of September 2001 as long as the certificate of LV registration does not contain information about the EURO category of the land vehicle and it does not hold valid certificate of conformity, we accept that the land vehicle is in conformity with the “EUR 0” category.

b/ Rental agreement or other contract/document which certifies Client’s right to enter a Contract in the case the Client is not owner of the LV or it is not entered as user in the certificate of LV registration.

**1.7.** “DSI” JSC correspondingly – Partner of “DSI” JSC has the right to perform inspections of the Client, on the grounds of the data declared during the process of entering the Contract, as well as Client’s representative power to enter the Contract for LV defined by it.

**1.8.** . In the case of establishing nonconformity between Client’s data provided at the time of entering the contract as a result of the documents provided by the Client, with Client’s data in the particular public register, or in the case the person lacks representative power for entering the contract, or in the case the representative power of the authorized person is not confirmed by the representative of the Client – legal entity, “DSI” JSC correspondingly – Partner of “DSI” JSC has the right to refuse entering contract with the Client.

**1.9.** Before entering the particular contract or annex to a contract, all the documents provided by the Client, would be checked by “DSI” JSC correspondingly – Partner of representative of “DSI” JSC on their conformity with the data from the official registers accessed by “DSI” JSC and the client consents to this end.

**1.10.** In the case we find nonconformities in relation to point 1.8, “DSI” JSC correspondingly – Partner of “DSI” JSC has the right to require additionally from the Client their repeated sending and if we find nonconformity once again, it has the right to give up on entering a contract with the Client.

**1.11.**/modified via resolution passed by the Board of Directors of “DSI” JSC dated 29.02.2024/“DSI” JSC, correspondingly – Partner of “DSI” JSC provides the declared board devices /BD/ to the Client only after receiving all the required data and information from the client and after the client incorporates bank or deposit guarantee under Appendix 4, in the hypotheses of entering a contract with deferred payment, or depositing a sum in advance, defined under Section 3, Chapter 2, in the case of Contracts with prepayment.

**1.12.** The Client provides its consent that “DSI” JSC and its Partners would not be held liable and has no obligation to recover sums that have been paid or due by the Client for the sanctioned levied onto the Client or sums accrued for Toll fees or other state fees by the competent bodies because of erroneously declared data by the Client and/or documents of false contents.

## **Section 2. BOARD DEVICES. DEVICES FOR SATELLITE POSITIONING**

**Chapter 1. GENERAL PROVISIONS** */the title was modified via resolution of the Board of Directors of “DSI” JSC dated 25.09.2023/*

**2.1.** Herewith the Client declares and agrees that in order to be able to use the service in terms of particular LV included in the contractual scope, the latter should be equipped with accurately assembled and operational board device or device for satellite positioning, associated with the particular LV (referred to as “BD” or “Board device”). If the Board device is placed inside LV, which differs from the one with which it is associated, and the same LV is moving along paid road network, the same LV would be moving as violator and would be sanctioned under the Road Traffic Act irrespective of accruing Toll for using the Paid road network.

**2.2.** “DSI” JSC connects and provides board devices for LV with verified identification data to be used by the Clients, only after provision of bank guarantee/money deposit, in the cases of Contract with post-payment or provision of sum in advance in the case of Contract with prepayment, or supplementing its amount when entering an annex to it for follow-up addition of board device or LV.

**Chapter 2. DEVICES PROVIDED FOR USAGE TO THE CLIENT**

*/the title was modified via resolution of the Board of Directors of “DSI” JSC dated 25.09.2023/*

**2.3.** The Client accepts that the board devices are exclusive property of “DSI” JSC or Partner of DSI these were provided for it to be using them during the effective term of the entered contract or during the effective term of using each and every individual board device in the case it was declared by the Client. The Board devices are subject to return to “DSI” JSC or Partner of DSI after the expiration or pre-term termination of using the Board device or after terminating the Contract, irrespective of the reason behind that.

**2.4.** The Client explicitly accepts and agrees that he board devices serve only for the purposes of defining the due tolls for entering the toll segments of the paid road network, as well as they should get activated as a rule and be usable only in LV, to which they are associated, after entering the Contract with “DSI” JSC. The Client confirms that in order to be able to use the paid road network, its Board device should be included in the White list of “DSI” JSC correspondingly – in the List of the valid board devices of RIA, and to this end the latter would be notified in selected manner. The Client is informed that the inclusion of the Board device in White list of “DSI” JSC correspondingly – in the List of the valid board devices of RIA, is performed once daily, until 8:00 a.m. local time, whereas in the case the Board device is associated and/or fixed in LV after this time of the particular day, the latter would be active and included in the White list of “DSI” JSC correspondingly – in the List of the valid board devices of RIA not earlier than 8:00 a.m. of the next day.

**2.5.** The Client bears liability and declares it is well-aware it would be sanctioned by “DSI” JSC in view of each physical or software damage of the board devices. The Client should refrain from all types of intervention in equipment’s operations, the manner of connection, as well as all actions that could impact the normal operations of the equipment and make third parties refrain from such actions. The Client undertakes to protect against damage or deletion

all protective and guarantee markings of the equipment during and after the expiration of the guarantee term. The Client should inform the persons using the particular LV on the presence of Board device inside it and oblige them to inform the Client immediately in the case of reported deviations in its operations, including in the case the Device is lost, stolen or does not operate normally because of other reasons.

**2.6.** The application for the delivery of the board devices is performed via application in writing sent by the Client to “DSI” JSC.

**2.7.** The Board devices are sent to the Clients after entering an appendix to the Contract, as well as issuance of Bank or deposit guarantee by the Client under the present General terms and conditions. In the case board device is declared, the Client defines an address for delivery of the Board device, registration № of the LV to which the board device is associated, name and family and mobile telephone number for getting in touch with the person that would receive the board devices included in the particular application.

**2.8.** The declared for delivery board devices would be sent by “DSI” JSC by logistics company, on Client’s account, according to the prices of the particular company that performs the delivery, to the address for delivery throughout the Republic of Bulgaria, defined by the Client, in a term of 10 business days. The term under the previous sentence becomes effective after entering an Annex to the Contract, as well as issuance of Bank or deposit guarantee by the Client in the cases of Contract with post payment or after sending the sum in advance, in the case of Contract with post payment.

**2.9.** The reception of the Board devices by the Client is certified after entering a protocol for delivery and acceptance entered with “DSI” JSC or with their representative. The protocol of delivery and acceptance contains the following data: the date of associating the board devices included in the protocol with the particular LV, series number of each delivered board device and registration № of LV, with which it is associated, number of the contract, Client’s data, name and surname of the person that should receive the board devices. The Client should receive the board devices, pay the fee due to the courier for delivery, according to courier’s price list, as well as to enter protocol for delivery and acceptance and return one copy to the courier.

**2.10.** If the Client refuses or because of other reason within its control does not receive the Board device/s described in the appendix, the courier returns the board devices to “DSI” JSC and the delivery term on behalf of “DSI” JSC is suspended. After clarifying the reason behind the unsuccessful delivery and confirmation of the data provided by the Client for the delivery within 7 days “DSI” JSC sends the board devices once again to the Client. In the case of repeated sending, the Client owes and pays the courier fee for the new delivery, as well as owes payment to “DSI” JSC for the first delivery and return of the Board devices to “DSI” JSC according to the prices of the particular logistics company.

**2.11.** If the Client refuses for the second time or because of whatever other reason within its control does not receive the board devices, these should be returned to “DSI” JSC whereas the latter has the right after sending a notification to the Client to terminate the contract in view of the Board devices not received because of Client’s fault.

**2.12.** If at the time of performing the order for Board devices in “DSI” JSC there are no such, “DSI” JSC informs the Client to this circumstance on the expected term of ensuring availability of Board devices. In the case “DSI” JSC has no available board devices at the

time of entering the Contract with the Client, “DSI” JSC should inform it before entering the Contract.

**2.13.** Before the initial inclusion of the Board device, the Client should check whether the series number of each and every board device is in conformity with the registration number of LV, to which it is associated, the Client activates the Board device and should make sure the registration number of the LV written on Board device’s display corresponds to the registration number of LV for which it is designated. The Client declares and understands that at the time of delivery, the Board device may not be still included in White list, and only after this time it could be validly used for establishing the travelled distance in view of the particular LV. After BD’s activation, the BD indicators should light up in green and only in this case the particular LV may start moving along the paid road network without being a violator.

**2.14.** At the time of connecting the Board device, the Client should follow the guideline on installation, which is provided together with the delivered Board device. While moving along the paid road network, the Client should maintain the Board device that is operational and with the opportunity to transfer data. The Board devices should be connected to the power-supply network of LV, in conformity with the guidelines on installation.

**2.14.1./supplemented via resolution passed by the Board of Directors of “DSI” JSC dated 25.09.2023./** Before initially switching on the Device for satellite positioning, the Client should make sure that the latter was successfully activated, associated to the particular LV and included in the White list. To this end, the Client follows the guidelines for checking the status of the Device for satellite positioning, in view of which it was informed when providing it, and performs inspection of this status via tracking link. The Client should be notified in timely manner by “DSI” JSC or by Partner of “DSI” JSC about changes in the manner of checking the status of the Device for satellite positioning. The Client should check the status of the Device for satellite positioning before undertaking each and every trip along the paid road network. The Client declares and understands that in itself installing the Device for satellite positioning inside LV is not equivalent to including the device in White list, as well as the inclusion in White list is the time from which the LV with associated device could start travelling along the paid road network without being violator.

**2.14.2./supplemented via resolution passed by the Board of Directors of “DSI” JSC dated 25.09.2023./**In the case the Client omits to adhere to the guidelines for initial accession and successive inspection of the Board device or Device for satellite positioning’s status, as well as in the case of intentional travelling along the paid road network with status that does not indicate the particular LV could start moving without being violator, all the pecuniary sanctions, fines, other damages or opportunity costs are only on the account of and responsibility of the Client. The present rule would be enforceable irrespective of whether the device was provided for use or was purchased by the Client, as well as independent of whether it was provided/sold by “DSI” JSC or by an approved Partner of “DSI” JSC.

**2.15.** The Client should enter in reliable manner, in Partner’s System or in “DSI” JSC’s System before each use of the paid road network authentic and up-to-date data about the Client, LV with associated Device and for the trailers and semi-trailers hooked onto it (number of compound axes and maximum mass) and others in view of performing the set regulatory requirements and levying sanctions when using the paid road network. In the case

the latter were entered in advance – check and update, if necessary, the data. The Client agrees that with each and every LV setting in motion with associated Device, it confirms before the contractual parties that it fully performed all its contractual obligations all the entered data about the Client, LV and hooked trailers to be true, up-to-date and verified by the Client. In the case of omission to do this or because of maliciously entered erroneous data, all pecuniary sanctions, fines, other damages or opportunity costs are on the account and responsibility of the Client, whereas in this case the Partner or “DSI” JSC was levied pecuniary sanction for filed incorrect or incomplete data about particular LV for the purposes of paying the due fees for using the paid road network, the Client undertakes to recover fully the paid pecuniary sanctions immediately after receiving invitation.

**2.16.** In the case of loss, theft or destruction of BD, the Client should immediately inform “DSI” JSC to this end via the Client service centre of “DSI” JSC, which would immediately include the particular BD in the black list. After the BD is announced as lost, stolen or destroyed, the Contract would be terminated in view of the particular BD.

**2.17./modified via resolution passed by the Board of Directors of “DSI” JSC dated 25.09.2023./** After announcing the particular BD as lost, stolen or destroyed, “DSI” JSC has the right to accrue Default payment to the Client for missing board device.

**2.18.** In a term of 2 /two/ business days, after the particular BD is announced as lost, stolen or destroyed, the Client could declare new board device for the same LV, for the remaining term of using the lost, stolen or destroyed Board device in conformity with the remaining effective term of the entered contract.

**2.19.** In the case of deviations established by the Client or its employees in the work of the Board device or whatever system, or in the case of notifying to this end, or on scheduled or extraordinary prophylactics, including via alert, the Client should undertake the necessary actions and conform and perform all requirements and procedures set by “DSI” JSC including in order to avoid sanctions. In the case of available technical issue in or related to the BD, the Client should check whether it is accurately connected to the power supply system of the LV, then connect it to the centre for servicing Clients of “DSI” JSC. If the problem is not eliminated, the Client undertakes to immediately declare the particular BD for such with technical issue, whereas as of this time until informing “DSI” JSC on the accrued tolls would be due and payable by the Client. After declaring the technical issue, the particular BD would be included in the black list and would be perceived as invalid.

**2.20.** In all cases in which DSI JSC has the right to include the Board device in the Black list the latter has the right to suspend delivering toll declarations for LV and without including its board device in the Black list, for a term not longer than 24 hours, and after its expiration BD would be included in the Black list, if the reasons behind suspending the delivery of toll declarations are still present after this term. In all cases under the previous sentence, as well as in all cases of including BD in the Black list, irrespective of the reasons behind this, DSI JSC immediately informs the Client to this end.

**2.21.** In the case the BD delivered by the Client is inactive (does not generate traffic) for a term of 30 (thirty) consecutive calendar days, DSI JSC has the right to partially terminate the Contract, in terms of the particular BD, and sends 30-days’ notification to the Client, thus informing it that after the expiration of the effective term of the notification, the BD would be de-associated from the particular LV and would be marked in the system as invalid, and may

no longer be used by the Client. The invalid BD would be included in the Black list, and the Client is obliged to return it to “DSI” JSC according to the terms and conditions described in the present General terms and conditions.

**2.22.** */modified via resolution passed by the Board of Directors of “DSI” JSC dated 25.09.2023./* If after returning the BD to “DSI” JSC it is established that there is physical or software intervention in BD, implying its inaccurate use, “DSI” JSC, draws protocol on finding of these circumstances and sends it to the Client, onto which default payment is accrued for physical or software manipulation of the Board device.

**2.23.** If we find out software or physical manipulation of the BD, the Client could declare new Board device for the same LV, during the term of using the Board device with technical issue, only in the case it pays “DSI” JSC in advance the default payment for physical or software manipulation of the Board device, whereas “DSI” JSC has the right to refuse delivering new BD, if the particular default payments are not effected.

**2.24.** The return of Board device should be performed to an address defined in the appendix to the contract. Before returning the particular BD to “DSI” JSC, the Client undertakes to inform “DSI” JSC on returning the particular BD via the Client service centre of “DSI” JSC. In the case the Client does not declare BD for return to “DSI” JSC, before sending it to “DSI” JSC, the BD would keep transferring data and the Client would be charged for the distance along which the BD is moving onto the paid road network until it gets returned and deactivated by “DSI” JSC at the time of its reception.

**2.24.1.** */modified with resolution of the Board of Directors of “DSI” JSC passed on 11.03.2021/* The Client undertakes to follow the procedure below when returning the BD: the Client gets in touch with an Operator in order to declare the return of particular BD, then the operator places an order in the system and sends via email the Protocol for describing the condition of the BD and the inventory to it, to the Client. After filling in the protocol, the Client on its account sends it together with the appendices to it and the BD subject to return to a warehouse of “DSI” JSC with the option for review and test by a representative of “DSI” JSC. “DSI” JSC or their representative refuse to accept the deliveries in view of which the following requirements have not been cumulatively satisfied: a/ no order was placed by an Operator in the system; b/ the delivery was not sent with option for review and test; c/ the delivery was not sent on the account of the client; d/ no protocol is filled in and signed that describes the condition of the BD and the inventory to it; d/ the data in the protocol do not reflect the condition of the BD or the inventory in the delivery;

**2.25.** After declaring the board device for return via the Client service centre of “DSI” JSC, the latter is finally and immediately de-associated with the LV and should be marked in the system as invalid, and could no longer be used by the Client. The Client immediately undertakes in the case of suspended use of the particular Device to perform the procedures foreseen in the system of “DSI” JSC or the Partner, in view of terminating the data delivery for the purposes of toll charging. In the case the Client does not do this, the Device could keep sending data and tolls would keep accumulating, even if the Device is eliminated/disassembled from the LV or LV is not moving on its own, as well as at every other time when the Device is moving along the paid road network, whether in placed/assembled in particular LV or not. In the case we do not perform the procedures for terminating the data transfer, the Client fully bears the responsibility for paying the accrued tolls, as well as the sanctions levied as a result of this.

**2.26.** Up to 3 (three) business days after the expiration of the term for using the board device or the effective term of the contract or its termination ahead of time, the Client undertakes to return the Board device to “DSI” JSC to the address defined in the appendix to the contract while conforming to the present General terms and conditions.

**2.27.** In the case BD undergoes damages, the Client undertakes to send it for repairs to “DSI” JSC to the address defined in the appendix to the contract.

**2.28.** */modified via resolution passed by the Board of Directors of “DSI” JSC dated 25.09.2023./* After fully or partially terminating the contract (in terms of the particular BD), the Client undertakes to return to “DSI” JSC the board device at the address defined in the annex to the contract in good condition, together with all its belongings and original package.

**2.29.** */modified via resolution passed by the Board of Directors of “DSI” JSC dated 25.09.2023./* In the case the Client does not return the board device that was provided to it for use or if the returned device is not in Full set or not in good condition, “DSI” JSC has the right to accrue for the Client Default payment for missing board device.

**2.30.** The Client should monitor in careful and due manner the systems of the Partner and “DSI” JSC and the provided email for messages and alerts related to deviations in the normal collection and provision of data, in order to avoid sanctions. This obligation is in effect for the Client throughout the period in which the vehicle for which data are provided, is moving along paid road network.

**2.31.** The provisions of the present section are enforceable in the cases in which the Clients use own or Board devices provided by a Partner of “DSI” JSC and/or Devices for satellite positioning.

**2.32.** The Parties could deviate from the present provisions in the case this is explicitly agreed in Trilateral contract or in Contract entered with end Client, including in the appendices to the latter.

**Chapter 3. BOARD DEVICES PURCHASED BY “DSI” JSC OR PARTNERS OF “DSI” JSC** */modified via resolution passed by the Board of Directors of “DSI” JSC dated 10.11.2022; the title was modified via resolution passed by the Board of Directors of “DSI” JSC dated 25.09.2023/*

**2.33.** The Client could purchase from “DSI” JSC Board device/s on the grounds of Contract for board devices and data traffic. The Client informs “DSI” JSC in writing about its intention to enter this type of contract.

**2.34.** The purchased Board devices should be sent and received by the Clients according to the provisions of the Contract for board devices and data traffic. The ownership of the devices is transferred to the Client only after paying the full price of the commodity in the manner and in the terms defined in the particular contract. The devices are not subject to return to “DSI” JSC or the Partner of “DSI” JSC after the expiration or termination ahead of terms of the effective term for using the Board device or after terminating the Contract, irrespective of the reason behind this.

**2.35.** In the case the Board device purchased by “DSI” JSC is damaged, the applicable procedure is the one for warranty service of “DSI” JSC.

**2.36.** In the case of finding out software or physical manipulation of the Board device performed or allowed by the Client or its employee, to which end the Client did not inform in timely manner “DSI” and resulted in errors when calculating the Toll due and payable for the particular land vehicle, the Client owes indemnity for all the sanctions levied on “DSI” JSC in its capacity of National Service Provider as a result of the lower volume of collected Tolls.

**2.37.** The provisions of point 2.3 – point 2.32 are also in effect for Board devices purchased by the Client from “DSI” JSC, as long as it was not explicitly agreed otherwise in the present section, in Trilateral contract, in Contract entered with end Client or in Contract for board devices and data traffic.

**2.38./modified via resolution passed by the Board of Directors of “DSI” JSC dated 23.11.2022/**The Client could purchase Board devices from approved partners of “DSI” JSC that were informed in advance about the enforceable minimum requirements towards the Board devices used by the Clients, who certified before “DSI” JSC that the Board devices offered by them are in conformity with these requirements. The relations between the Client and the particular partner in relation to the Board device would be settled via individual agreement.

**Section 3. CREDIT LIMIT. SUM IN ADVANCE. BANK OR DEPOSIT GUARANTEE**  
/the title was modified via resolution passed by the Board of Directors of “DSI” JSC dated 29.02.2024/

**Chapter 1. CREDIT LIMIT IN THE CASE OF CONTRACT WITH POSTPONED PAYMENT** /new title was passed via resolution passed by the Board of Directors of “DSI” JSC dated 29.02.2024/

**3.1./modified via resolution passed by the Board of Directors of “DSI” JSC dated 29.02.2024/**In the case of Contract with post payment, “DSI” JSC defines Client’s Credit limit that is secured via the bank guarantee defined below, or deposit guarantee that is depositing money sum to account of “DSI” JSC. The amount of the credit limit is an aggregate of the amount of the due tolls from all LV included in the Contract, for a period of 14 days, bearing in mind the following data: LV number, which would be included in the Contract, data about the LV type, their ecological category, number of axes and average run per each LV for a period of 14 (fourteen) days, included in the Contract. The amount of the Credit limit is defined in Appendix to the Contract and is modified after entering follow-up annexes, if necessary.

**3.2./modified via resolution passed by the Board of Directors of “DSI” JSC dated 29.02.2024/**The amount of the Credit limit would be exhausted with the accrual of the due and payable Toll fees in terms of the vehicles included in Appendix № 1 to the particular Contract and other sums due and payable under the Contract. In the case of reaching the value of the sums due and payable by the Client under the contract, equal to 50% /fifty per cent/ of the value of the Credit limit “DSI” JSC informs the Client via message sent to each and every Board device included in the Contract, as well as via the communication channels defined by the Client. In order not to suspend the services for e-charging on behalf of “DSI” JSC when reaching the Credit limit, the Client should supplement the value of the Credit limit and pay fully or partially sums for Tolls disbursed until then and/or other due and payable sums under the Contract.

**3.3./modified via resolution passed by the Board of Directors of “DSI” JSC dated 29.02.2024/**If the value of the sums due and payable under the Contract reaches 100 % /one hundred per cent/ of the value of the Credit limit, “DSI” JSC notifies the Client to this end, suspends rendering the services for e-charging under the contract, as well as we suspend transferring data from the board devices under the contract on behalf of “DSI” JSC and these are included in the Black list. If the service for e-charging is suspended, the particular board

device shows red light and message that the service was suspended because of exceeded credit limit, whereas the LV to which the particular BD is associated, does not have the right to be moving along the paid road network.

**3.4.** The parties agree that the responsibility for suspending the service for e-collection of fees for moving along the paid road network, after achieving the Credit limit is fully borne by the Client and “DSI” JSC does not owe indemnity for damages and opportunity costs suffered by the latter as a result of suspending the access to the service. The non-reception of the notification by the Client under point 3.2 or point 3.3. does not cancel Client’s obligation to monitor the amount of its Credit limit of its user profile and pays the sums due and payable to “DSI” JSC if necessary.

**3.5./**modified via resolution passed by the Board of Directors of “DSI” JSC dated 29.02.2024/  
If during the effective term of the Contract with postponed payment some of the factors used for calculating the Credit limit undergo significant change, the parties would cooperate to define a new Credit limit that is defined in annex to the Contract;

**3.6.** In the case of termination or suspension of the service for e-charging or in the case the particular board device is included in Black list at a time of initiated and continuing use of the paid road network hence it suspended transferring data so that it could keep using the paid road network or start a new one, before the repeated activation of the board device, the Client could buy a route map that could be done from the website of “DSI” JSC or from the commercial network of its partners.

**3.7.** In the case of reached Credit limit and suspended board devices, “DSI” JSC performs follow-up activation of the particular BD included in the Contract only after the Client pays all sums due and payable under the contract until then.

## **Chapter 2. ADVANCE SUM IN THE CASE OF CONTRACT WITH PREPAYMENT**

/the title was modified via resolution passed by the Board of Directors of “DSI” JSC dated 29.02.2024/

**3.8.** /modified via resolution passed by the Board of Directors of “DSI” JSC dated 29.02.2024/ In the case of entering Contract with prepayment, the Client defines the amount of the sum it would pay in advance for using the service that is advance payment of tolls that would be accrued during the effective term of the contract and other sums due and payable under the Contract. The amount of the Sum in advance could not be lower than the minimum Sum in advance defined for the Clients with particular number of vehicles included in the Contract and about this minimum sum the Client is notified before entering the Contract.

**3.9./**modified via resolution passed by the Board of Directors of “DSI” JSC dated 29.02.2024/  
The advance sum should be transferred to a bank account defined in the Contract of “DSI” JSC then it has the right to utilize sums under accrued and due and payable tolls for Client’s LV defined in Appendix № 1 to the Contract as well as other sums due and payable under the Contract. The utilization of the advance sum would be performed unilaterally by “DSI” JSC whereas the occurred monetary debts under the Contract would be extinguished in view of their occurrence. The utilization of the Sum in advance would be performed with the particular enforcement of the rules about reaching the Credit limit under point 3.2 and point 3.3.

**3.10.**/modified via resolution passed by the Board of Directors of “DSI” JSC dated 29.02.2024/In the case of terminating or suspending the e-charging service because of exhausting the Sum in advance under point 3.3 the enforceable rules would be the ones about reaching the Credit limit under point 3.4, point 3.6 and point 3.7. In the case the sum paid in advance is supplemented before reaching the values under point 3.3, the contract remains effective until its exhaustion or until the Client sends unilateral statement on its termination, in which case “DSI” JSC should reimburse the non-utilized part of the Sum in advance in bank account defined by the Client in a term of 1 (one) month as of receiving the notification under this point.

**Chapter 3. BANK OR DEPOSIT GUARANTEE UNDER THE CONTRACT WITH POSTPONED PAYMENT** /the title was modified via resolution passed by the Board of Directors of “DSI” JSC dated 29.02.2024/

**3.11.** In order to secure the payment of its obligations under the Contract with delayed payment, the Client undertakes to issue in the interest of “DSI” JSC in a term of 7 (seven) business days as of entering the contract between them, unconditional and irrevocable bank guarantee for the sum of Credit limit, increased with 20% (twenty per cent), according to the template – appendix to the contract, being integral part of the present general terms and conditions, whereas all costs for the issuance of bank guarantee are borne by the Client.

**3.12.** The amount of the Credit limit is defined in Appendix to the Contract and is modified after entering additional annexes to the contract.

**3.13.** In the case of entering annexes to the contract for increasing LV number included in the Contract, the Client undertakes to supplement the available bank guarantee with the particular sum as a prerequisite for modification’s effectiveness.

**3.14.** In the case of decrease of the LV numbers included in the Contract, the Client has the right to request from “DSI” JSC particular decrease of bank guarantee’s amount.

**3.15.** The bank guarantee should be issued for a term of at least 13 /thirteen/ months and should be re-issued not later than 30 /thirty/ calendar days before the expiration of this term with new bank guarantee whose term is at least 13 /thirteen/ months.

**3.16.** In the case the Client does not reissue the bank guarantee in a term of 10 /ten/ calendar days before the expiration of the term of the issued bank guarantee, “DSI” JSC has the right to suspend rendering services for e-collection of road fees until the provision of the new bank guarantee, as well as to raise claim for the payment of the available as of this time Bank guarantee in the case of due but unpaid sums by the Client towards “DSI” JSC including for accrued default payments, receivables for indemnities.

**3.17.** The Client undertakes to ensure continuity of the coverage provided by the issued bank guarantees until the expiration of 30 /thirty/ calendar days after the date of the expiration of the effective term of the entered contract.

**3.18.** The Bank guarantee could be used by “DSI” JSC fully or partially for collecting the required and delayed receivables that the latter has from the Client and which result from or are related to the Contract, including all types of default payments and indemnities, as well as in the case of default under Client’s obligations hereto.

**3.19.** The provisions of the present section concerning the bank guarantee are in effect in the cases whereas the Client chooses to provide deposit guarantee instead of bank guarantee and

deposit money sum at the amount defined in point 3.8 to the account of “DSI” JSC that secures the payment of Client’s obligations under the contract.

3.20. The provisions concerning the incorporation of the bank guarantee are not enforceable in the cases in which the Client should pay the due tolls to the partner of “DSI” JSC on the grounds of entered trilateral contract.

#### **Section 4. ROUTE MAP**

**4.1.** “Route map” – this is an e-document that is issued for preliminary payment of Toll for route declared in advance. The toll amount is defined according to the Tariff for the fees being collected for passing and using the republican road network, on the grounds of the initial, interim and final travel points declared by the Client.

**4.2.** The Client should select a route and define initial and final route point, as well as up to four interim route points, as well as check whether along the route layout there are no standing prohibitions on section of the road network for the LV selected by the Client.

**4.3.** When using route map, the Client should pass only along the route selected and paid by it, otherwise the Client would be in violation of the rules under the Road Traffic Act, while passing along a section of the paid road network that is not included in the selected route.

**4.4.** The Client is notified that “DSI” JSC does not bear liability for damages suffered by the Client and/or owner of the LV, including opportunity costs, sanctions levied by state bodies and others as a result of the route selected by the Client.

#### **Section 5. MANNER AND TERM OF PAYMENT**

**5.1.** In the contract entered between “DSI” JSC and the annex to it, we define the term of using each BD, the particular reporting period and the payment term, in the case of Contracts with post-payment, whereas “DSI” JSC undertakes to inform the Client regularly on the sums due and payable by it, which sums the Client undertakes to pay in the terms agreed in the contract and the annex.

**5.2.** In the case that one LV is included in the Black list as a result of unpaid tolls, “DSI” JSC undertakes to include the LV under Client’s Contract in the White list and reflect it in the e-system for collecting tolls, only after paying the sums due and payable by the Client and processing the payment. The Client is notified that in order to include the device in the White list it would be additionally notified in the manner selected by it and defined in Annex to the contract, and before this notice, the device would not be transferring data about the distance travelled by the particular LV with which it is associated.

**5.3.** The RIA enters once daily in the e-system for collecting tolls the data from each and every received White list, sent by “DSI” JSC. The validity of each and every white list becomes effective as of the time at which the RIA sends confirmation to “DSI” JSC stating that the data from the list have been entered in the e-system for collecting tolls.

**5.4.** The LV included in the Contract have the right to be travelling once again without being violators along the paid road network only after their repeated inclusion in the White list and their indicators glow in green.

**5.5./modified via resolution of the Board of Directors dated 26.05.2021/** The Client was informed that RIA has a specific internal procedure for correcting the evidence entries in the System for secondary integration and law enforcement, being operated by the agency via

which missing toll declarations for single toll segments of already passed route could be consequently filled in. The procedure is performed according to the terms and conditions of agency's procedure and in view of its strict discretion of the circumstances.

**5.6./modified via resolution of the Board of Directors dated 26.05.2021/** When implementing the abovementioned procedure in terms of the performed usage of the paid road network by the Client, the Client agrees for "DSI" JSC to be paying the tolls accrued by the agency for the particular initially skipped single toll segments, on behalf and on the account of the Client in the deadlines defined by RIA. The Client would be informed about the due sums under the additionally filed single toll segments, in the report following the accrual of sums by RIA, whereas these are due and payable together with the next contractual payment.

## **Section 6. PAYMENTS UNDER THE CONTRACT. TYPES OF DUE AND PAYABLE SUMS. DOCUMENTS ISSUED BY "DSI" JSC.**

**6.1./modified via resolution passed by the Board of Directors of "DSI" JSC dated 25.09.2023/**The sums due and payable under the contract should be paid in BGN, and no payment in other currency would be accepted. The sums due and payable under the contract would be paid to bank accounts of "DSI" JSC defined in the contract between the parties as long as these General terms and conditions or the Contract do not provide otherwise. All the costs incurred for effecting local or transborder money transfers would be borne by the Client.

**6.1.1./modified via resolution passed by the Board of Directors of "DSI" JSC dated 25.09.2023./**The Client owes the following sums in relation to rendering the service for e-collection of fees for travelled distance:

**a) Tolls.**The Clients pay tolls including via purchasing Route maps at an amount defined in conformity with the Tariff of fees that is enforceable as of the particular period, being collected for passing and using the republican road network. The toll fees are payable in timely manner and in conformity with the contract entered with "DSI" JSC and the appendices to it, except for the cases of purchasing the Route maps that are always payable in advance at the time of declaring the route.

**b) /modified via resolution passed by the Board of Directors of "DSI" JSC dated 29.02.2024/Sum paid in advance.**In the case of entered Contract with prepayment, the Client pays sum in advance at the amount and within the terms defined in the particular Contract and the appendices to it, in view of the order of Section 3, Chapter2.

**c) /modified via resolution passed by the Board of Directors of "DSI" JSC dated 29.02.2024/Deposit guarantee (money deposit) under the Contract.**In the case of entered Contract with postponed payment, the Client pays deposit guarantee or provides bank guarantee at the amount and with the terms defined in the particular Contract and the appendices to it, in view of the order of Section 3, Chapter3.

**6.1.2./modified via resolution passed by the Board of Directors of "DSI" JSC dated 25.09.2023/**The Client owes the following sums in relation to the Devices for satellite positioning or Board devices used for the purposes of rendering the service for e-collection of fees for travelled distance:

**a) Sale price of the device.**In the case the Client ordered purchase of Device for satellite positioning or of Board device at the time of entering the contract as well as at the time of subsequent order of new device for LV, included in the Contract, the Client pays price at an

amount defined in the particular sales contract that is entered with “DSI” JSC or with approved partner of “DSI” JSC, including in the cases of informal contract for commercial sale. The Client should be informed about the device price and the payment terms and conditions when filing the order.

**b) Fee “Fixed installation”.** If depending on the LV type in view of the particular Device for satellite positioning or Board device fixed installation of the device is to be performed, the Client pays uniform one-time fee for each and every device that is subject to fixed installation. The Client would be informed about the need of fixed installation and its amount at the time of filing the order. The installation would be performed in the service centres of the partners of “DSI” JSC or by their mobile teams and the fee is payable to the particular partner who performs the installation.

**c) /modified via resolution passed by the Board of Directors of “DSI” JSC dated 29.02.2024/Fee “Service of device”.** The Client pays uniform monthly fee for each and every purchased or provided for use Device for satellite positioning or Board device. The fee includes the costs for the device maintenance and data transfer via it. The fee is due and payable for each and every initiated calendar month of using the device, whereas its amount is fixed and does not depend on the time during which the device was in active use during the month. The fee is not due and payable if the individual Credit limit or the Sum in advance agreed under the Contract entered with the Client, cover the costs for the device maintenance and the data transfer via it or these are included in the price of the telematic services being rendered to the Client via the same device on behalf of the Partner, from whom the Client purchased or received for use the device, on the grounds of particular contract entered between them. For avoidance of doubt, the Client should be informed about the due and payable fee and its amount before the occurrence of grounds for its accrual.

**d) Fee “Board device recycling”.** In the case of returning the Board device that was provided for temporary use, the Client pays uniform one-time fee for recycling the device and he or she would be informed about its amount at the time of ordering the Board device for return via the Client service centre of “DSI” JSC. The fee is not due and payable for Board devices purchased by the Client, as well as for devices that during the contractual period have not been installed and operated.

**6.1.3./modified via resolution passed by the Board of Directors of “DSI” JSC dated 25.09.2023./**The Client owes the following other sums under the Contract entered with “DSI” JSC:

**a) Fee “Individual or specific administrative service under contract.”** In the case the Client declares an administrative service, whose rendering is not provided for in the present General terms and conditions or in the Contract entered with “DSI” JSC, the Client pays a uniform one-time fee and it should be informed about its amount at the time of placing the order.

**b) Fee “Processing transborder money transfer”.** In the case the Client effects payments under the Contract entered with “DSI” JSC via transborder money transfer and the costs incurred for it were not fully borne by the Client (option OUR), the Client pays uniform one-time fee for processing the effected payment. Fee is not due and payable when the payment was effected with costs that were fully borne by the Client, via virtual POS terminal or

towards Partner of “DSI” JSC. For avoidance of doubt, the Client should be informed about the due and payable fee and its amount before the occurrence of grounds for its accrual.

c) **Other fees**, in the cases in which this is provided by contracts entered between “DSI” JSC and the Client.

**6.1.4.***/cancelled via resolution passed by the Board of Directors of “DSI” JSC dated 25.09.2023./*

**6.1.5.***/cancelled via resolution passed by the Board of Directors of “DSI” JSC dated 25.09.2023./*

**6.2.** In the case of delayed payment of due and payable tolls, which lasted more than 3 business /three/ days after the maturity date, “DSI” JSC has the right to get satisfied from the provided bank guarantee or money deposit, and in the case the guarantee could not be utilized in a manner in which to fully extinguish the due receivable, “DSI” JSC has the right to stop rendering services for the Client under the Contract, including e-collection of tolls, whereas all LV under the Contract are included in the Black list. In this case, “DSI” JSC has the right to unilaterally terminate/dissolve the contract fully or partially, in view of particular LV, after sending unilateral statement in writing to the Client with immediate effect.

**6.3.** In view of recovering the service for collecting tolls, the Client pays all sums due and payable until this time and after their payment “DSI” JSC recovers the service for e-charging in a term of 24 /twenty-four/ hours after receiving the due and payable sums and the application to “DSI” JSC on recovering the service for e-collection of tolls.

**6.4.** In the case of delayed payment of the fees due and payable by the Client or default payments that lasted more than 1 (one) month, after its payment term, “DSI” JSC has the right to terminate unilaterally and ahead of term the Contract fully and in terms of all board devices.

**6.5.** “DSI” JSC issues the following documents for payments due and payable by Clients:

**6.5.1.** Inquiry for due tolls or receipt for route maps.

**6.5.2.** Receipts for deposits.

**6.5.3.** Invoices in the cases whereas this is foreseen in contracts entered between “DSI” JSC and the Client.

**6.6.** The Client could receive message via email from “DSI” JSC in the case of each and every payment document issued by “DSI” JSC for the sums due by it.

**6.7.** Each and every issued Inquiry on the due tolls is sent electronically to Client’s email defined below in the contract whereas it is perceived as received with sending the e-message to the defined email. The Parties confirm that they would perceive such inquiry as valid accounting document irrespective it is in digital pattern.

## **Section 7. DEFAULT PAYMENTS UNDER THE CONTRACT**

The Client owes “DSI” default payments in the following cases and amounts:

### **7.1. Default payment in the case of contractual termination ahead of terms because of Client’s.**

In the case of terminating the Contract ahead of terms in the cases under point 6.2 and point 6.4 of the present General terms and conditions we terminate correspondingly the term of

using all Board devices included in the Contract, whereas the Client owes “DSI” JSC payment of total default payment at the amount of 10 % of the declared and unpaid sums.

**7.2. Default payment for missing board device.** In the case of missing board device that is provided by the Client under the Contract, “DSI” JSC accrues default payment at the amount of 300 /three hundred/ BGN for each and every board device. Such default payment would not be accrued for board devices purchased by “DSI” JSC.

**7.3.** In the case of physical or software manipulation of the board device established by “DSI” JSC (of violated integrity) that is presented to the Client, it calculates default payment at the amount of 300 /three hundred/ BGN for each and every board device. Such default payment would not be accrued for board devices purchased by “DSI” JSC.

## **Section 8. PROCEDURE FOR ENTERING AND TERMINATING THE CONTRACT. EFFECTIVE DATE OF THE CONTRACT**

**8.1.** The Contract under which the payment is secured with bank or deposit guarantee is perceived as entered as of the time at which it was entered by the parties, yet it becomes effective at the time of providing the Bank or deposit guarantee (money deposit) under the present General terms and conditions and in conformity with the requirements defined in the Contract and the present General terms and conditions whereas it is entered for a term of 1 (one) year as of the time of providing the Bank or deposit guarantee. The effective term of the contract would be automatically extended for a new term of 1 (one) year in the case that neither party under the contract has not sent a notification in writing to the counter party, not later than 1 (one) month before the expiration of the effective term of the contract whereas with its expiration we would perceive the contract as terminated on the grounds of expiration of the agreed term. This rule is enforceable for each following period of contractual continuation.

**8.2.** In the case of entered contract with prepayment, the contract is perceived as entered after depositing advance sum to the bank account defined in the Contract of “DSI” JSC whereas we implement the terms and conditions of point 8.1 correspondingly.

**8.3.** At the time of entering the Contract, if the Client does not provide Bank guarantee or money deposit to the account of “DSI” JSC in a term of 7 /seven/ business days as of entering the Contract, “DSI” JSC has the right to delay the delivery of the Board devices until the foreseen bank or deposit guarantee is not established. In the case the Client is in delay after the effective term under the previous sentence that lasted more than 20 /twenty/ calendar days, the Contract is perceived to be terminated and does not bring about legal consequences between the parties with neither party having to make additional statement.

**8.4.** In the case of adding Board device to the LV, after the effective term of the Contract, in the case the Client does not fill in the Bank or deposit guarantee in 7 /seven/ business days as of entering the annex, “DSI” JSC has the right to delay the delivery of board devices defined in the particular appendix until filling in the particular type of guarantee.

**8.5.** The term for using each and every board device declared herewith is the effective term of the contract in the case the Client has not defined other term. Every board device added by the Client to a LV that is included in the Contract, in the case the Client has not defined other term of use, is with term of use for the remaining effective term of the entered contract, as of the date of association by “DSI” JSC of the board devices associated by the Client to the LV,

included in the Contract. The term of use of every board device is extended correspondingly with each and every extension of the effective term of the Contract and is terminated when terminating the effect of the Contract.

**8.6.** In the case that neither party has sent to the other statement in writing on terminating the Contract in view of particular Board device associated with LV, included in the Contract, for a term of 1 /one/ month before the expiration of the effective term of the contract, the term for using each and every board device is automatically extended for a new term of 1 (one) annual period and every party could partially terminate the Contract in view of particular Board device after sending one-month notification in writing to the other party. The Client does not owe return of the devices purchased by “DSI” JSC.

**8.7. Termination on behalf of the Client.** The Client has the right to terminate the Contract entered with “DSI” JSC fully or partially – in terms of particular Board device in the following hypotheses:

**8.7.1.** The Client has the right to partially terminate the Contract – in terms of particular Board device without sending notification in writing and return the Board device with which it was provided, according to the order foreseen in the present General terms and conditions. The Client does not owe return of the devices purchased by “DSI” JSC.

**8.7.2.** The Client has the right to terminate unilaterally and ahead of term fully the Contract entered with “DSI” JSC with one-month notification in the case there are no unpaid debts towards “DSI” JSC and after giving back to “DSI” JSC the board devices with which it was provided, without owing default payment. The Client does not owe return of the devices purchased by “DSI” JSC.

**8.7.3.** The Client has the right and without owing default payments to terminate the Contract with unilateral notice in writing to the attention of “DSI” JSC in the case the service for collecting tolls has not been provided for more than 30 /thirty/ consecutive calendar days.

**8.8. Termination on behalf of “DSI” JSC.** Except for the cases under point 3.9, point 6.2 and point 6.4, “DSI” JSC has the right to immediately and without notification terminate the Contract entered with the Client because of its fault, after sending an unilateral statement in some of the following prerequisite cases:

**8.8.1.** In the case of manipulation of the Board device by the Client;

**8.8.2.** In the case of default under other obligation on behalf of the Client under the Contract and the present General terms and conditions that lasted more than 30 days after sending notice by “DSI” JSC in which 30-days’ term the Client is provided with the right to eliminate the default.

**8.8.3.** In the case we find out that the User or controller under the contract has provided erroneous identification data at the time of entering the Contract or in the case of follow-up addition of Board devices.

**8.8.4.** In the case that in terms of the Client an insolvency or liquidation proceedings are initiated.

**8.8.5.** In the case of terminating the contract, “DSI” JSC would immediately inform the Client in the information channels between them.

**8.9.** The Contract entered between the Client and “DSI” JSC would be terminated immediately after terminating “DSI” JSC’s registration as National service provider for e-collection of fees for travelled distance, in which case “DSI” JSC does not owe the payment

of whatever indemnities to the Client or to third parties.

**8.10.** The Contract would be partially terminated – in terms of particular Board device, in the cases under point 2.11 and point 2.16, as well as in the case the latter is inactive (does not generate traffic) for a term of 30 (thirty) consecutive calendar days, after sending a 30-days\ notification in writing by “DSI” JSC to the Client.

**8.11.** In the case of fully or partially terminating the Contract – in terms of particular Board device, for LV included in the Contract, irrespective of the grounds behind this, the particular Board devices provided to the Client would be deactivated by “DSI” JSC and if necessary would be returned by the Client to “DSI” JSC in a term of 3 /three/ business days as of the date of terminating the Contract. The Client does not owe return of the devices purchased by “DSI” JSC.

**8.12.** In the case the Client does not return “DSI” JSC the Board devices associated to the LV in the Contract within the abovementioned term, “DSI” JSC could withhold the deposit provided by the Client when entering the contract and accrues default payment, correspondingly the one for missing BD.

## **Section 9. ALERTS AND CLAIMS**

**9.** All the claims or complaints related to the services being provided by “DSI” JSC should be communicated to “DSI” JSC in writing or via e-statement to the defined email address and would be reviewed by “DSI” JSC, correspondingly the Client would be informed on the resolution passed for the filed claim or complaint in 15 /fifteen/ days’ term as of filing it, whereas filing the particular complaint or alert does not release the Client from its obligation to be paying the sums due and payable under the Contract.

## **Section 10. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS**

**10.1.** Before entering the Contract, the Client declares that it reviewed and understands the contents of the present General terms and conditions and accepts them unconditionally.

**10.2.** “DSI” JSC has the right at any time to change the contents of the General terms and conditions, whereas the change of the general terms and conditions would be notified to the Clients via the communication channels whereas these are published at the websites of “DSI” JSC’s partners and be sent to the Clients via email to the email address provided by the Clients at the time of registration.

**10.3.** The changes of the Tariff of fees under article 10, paragraph 6 of the Roads Act, as well as the modifications of the scope of the Paid road network are not perceived as changes of the present General terms and conditions.

**10.4.** In the case of modification of the general terms and conditions towards Clients that are physical persons they could give up on the contract, without defining reasons and without owing indemnity or default payment for termination, or keep performing them before the modification of the General terms and conditions. The User could exercise this right and send notice in writing to “DSI” JSC in one-month term as of receiving the notice on the modification of the General terms and conditions. In the case in the defined term the user does not undertake actions for informing “DSI” JSC it would be perceived as bound with the modified General terms and conditions.

**10.5.** In the cases of modification of the present General terms and conditions, in the cases in which the contract is entered with a person that is not user under Consumer Protection Act, the particular modification is sent to the Client in the notice manner selected by it, in the case the latter does not object in writing and explicitly in 5 (five) business days' term, it would be believed the latter accepts them and would enforce them with the modifications in their relations.

## **Section 11. FORCE MAJEURE**

**11.1.1** Force majeure is circumstance (event) of extraordinary character that occurred after entering the Contract, could not have been foreseen and does not depend on parties' will such as: fire, production wrecks, military actions, natural disasters – storms, pouring rain, floods, hail, earthquakes, icing, drought, landslide and other natural elements, embargo, government prohibitions, strikes, riots, insurrections etc. that impact the performance of the obligations of whatever party to the Contract;

**11.1.2.**In all cases the parties under the Contract explicitly agree to qualify as force majeure the availability of technical fault of the E-system for collecting road fees, of its individual components and/or elements related to the payment system of “Road Infrastructure” Agency.

**11.2.** The parties are not responsible and liable for the delay or default under their contractual obligations, whereas such default is due to force majeure.

**11.3.** The term for performing each and every obligation is continued pro rata to the period during which the performance was suspended because of force majeure.

**11.4.** In the case of occurrence of such circumstance, the particular party should as soon as possible but not later than 3 (three) days' term as of getting to know about the event, to notify the other party in writing. The notice should contain as a rule information about:

**11.4.1.** the expected impact of force majeure onto the Contractual performance;

**11.4.2.** proposals for the manners of avoiding or mitigating the effect of such event, or circumstance correspondingly;

**11.4.3.** the presumed period of effect and suspension of force majeure;

**11.4.4.** its possible consequences for the Contractual performance

**11.4.5.** As of the date of force majeure occurrence until the date of suspending its action, the parties undertake all necessary actions in order to avoid or mitigate the force majeure impact And keep performing their obligations under the Contract that have not been hindered by force majeure.

**11.5.** The Client agrees and accepts unconditionally that “DSI” JSC does not bear liability for whatever damages suffered by the Client as a result of force majeure circumstances or the ones beyond “DSI” JSC's control.

## **Section 12. GENERAL PROVISIONS**

**12.1.** Herewith the Client accepts unconditionally and irrevocably the present General terms and conditions and undertakes to conform to them.

**12.2.** In the case that some provision of the General terms and conditions is declared as null, this does not automatically result in the nullity of the general terms and conditions.

**12.3.** “DSI” JSC has the right to modify at any time the present General terms and conditions whereas their latest version would be available at company's website to the following

address:[www.digitoll.bg](http://www.digitoll.bg).

**12.4.** The Clients do not have the right to transfer their rights under the contract entered on the grounds of the present general terms and conditions, to third parties without “DSI” JSC’s consent provided in writing and in advance.

**12.5.** “DSI” JSC during the work process ensures the continuous and smooth use of the Platform. “DSI” JSC reserves its right to be stopping or limiting Clients’ access to the platform, in order to be performing activities related to updating, prophylactics or maintenance.

**12.6.** All the messages and notices and other patterns of communication related to Client’s Contract could be sent by “DSI” JSC to email or postal address defined by the Client when entering the Contract.

**12.7.** Rights and obligations of “DSI” JSC towards the Clients under the present General terms and conditions could be imposed to Partners of “DSI” JSC only in the case this is explicitly agreed in the particular Trilateral contracts entered by “DSI” JSC, the Partners and the Clients.

### **Section 13. PERSONAL DATA**

**13.1.** */modified via resolution passed by the Board of Directors of “DSI” JSC dated 23.11.2022/*The Clients provide their own or other data to “DSI” JSC, and agree that these would be used by “DSI” JSC for the maintenance of Clients’ user profiles, sending commercial messages to the Clients, performance of marketing research.

**13.2.***/modified via resolution passed by the Board of Directors of “DSI” JSC dated 23.11.2022/*“DSI” JSC would be using the provided personal data in conformity with the provisions of the policy on personal data protection that is available at the following website [digitoll.bg](http://digitoll.bg) With the provision of their personal data, the clients declare that they are aware of the policy on personal data protection.

**13.3.**“DSI” JSC uses the personal data filed by the Clients, data about the company and the LV for managing the platform in order to receive better service and optimization of services, as well as perform direct marketing. Each and every client has the right to object against this use whereas the objection would be considered and in the cases of direct marketing, processing would be immediately suspended. Further information about client’s rights in relation to their personal data is available in the policy on personal data protection which is available at the following address [digitoll.bg](http://digitoll.bg).

**13.4.***/modified via resolution passed by the Board of Directors of “DSI” JSC dated 23.11.2022/*“DSI” JSC uses the anonymized data received from the Board devices connected to reporting and collecting tolls, for statistics in order to improve the services being rendered to the Clients.

**13.5.** */modified via resolution passed by the Board of Directors of “DSI” JSC dated 23.11.2022/* If necessary, the parties settle their relations concerning the personal data protection via explicit agreement.

### **Section 14. ENFORCEABLE LAW**

**14.** In view of the contract entered between the parties, the annexes to it, the general terms and conditions on the grounds of which the contract was entered the norms of the Bulgarian

legislation are enforceable. All the disputes that have occurred between “DSI” JSC and the Clients would be resolved upon mutual consent or if this proves impossible, the disputes would be resolved by the competent Bulgarian court in the city of Sofia.

**Section 15. DEFINITIONS AND TERMS UNDER THE PRESENT GENERAL TERMS AND CONDITIONS** */the title was modified via resolution passed by the Board of Directors of “DSI” JSC dated 25.09.2023/.*

**15.1. “DSI” JSC** – “Digitoll Smart Infrastructure” JSC, is a legal entity entered, salesperson entered in the register of the national providers of services for e-collection of fees for travelled distance that performs the functions under article 10i of the Roads Act, under entered and effective agreement with the “Road Infrastructure” Agency that is individual or via a partner renders services for e-charging.

**15.2. “Platform”** is an e-portal of “DSI” JSC including <https://digitoll.bg> and the mobile application digitoll.bg, integrated with the RIA system.

**15.3. “Service for e-collection of fees for travelled distance”** – the processes for reporting by the national provider of services for the Toll segments which the land vehicle of the category under article 10b, paragraph 3 of the Roads Act entered, provision of declared toll data about these land vehicles, collection of the due and payable Tolls by the particular users of the paid road network and payment of the RIA fees and provision of other related additional services.

**15.4. “Client”** – physical person or legal entity that could enter contract with “DSI” JSC for rendering services for e-charging with post-payment that is LV owner included in the Contract or uses the latter on the grounds of contract entered with the owner;

**15.5. “User”** means physical person or legal entity that has the right to create User profile in online platform and has the right to be paying for toll products;

**15.6. “System of “DSI” JSC”** – multitude of sub-systems that service the obligations of “DSI” JSC under the contract entered with RIA, approved by RIA;

**15.7. “Default payment under the contract”** – sanction for default under Client’s obligations to the Contract entered with “DSI” JSC entered according to the present General terms and conditions;

**15.8. “NTM”** – means the National Toll Management, specialized division to the “Road Infrastructure” Agency;

**15.9. “RIA”** – means “Road Infrastructure” Agency to the Ministry of Regional Development and Public Works, which performs the functions of a person that collects road fees;

**15.10. “National Service Provider” or “NSP”** is a commercial entity that is doing business of rendering services for the e-collection of tolls throughout the Republic of Bulgaria;

**15.11. “Contract administrator”** – physical person or legal entity that has the right to manage a contract entered by a Client with “DSI” JSC after being empowered by the Client under the Contract. The Contract administrator has the right as Registered user to be managing the Contract on behalf and on account of the Client. The Client bears responsibility for all the actions performed by contract administrator;

**15.12. “User profile”** – section of the platform of “DSI” JSC that consists of email address being a username and the password to it, provided personal data and information related to the

user.

**15.13. “Username”** – means an email address of the person that operates the online platform, via which it is individualized in its relations with the service provider.

**15.14. “Contract”** – the contract was entered according to general terms and conditions for rendering services for e-collection of fees for travelled distance, entered between “DSI” JSC and the Client, and the particular annexes and appendices to it,

**15.15.** */cancelled via resolution passed by the Board of Directors of “DSI” JSC dated 25.09.2023/*

**15.16. “Toll fee”** – means each and every state fee due and payable by users or owners of land vehicles defined under article 10b, paragraph 3 of the Roads Act, which is due and payable under article 10, paragraph 1, point 2 of the Roads Act. The toll fee is defined by the technical characteristics of the road or road section, the travelled distance /toll segments in which the land vehicle entered/, the category of the land vehicle and the number of axes, its ecological characteristics and is defined in view of each and every individual road or road section covered by the scope of the Paid road network.

**15.17. “Route map”** – means an electronic document that is being issued for the advance payment of toll fee for a route declared and stated in advance. The amount of the toll is defined according to the Tariff of the fees being collected for passing and using the republican road network, on the grounds of the initial, interim and final travel points declared by the Client. The route map gives the LV user or the owner of the LV of the category under article 10b, paragraph 3 of the Roads Act right to pass one-time distance within the scope of the paid road network from initial to final point, with additional and defined in advance interim points that could be not more than four. The route map could be purchased not earlier than 7 calendar days before user’s travel date registered in the e-system for collecting tolls, and not earlier than 24 hours before the travel date – by non-registered user, whereas in both cases it is valid for a term of 24 hours from the declared initial date and time of travel.

**15.18. “Board device”** – means GNSS device model OBU-5310 that is assembled into the land vehicles and consists of the necessary hardware and software components suitable for collection, storage, processing and remote reception/transfer of data, via which we create Toll declarations.

**15.19. “Invalid board device”** - a Board device whose functioning is violated in a manner that does not allow “DSI” JSC to accurately prepare the toll declaration for travelled distance; and/or declared by the Client for lost, stolen, non-operational or destroyed; or is included in fully or partially terminated Contract in view of it;

**15.21. “Toll segment”** – is an outlined part of road or road section of the paid road network, individualized with identification number, traffic direction and geographic coordinates that designate the beginning and end of the particular toll segment, and for entering it the passengers owe toll fee;

**15.23. “Reporting the actually travelled distance of the paid road network”** – is reporting particular LV’s entering in toll segment, according to the actually received data from the board device for the distance travelled by LV included in the Contract in view of which toll is due and payable and it is calculated in conformity with the Tariff of fees;

**15.24. “Land vehicle in view of which Toll is due and payable”** – means the land vehicle with total technically admissible maximum mass/gross combined weight of over 3,5 tonnes

including the compounds of LV outside the ones under article 10a, paragraph 9 of the Roads Act;

**15.25. “White list”** is the list of the valid Board devices for which “DSI” JSC processes received data and delivers these data to the RIA, on the grounds of entered Contract. The White list is drawn, maintained and presented by “DSI” JSC to RIA once daily within the time diapason defined by RIA. The white list contains the following data: identification number of Board device and registration number of the LV, with which the Board device is associated;

**15.26. “Black list”** means a list of the invalid board devices or board devices for which “DSI” JSC stops processing the received data. It is believed that all board devices included in the Black list are not validly effective and do no transfer data for establishing the passage along the paid road sections (toll segments) of the particular land vehicles to which these refer, and in view of them the provider does not render service for e-collection of tolls until the latter are not excluded from this list. Black list is drawn, maintained and presented by “DSI” JSC to RIA once daily within the time range defined by RIA. The Black list contains the following data: identification number of the Board device and registration number of the LV, with which the Board device is associated;

**15.27 “LV owner”** is a person entered as owner in the certificate of particular LV’s registration;

**15.28. “LV user”** is every person that is different from the owner and is actually using the land vehicle;

**15.29. “LV covered by the Contract”** means the LV entered at the time of entering contract that are described in annex to the contract, as well as additionally added LV under the contract.

**15.30. “Paid road network”** – system of roads and their sections throughout the Republic of Bulgaria and for passing along them we collect toll and are defined as such in special list passed by the Council of Ministers and made public in “State Gazette” under article 10, paragraph 3 of the Roads Act.

**15.31. “Personal data”** – means the data identified as personal in the enforceable General Data Protection Regulation and the national legislation that are being collected and processed under the present general terms and conditions.

**15.32. “Toll declaration”** – multitude of the data, generated by board device - geographic location, data about the land vehicle - emission class, total technically admissible maximum mass including the LV compounds, number of axes, identification number of the Board device, date and time of entering a toll segment, used for defining the toll fee due and payable by the Client.

**15.33. “Fixed installation”** means permanent assembly of board device to LV’s electric installation performed by a shop with contract entered with “DSI” JSC that is authorized to this end and has the necessary competency.

**15.34./modified via resolution passed by the Board of Directors of “DSI” JSC dated 29.02.2024/ “Credit limit”** – means money limit provided by “DSI” JSC and secured by the Client with bank or deposit guarantee under the contract with postponed payment whose objective is to secure all the due Tolls in terms of the vehicle included in Appendix №1 to the particular Contract and other sums due and payable under the Contract.

**15.35. “Bank guarantee”** means collateral provided by the Client to “DSI” JSC under contract issued by the particular commercial bank that secures: the credit limit; the value of the board devices and all other sums due and payable under the contract by the Client;

**15.36. “Incomplete setup of board device”** means the absence of part/s of the device including the one for the purposes of supplying it;

**15.37.** */modified via resolution passed by the Board of Directors of “DSI” JSC dated 25.09.2023/* **“Partner of “DSI” JSC”** is a legal entity with which “DSI” JSC has entered contract, under which the Partner is empowered to enter contract with Client for e-collection of tolls, to provide and associate Board device or the device for satellite positioning, as well as to collect, on behalf and on the account of “DSI” JSC all due and payable payments by the Client, as well as for due tolls, as well as for other fees provided for in the present General terms and conditions.

**15.38.** */modified via resolution passed by the Board of Directors of “DSI” JSC dated 29.02.2024/* **“Advance sum”** is defined by the Client sum under Contract with prepayment entered with “DSI” JSC that is deposited in the account of “DSI” JSC and serves for preliminary payment of all due tolls in terms of LV included in Appendix № 1 to the particular Contract and all the other sums due and payable under the Contract;

**15.39. “Contract with prepayment”** is the Contract entered between the Client and “DSI” JSC according to which the Client pays via Advance sum at the amount defined in it the due tolls that would occur for LV included in Appendix № 1 to the particular Contract and this contract is entered as of providing the advance sum and there is term until its exhaustion.

**15.40. “Contract with post-payment”** is the Contract entered between the Client and “DSI” JSC according to which the due tolls should be paid by the Client to “DSI” JSC in reporting periods and payment terms defined in the Contract, with Credit limit defined in advance and secured with bank guarantee of money deposit.

**15.41. “Contract for board devices and data traffic”** is a Contract for sale of hybrid board devices and for rendering services in order to ensure data traffic entered between “DSI” JSC and the Client.