

**GENERAL TERMS & INSTRUCTIONS OF USE FOR THE SUBSCRIBERS INTEROPERABILITY**

**Definitions:**

**Motorways/Toll Management Authorities:** are the following road axes and the respective management authorities that are already part of the Interoperability network, as this is defined herein.

	Motorways	Toll Management Authorities
A	ELEFSINA – STAVROS – SPATA A/P MOTORWAY AND THE IMITTOS WESTERN PERIPHERAL MOTORWAY	ATTIKI ODOS S.A.
B	ELEFSINA KORINTHOS PATRA (TSAKONA PYRGOS)	OLYMPIA ODOS S.A.
C	KORINTHOS TRIPOLI KALAMATA MOTORWAY AND LEFKTRO – SPARTI BRANCH	MOREAS S.A.
D	MALIAKOS KLEIDI	AEGEAN MOTORWAY S.A.
E	RION ANTIRRION BRIDGE	GEFYRA S.A.
F	IONIA ODOS AND PATHE ATHENS MALIAKOS AND PATHE CONNECTING BRANCH SCHIMATARI – CHALKIDA	NEA ODOS S.A.
G	AFTOKINITODROMOS KENTRIKIS ELLADAS AND PATHE SKARFEIA – RACHES	ODOS KENTRIKIS ELLADAS S.A.
H	EGNATIA ODOS AND VERTICAL AXES 86 – E 75 – E 79.	EGNATIA ODOS S.A.

The term “**Motorways**” shall also include motorways (and the respective Toll Management Authorities) and/or new motorway sections that will join the Interoperability Network in the future under the terms and conditions agreed herein and will be deemed as such from the date of their inclusion onwards. Subscribers will be notified of motorways/ new motorway section joining the interoperability network via public announcement.

**Authorized vehicles:** are the vehicles that, provided that they belong to the vehicle categories specifically authorized by the Provider to use an Electronic Appliance and are equipped with such Electronic Appliance, may use Interoperability according to the particular terms of use for the Electronic Appliance applicable for each Motorway.

**Provider of Electronic Appliance or Provider:** is any of the above Toll Management Authorities (from the ones mentioned above) with which the Subscriber has entered into an agreement for the payment of tolls by use of an Electronic Appliance (and/ or any other authority entitled in the future to lawfully provide the said toll payment subscription service and has joined the Interoperability Network).

**Operation Companies:** are the companies that have been authorized on the basis of an agreement to operate as direct agents of the Toll Management Authorities for the collection of tolls, i.e. ATTIKES DIADROMES S.A. for Elefsina – Stavros – Spata Airport Free Motorway and Imittos Western Peripheral Motorway, GEFYRA OPERATION S.A. for the Rion - Antirion Bridge, OLYMPIA ODOS OPERATION S.A. for the Elefsina – Korinthos - Patra (Pyrgos Tsakona) Motorway, as well as any other similar company that will be established in the future, for which Subscribers will be informed via public announcement.

**Interoperability:** is the option provided to Authorized Vehicles of the Subscriber to pay tolls at the toll stations of all Motorways mentioned above via a Provider’s Electronic Transponder.

**Electronic Transponder:** is the special Electronic Appliance – Transponder (as well as any other special Electronic Appliance that could be put in operation in the future) provided to the Subscriber and installed at the Authorized Vehicles, as these are specified by each Provider, for the payment of tolls at any toll station of the Motorway.

**Interoperability Commencement Date:** is the date on which the Motorways shall inform the subscribers via public announcement that Interoperability shall be available on the Motorways.

**Subscriber:** is the natural or legal entity that has entered into an agreement with one or more Subscribers for toll payment via Electronic Appliance.

Any reference to the abovementioned terms such as Authorized Vehicle, Provider, Electronic Appliance, Subscriber in the singular form applies to the plural form as well.

From the Interoperability Commencement Date, all authorized vehicles can, without having to submit a request or take any other action, make use of the Interoperability to go through electronic toll lanes and/ or manual lanes at the toll stations of the Motorways using (any) Provider’s Electronic Appliance and having the respective toll fee (as applicable) charged to the respective Subscriber’s account, under the following terms of use, instructions and limitations:

- Interoperability is provided to all Subscribers’ Authorized Vehicles which, depending on their category, are equipped with a Provider’s Electronic Appliance under the terms and limitations applicable for each Motorway and of which the Subscriber should be made aware prior to using Interoperability. The vehicle categories for which the Subscriber may make use of Interoperability are set out in detail in the terms of the Application - Agreement that the Subscriber has entered into with the Provider. Motorcycles are exempt from Interoperability, whilst for any other limitations and/ or exceptions regarding use of Interoperability by other categories of Authorized Vehicles at other Motorways apart from the Provider’s one, the Subscriber must address any such queries to the Provider and/ or the Toll Management Authority.
- It is pointed out that: (a) transactions at the lanes of the Motorways’ toll stations are charged based on the toll pricing of the toll stations where the Authorized Vehicle goes through making use of Interoperability. The applicable toll fees are posted on the toll stations of the Motorway and are available on their website. Subscribers are informed of any readjustments via the announcements of each Motorway. For this reason, it is deemed reasonable that the Subscriber is aware (and should be aware) of the applicable toll fees depending on the category of their vehicle prior to using Interoperability, (b) the categorization and respective charges for vehicles going through electronic lanes is done electronically, via the installed electronic toll collection system of each Motorway, on the basis of the physical characteristics of the vehicle (height/dimensions, number of axles etc) and in accordance with the terms and limitations (categorization, limitations in the lane use, etc) applicable at each Motorway. For this reason and for the benefit of the Subscriber’s Authorized Vehicle if this carries extra load on the car roof (luggage, bikes etc), or in case of a truck, if it has elevated axles, thus possibly leading to the differentiation in the categorization of the vehicle, it is recommended that the manual lane is used instead of the electronic one, so that the vehicle may be correctly categorized and the appropriate toll fee to be charged, otherwise the Provider and the respective Toll Management Authority have no responsibility towards the Subscriber.
- Before embarking on a journey, the Subscriber ought to be aware of their account balance prior making use of Interoperability at other Motorways.
- It is clarified that (a) the activation and/ or renewal of the subscriber’s account is made only at the network (points of sale/ provision, toll lanes etc) of the particular Provider and not at the network (points of sale/ provision, toll lanes etc) of other Providers or Motorways. In particular, in case a Subscriber’s account is renewed at a manual lane or at a customer service point of a Provider, at least one (1) hour is required before the credited amount can be used via the Interoperability service. For the renewal of the Subscription Account via cooperating networks (Banks, companies etc), at least one (1) day is required in order for the credited amount to be available for use via Interoperability and (b) each Provider may issue a joint statement of transactions which shall distinctly show electronic transactions of Subscribers’ Authorized Vehicles at Toll Stations of each Motorway where Interoperability was used. Such statements are sent to Subscribers by the respective Provider based on the provisions of their Application – Agreement or at any other time, following the Subscriber’s request to this effect.
- In case it is not possible for Interoperability to be used due to maintenance, upgrade works and/ or technical fault or malfunction, the Subscriber’s Authorized Vehicle ought to pay the applicable toll fee (based on the applicable toll prices of the Motorway where Interoperability is used) using another available lane (electronic or manual toll lane), either paying by cash/debit/credit card, or use the Electronic Appliance, if technically possible.
- Any discounts provided are offered as part of the subscription programs of each Provider, depending on their commercial policy and are valid on the Motorway, which is managed by the said Provider, and are not valid or extended or applicable to other Motorways.

- Passages from the toll stations of the Motorways are recorded with electronic means for safety reasons and for pricing purposes and may be used in case transactions are contested.
- Toll Management Authorities (and/or operation companies) and the Providers maintain the right to transfer amongst them data regarding their subscribers for the purposes of investigating incidents and/ or solving problems or complaints made by Subscribers concerning transactions that occurred whilst making use of Interoperability and only between the Provider and the particular Management Authority that the case involves. As regards the processing of personal data taking place within the framework of Interoperability, the Providers/ Toll Management Authorities are jointly responsible for data processing and for complying with the provisions of the General Regulation on Data Protection (EU) 2016/679 (GDPR) and Law 4624 / 2019. The Subscriber has all the rights provided in Chapter III of the GDPR (right to access, to request correction, deletion, restriction of processing, data portability, to raise an objection and to take recourse to the Personal Data Protection Authority) which they can exercise vis-a-vis the Provider, with whom they have a contract, provided that the conditions set by GDPR are met; the latter may, if required, forward the said request to the competent Toll Management Authority. The Providers/ Authorities state that they have taken all necessary technical and organizational measures to ensure the safe processing of personal data collected, stored and processed in accordance with Article 32 of GDPR. For further information, the Subscriber may refer to the Privacy notice posted on the website of each Provider/ Toll Management Authority.
- In case the Authorized Vehicle is equipped with more than one Electronic Appliances by one or more Providers, the electronic toll collection system of the Motorway recognizes (randomly) one of these appliances. Therefore, when going through toll stations, the driver of the Authorized Vehicle should have already selected the Electronic Appliance of the Provider it prefers to use so that the applicable toll fee is charged to the preferred subscription account and that the Subscriber may take advantage of any possible discounts available as part of the Program it has subscribed to. Otherwise and in case the electronic toll collection system recognizes a different Electronic Appliance from the one the Subscriber prefers, the Provider and the Toll Management Authority have no responsibility.
- The terms for the implementation of the Interoperability, as well as the future inclusion of other Motorways in the Interoperability System shall be posted and uploaded on the web pages of the Motorways participating to the Interoperability Network or notified to the Subscribers in any other suitable way as regards imminent amendments. The toll fees, discounts, vehicle categories as well as any other terms & conditions applicable at each Motorway etc shall be posted and uploaded on the web page of the Toll Management Authority of the particular Motorway.
- For issues pertaining to the use of the Electronic Appliance, the Subscriber shall address such queries to the Provider of the Electronic Appliance.
- Motorways/ Providers may be able to readjust credit levels for Subscribers that are entitled to post-payable invoices where this is available due to Interoperability.
- Motorways reserve their right to amend the present terms according to the applicable legislation. In this case, the Motorways shall inform the Subscribers via the press and their website or via any other suitable way regarding any imminent amendments.
- The Subscriber recognizes and accepts that the provision of Interoperability is based on the technological and telecommunications infrastructure of Providers, Toll Management Authorities and/ or third parties (such as telecommunication companies etc). Therefore, the Subscriber accepts that the Providers/ Toll Management Authorities are not responsible towards the Subscriber for any breach of the terms set out herein and for any inability to meet their obligations and/ or the temporary suspension of Interoperability owing to the occurrence of any casus fortuitous, technical problem, maintenance & upgrade works of their technical infrastructure or a force majeure event.
- The present General Terms constitute an Appendix of the Application – Agreement that the Subscriber has entered into with each one of the Providers. These general terms are notified by the Provider to the Subscribers based on the respective Application – Agreement.
- To avoid any doubt, use of Interoperability by the Subscriber presupposes the unreserved acceptance of Interoperability by the Subscriber for all Motorways, without exception, participating to the Interoperability

System. If the Subscriber does not agree with the present terms of Interoperability, then they should refrain from using the said service at participating Motorways, except for the road axis that belongs to the Provider of the electronic appliance. Use of Interoperability by the Subscriber is deemed as acceptance by their part of all terms and conditions outlined herein as well as of the particular terms and conditions applicable for the implementation of Interoperability on each Motorway as per par 10 hereof.

In any case, the Subscriber maintains the right to terminate the Application – Agreement it has entered with the Provider as per the specific provisions of its Application – Agreement.

17. For more information or clarifications, the Subscriber can address the respective queries to the Provider and/ or the Toll Management Authorities.