

## GENERAL CONDITIONS

### PRE-PAYMENT OF A PRE-DEFINED AMOUNT

(Prepaid Cards with a pre-defined face value/or charged online)

#### ADDRESSED TO ALL DRIVERS IN PORTUGAL USING A FOREIGN NUMBER PLATE VEHICLE FOR PAYMENT OF MOTORWAY TOLLS EQUIPPED EXCLUSIVELY WITH ELECTRONIC PAYMENT SYSTEM

This Agreement applies to all drivers of vehicles with foreign number plates travelling to Portugal wishing to benefit from the advantages of a toll prepaid service, in licensed motorways equipped exclusively with a toll electronic payment system.

### 1. DEFINITIONS

1.1 Unless expressly required by the context otherwise, the terms and expressions below have the following meanings:

- (a) **CTT:** entity responsible to collect the payment of toll charges with which the Subscriber signed a subscription contract for the use of a prepaid toll electronic service;
- (b) **Subscriber:** owner or user of a vehicle who acknowledges and accepts the general conditions of the “Prepaid Tolls” service in licensed motorways equipped exclusively with a toll electronic payment system;
- (c) **Entity responsible for Toll Payment (ECP):** entities authorized by IMT, IP, to operate tolls payment services;
- (d) **IMT, IP.:** Institute for the Mobility and Transport
- (\*) **IP – Infrastructures of Portugal, S. A.**
- (e) **Pre-payment of a pre-defined amount:** payment system (Prepaid Cards with a pre-defined face value or charge online, by means of payment of a pre-determined amount using a credit card), hereafter designated as “Prepaid Tollcard” non-renewable, that enables the owner or user of the vehicle to pay toll charges, within a period of one year counting from the date of card activation or toll crossing, in accordance with the terms of this Subscription Agreement.

### 2. SCOPE

This Subscription Agreement rules the provision of the “Recharge of a pre-defined amount” service by CTT, the Entity responsible for Toll Payments (ECP), for drivers of vehicles with foreign number plates travelling within national territory and intending to use this mean of payment in licensed motorways equipped exclusively with an electronic payment system.

### 3. SUBSCRIPTION

- 3.1 The subscription of this pre-paid toll crossing system is only valid for drivers of vehicles with foreign number plates and may be done (i) by acquiring a Prepaid Tollcard activated according to the terms defined in paragraph 3.2 or (ii) online at [www.tollcard.pt](http://www.tollcard.pt). The card is available at CTT Post Offices, Postal Agencies, Service Areas and other places duly marked as sales points.
- 3.2 The Prepaid Tollcard has a determined face value recharge. To activate this card the Subscriber shall associate the number plate to the card by sending an SMS to the number mentioned in the card or online by logging in at [www.tollcard.pt](http://www.tollcard.pt). The available recharging amounts may change over time; therefore, the Subscriber must refer to [www.tollcard.pt](http://www.tollcard.pt) or go to a CTT Post Office for further information.
- 3.3 The Subscription can also be made online at [www.tollcard.pt](http://www.tollcard.pt) according to the instructions provided therein. The recharge of a pre-defined amount to pay for toll charges is done with a valid credit card.
- 3.4 The Subscriber acknowledges the conditions of the application and authorizes the payment of the toll charges based on the registered image of the vehicle's number plate related to every toll plaza crossing.
- 3.5 By subscribing to this service, the amount corresponding to the face value of the prepaid card or the charge online includes the payment of toll charges as well as its corresponding administrative costs; to this amount, a service commission is to be added. For further information on the service commissions, please refer to [www.tollcard.pt](http://www.tollcard.pt), contact the Customer Service by phone +351 707 26 26 26 or go to a CTT Post Office.
- 3.6 In case the Subscriber has two or more pre-defined amount cards (virtual and/or physical), the toll payment will always be made in order of age, from the oldest to the most recent.

### 4. PRE-PAYMENT OF TOLLS WITH A PREPAID TOLLCARD (PHYSICAL TOLLCARD)

- 4.1 The subscription of this service is made within the terms of paragraph 3 of these General Conditions.
- 4.2 The Prepaid Tollcard has a code to be scratched by the Subscriber in order to reveal the service activation code. This code and the vehicle's number plate are to be sent by SMS, to the number mentioned in the card, or entered in the website [www.tollcard.pt](http://www.tollcard.pt) in order to activate the service.
- 4.3 After the card activation, the Subscriber receives the confirmation and a password to log in at the website [www.tollcard.pt](http://www.tollcard.pt) where all credits and debits balance can be consulted, as well as the invoices related to the crossings charged.
- 4.4 The activation of the Card will only be completed if the Subscriber sends the SMS to CTT according to paragraph 4.2. Note that even though the Subscriber has acquired a prepaid Tollcard, if not activated, crossings will be considered invalid and not charged. If the Subscriber send a SMS and the activation fails, he/she shall receive an error message SMS.
- 4.5 This system of “recharge of a pre-defined amount”, is accepted as a mean of payment only where electronic toll systems are available, whereas drivers shall resort necessarily to manual payment tolls when only these are available.
- 4.6 The balance of each prepaid Tollcard is valid for a period of one year counting from the date of the service activation. After this date, the remaining and not used balance shall be transferred to IP. The information about balance expired and delivered by CTT to IP is available for consultation by the Subscriber at the website [www.tollcard.pt](http://www.tollcard.pt).
- 4.7 Tollcards recharged with pre-defined amounts have a specific deadline to be activated. After that, they are not valid and cannot be activated. The total of the inactivated cards face value shall be transferred to IP as of 23h59 of the deadline.
- 4.8 The Subscriber is the sole responsible for the necessary recharges and for the activation of new tollcards required to pay the charges that are due for the crossing on electronic payment tolls.
- 4.9 CTT shall make available the information on which licensed motorways, at any given time, have electronic payment tolls at [www.tollcard.pt](http://www.tollcard.pt).

### 5. PRE-PAYMENT ONLINE OF A PRE-DEFINED AMOUNT (VIRTUAL TOLLCARD)

- 5.1 The subscription is made within the terms of no. 3 of these General Conditions.
- 5.2 To subscribe this service online, the Subscriber shall sign a Subscription Agreement with CTT, while an ECP, subject to this Subscription Agreement.
- 5.3 This subscription enables online prepayments (virtual tollcards) that can be used until there are no funds left, being associated to a vehicle's number plate to which a unique activation key is associated.
- 5.4 By subscribing to this service, the Subscriber shall recharge a minimum of EUR 5 (five).
- 5.5 The remaining funds are valid for one year counting from the date of the activation of the service online. After this date, the remaining and not used balance shall be transferred to IP. The information about balance expired and delivered by CTT to IP is available for consultation by the Subscriber at the website [www.tollcard.pt](http://www.tollcard.pt).
- 5.6 The activation of the prepayment via Internet is made available immediately upon payment and information on the plate number to which it is associated. This amount is added to the remaining balance. Prepayments made online may only be done at the website [www.tollcard.pt](http://www.tollcard.pt) and by means of a credit card.
- 5.7 The Subscriber is the sole responsible for the necessary recharges of tollcards required to pay the charges that are due for the crossing on electronic payment tolls.

### 6. RETURN OF THE BALANCE

- 6.1 All face values of cards that are valid, not activated and not damaged, will be returned to the bearer at any CTT Post Office.
- 6.2 As for online prepayments made with credit card only at [www.tollcard.pt](http://www.tollcard.pt), the Subscriber may request a refund of the remaining balance up to the limit of the amount paid by credit card. If the return is requested within the first 6 months, counting from the date of the online purchase, the amount will be returned to the credit card associated with that purchase. If the return is requested after that period, the amount will be returned via bank transfer to

the account indicated by the Subscriber at the time of the return request. Proof of online purchase and bank account (with name, SWIFT code and IBAN) are required.

- 6.3 The return of the remaining balance under the terms of the previous number (6.2) will only be possible if requested before the cancellation of the service, which means the Subscriber must, prior to the cancellation of the service, request the return of the remaining balance.

## **7. CANCELLATION OF THE "RECHARGE OF A PRE-DEFINED AMOUNT" SERVICE**

The Subscriber may cancel the service at any time. The cancellation of the service shall not affect the Subscriber's rights and obligations, pecuniary or other, that have arisen under the law or in the terms of this Subscription Agreement prior to the request of cancellation.

## **8. FEES AND DEBITS**

- 8.1 The concessionaries of toll motorways are the sole responsible for the collection of toll charges, for the classification of the vehicle type upon toll crossing as well as for the information regarding the payment.
- 8.2 The toll payment is made by transaction received from the concessionary and the amounts shall automatically be debited in a sequential manner according to the information provided by the concessionary to CTT, until there are no funds left or these are insufficient to pay for the toll charges and respective administrative costs.

## **9. TRAFFIC DATA**

- 9.1 All data received and generated within the provision of the service of this Subscription Agreement and related to public events of traffic are automatically processed and handled as necessary according the service's proper provision within the applicable law and instructions of the responsible for the handling.
- 9.2 All persons with access to these data are subject to duty of professional secrecy.

## **10. LIABILITY**

- 10.1 CTT is not liable for any fault and/or malfunction of the equipment installed in tolls plazas or by any act of force majeure causing any type of error, delay or recognition of number plates, or debit of the amounts previously paid by the Subscriber, as no resulting faults or damages shall be therefore attributable.
- 10.2 CTT is not liable for any losses or damages resulting directly or indirectly from the improper use of the electronic toll payment system defined in this Agreement, being the Subscriber accountable to CTT for any improper or inappropriate use, as well as for any breach of this Agreement.
- 10.3 CTT is not liable for any event related to the provision of the text messaging service by the operators involved that may result in an error or delay in the activation of the service defined in these General Conditions, unless CTT may be directly accountable for.

## **11. CHANGES TO THE SUBSCRIPTION AGREEMENT**

- 11.1 This Subscription Agreement may be altered at any time being CTT's obligation to inform the Subscriber within a period of 5 (five) days at least before the entering into force of such alterations.
- 11.2 The altered Agreement shall be available online at [www.tolcard.pt](http://www.tolcard.pt) and may also be requested at any CTT Post Office being the Subscriber's obligation to regularly consult this information.
- 11.3 The alterations made to this Agreement are considered accepted if the Subscriber keeps making recharges for a specific vehicle number plate after their date of entry into force.

## **12. LAW AND JURISDICTION**

This Agreement is governed by the Portuguese Law.