

General Terms and Conditions of Use of ACC Service

Article 1

The ACC Service User is a legal entity or natural person who has signed the ACC Service Application Form and the Application Form for Billing System of Toll Collection.

Article 2

ACC TAG is used as an electronic way to pay toll on all built toll stations on motorways and express roads in the Federation of BiH.

Article 3

The payment of fee for the use of ACC TAG is done on as a one-off payment, by cash, wire transfer or bank card at all publicly displayed sales points. The top-up of ACC credit on the ACC TAG can be done by cash, wire transfer or bank card at all publicly displayed sales points.

Article 4

The charge and amount of fee for the service of use of the motorway is done in accordance with the Decree of the FBiH Government on the collection of fee for use of the A1 motorway (Official Gazette of FBiH, 50/12, 45/13 and 59/14), which defines the amount of fee by distance and vehicle classes. JP Autoceste FBiH d.o.o Mostar (hereinafter: JP Autoceste FBiH) determines the amount of fee for the service of using the ACC TAG, as well as the discounts approved for the use of the ACC TAG, about which the users will be previously informed via the Company's website.

RIGHTS AND OBLIGATIONS OF JP AUTOESTE FBiH D.O.O. MOSTAR

Article 5

JP Autoceste FBiH shall secure on each toll station at least one entry and exit lane for toll payment using the ACC service, which will be marked with appropriate signalling. In case of termination of the electronic toll collection system, JP Autoceste FBiH will make the system functional as soon as possible. JP Autoceste FBiH shall not be liable for any possible damage that may be suffered by the user due to the inability to use the ACC service. The ACC service user shall act in accordance with the instructions of the employees at toll stations and accept toll payment with magnetic cards.

Article 6

The user shall become the owner of ACC TAG device by purchasing the ACC TAG device at the price determined by JP Autoceste FBiH d.o.o. Mostar.

Article 7

JP Autoceste FBiH shall use (i.e. process) the user data during the use of the ACC service and the new billing system; the personal data shall not be forwarded to third parties and they shall be processed confidentially and handled in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

Article 8

In the event that an ACC user misuse or attempts to misuse the ACC TAG, JP Autoceste FBiH shall have the right to limit the time of use or to stop the use of the ACC TAG without prior warning and explanation given to the user. In order to prevent misuse, a toll station employee may request from the user to inspect the ID card, passport or other valid identification document of the ACC service user, in accordance with the company's internal procedures and/or the executive director of the sector.

RIGHTS AND OBLIGATIONS OF THE USER

Article 9

The user shall be authorized to use the ACC service without a time limit, or unlimited according to the different modalities that are complied with the valid toll price list.

Article 10

The user shall have the right to use one ACC TAG for toll collection for one vehicle of the specified category. In case that the user changes the vehicle category - adding or excluding a trailer, the ACC Service user shall modify/reprogram the existing TAG (by the same procedure when buying TAG) and shall have in the vehicle the ACC TAG for the actual vehicle category. When changing the technical characteristics of the vehicle, ownership, vehicle registration marks and similar, the ACC service user shall report the change within 7 days at the displayed sales point of JP Autoceste FBiH.

Article 11

The user shall have the right to transfer the right to use the ACC TAG to another legal entity or natural person, with the prior notification and consent of the JP Autoceste FBiH.

Article 12

The user shall be responsible for any unauthorized or illegal use of the ACC service or ACC TAG. If the user wants to cancel the use of the ACC service, the user shall cancel the use of the ACC TAG in a written form at a publicly displayed sales point. JP Autoceste FBiH shall block the device for further use and return to the user the amount of subscription if there is a difference between the amount of the paid funds and the used toll since the last payment within 30 days from the date of receipt of the written request. All contrary to the above shall be considered a violation of the General Terms and Conditions of Use of the ACC Service.

Article 13

The ACC Service user shall maintain the ACC TAG exclusively at publicly displayed sales points. The warranty for the proper functioning of the ACC TAG device is two years (24 months) from the purchase of the ACC TAG device. The warranty shall not cover: unauthorized servicing, opening of a device, reverse engineering on ACC TAG, physical damage caused on ACC TAG, alienation, and loss or similar. Physical damage, alienation or loss of ACC TAG shall be reported by the user within 3 days. The user can purchase the replacement ACC TAG device at the price determined by the valid decision of JP Autoceste FBiH.

Article 14

When paying toll, the ACC TAG should be properly displayed in the vehicle, and the ACC TAG user shall comply with all instructions on the use and maintenance of the ACC TAG.

Article 15

In the event of a breach of the General Terms and Conditions of the Use of the ACC Service, JP Autoceste FBiH may put the ACC TAG on the "grey list" and block it temporarily, or on the "blacklist" and completely exclude the user from this type of toll collection, and the disputed ACC TAG will be cancelled permanently. The ACC user who repeats the misuse three times, or if the ACC TAG is found three times on the "grey list", it shall be automatically put on the "blacklist". The user whose ACC TAG is on the "grey list" shall pay the fee for unblocking the ACC TAG device in the amount of BAM 40.00 and the difference of the toll fee in accordance with the valid pricelist of manual toll collection. In case of failure to perform the obligation, JP Autoceste FBiH may block all ACC TAG devices owned by the user who misused it.

FINAL PROVISIONS

Article 16

JP Autoceste FBiH is authorized to amend the General Terms and Conditions of Use of the ACC Service for the purpose of protection of its business activities, while all the amendments of the terms shall be published on the Company's official website.

Article 17

ACC service user agrees to pay completely and timely all the costs arising from the use and utilization of the ACC TAG.

Article 18

These General Terms and Conditions shall enter into force and shall apply from 28 December 2018.