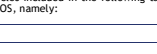
GENERAL TERMS FOR PASSING THROUGH NEA ODOS USING SUBSCRIPTION PROGRAMS

1. With regard to the provisions laid down in Law 3555/2007 (ΟGG A' 81) on the Ratification of the Concession Agreement of the Project of the Design, Construction, Financing, Operation, Maintenance and Exploitation of "IONIA ODOS Motorway from Antirrio to Ioannina, PATHE Athens (Metamorfossi I/C) - Maliakos (Skarfeia), ATHE Schimatari - Chalkida connecting branch", as ratified by article third of Law 4219/2013 (OGG A' 269) and in force.

2. GENERAL DEFINITIONS

2.1 Eligible vehicles are the vehicles included in the following table, as classified and marked on NEA ODOS, namely:

CLASS		
1	MOTORCYCLES	
2	HEIGHT =< 2,20m	
3	2-3 AXLES/ HEIGHT > 2,20m	
4	4+ AXLES/ HEIGHT > 2,20m	

2.2 Electronic Transponder Guarantee or Device Guarantee is the lump sum (if any), that, provided it is specified in the applicable Subscription Plans Pricelist, shall be paid by the Subscriber to the Company for every Electronic Transponder, in the form of a guarantee for the loss, theft or damage of the device until its return to the Company in to operating condition.

2.3 Credit Guarantee is the lump sum, provided this is specified in the Subscription Plan (only post-payment plans), which shall be paid in advance by the Subscriber to the company or for which an acceptable bank letter of guarantee shall be provided to the Company, in the form of a credit limit, the amount of which shall be determined by NEA ODOS and above which the electronic toll system shall not allow Subscription Transit without prior payment of the invoice (if available for operation).

2.4 Company means the anonymous company under the trade name "NEA ODOS CONCESSION SOCIETE ANONYME" and the distinctive title "NEA ODOS S.A."

2.5 Electronic Transponder or **Transponder** is the special electronic device belonging to NEA ODOS, provided free of charge and placed on Eligible Vehicles used for Subscription Based Passages either using special lanes marked as electronic lanes, or manual lanes.

2.6 Replacement Cost mean the amount set out in the Subscription Program Pricelist paid by the Subscriber to the Company in order to have a stolen, lost or damaged Electronic Transponder replaced.

2.7 NEA ODOS means the anonymous concession company which has been assigned with the design - construction - financing - operation - maintenance - exploitation: a) of the IONIA ODOS motorway from Antirrio to Ioannina, b) PATHE Athens (Metamorfossi I/C) - Maliakos (Skarfia) c) PATHE Schimatari - Chalkida connecting branch

2.8 Invalid Account Limit is the Subscription Account limit established in the applicable Subscription Program Pricelist, below which no Subscription Based Passage will be allowed by the electronic toll system.

2.9 Account Renewal by Bank Account debit Limit or Credit or Debit Card Limit is the limit established in the applicable Subscription Program Pricelist and which automatically triggers the standing order to credit the Subscription Account debiting a bank account, credit or debit cart respectively (when available).

2.10 Low Account Warning Limit is the limit which when reached will trigger a visual and/ or audio signal that informs the Subscriber during the Subscription Based Passage that the subscription account balance is low and therefore it should be renewed. The amount of the Low Account Warning Limit is established in the Subscription Program Pricelist applicable each time.

2.11 Monthly Fixed Charge is the fixed charge (if any) established in the Subscription Program which will be charged by the Company each month for the issuance and dispatch of statements, as is indicated in the applicable Subscription Program Pricelist, regardless of whether any Subscription Based Passages are made or not.

2.12 Customer Service Point is all locations where interested parties can open a Subscription Account or which they can contact for queries, requests or problems.

2.13 Subscriber is the natural or legal person that enters into an agreement with the Company and is entitled to pass through NEA ODOS using an Electronic Transponder.

2.14 Subscription Programs are the Company's commercial programs applicable each time regarding prepayment or postpayment for Subscription Based Passages through NEA ODOS.

2.15 Subscription Based Passage is the passage through NEA ODOS toll stations made using an Electronic Transponder and following registration for one of the Company's Subscription Programs.

2.16 Transponder vehicle Subscription Category or **Transponder Subscription Category** is the vehicle category stated by a Subscriber, for which the Transponder has been issued and given. Each Transponder will be issued and given for one and only one vehicle category from the above Eligible Vehicle categories

2.17 Subscription Account is the account periodically credited by Subscribers with money either to repay amounts owed by Subscription Based Passages or to prepay passages.

2.18 Toll Fee Pricelist is the pricelist applicable each time per vehicle category established in accordance with the Company's right to determine, impose and collect tolls for the use of the Concession Project.

2.19 Subscription Program Pricelist is the pricelist that includes all current charges, (namely the Monthly Fixed Charge, the Toll Fees, the Replacement Cost, the Electronic Transponder Guarantee, other charges), discounts (when applicable), and the existing Limits, (namely the Low Account Warning Limit, the Invalid Account Warning Limit, the Account Renewal by Credit or Debit Card Limit, and the Renewal through Bank Account Limit etc) or Guarantees (i.e. Electronic Transponder Guarantee, Credit Guarantee etc).

3. INTERPRETATION

It is noted that this document may refer to or set out the terms and conditions of Subscription Programs that are not currently offered by the Company. All references, terms and conditions or provisions that refer to a Subscription Program not yet implemented by the Company enter into effect from the date such Subscription Programs are offered by the Company.

SUBSCRIPTION PROGRAMS GENERAL TERMS

4. SCOPE OF THE AGREEMENT

The scope of this Agreement is to establish the terms and conditions under which the Company enters into agreements with Subscribers allowing them to perform Subscription Based Passages through NEA ODOS using Subscription Programs. As for the possibility of subscription based passage with a transponder on other road networks apart from those managed by NEA ODOS (Interoperability) the "GENERAL TERMS & INSTRUCTIONS OF USE FOR THE SUBSRIBERS INTEROPERABILITY" appended herein and, additionally, the provisions of the present terms shall apply.

5. AGREEMENT BENEFICIARY

The Subscriber entering into this Agreement is a legal or natural person or a group of persons.

6. TERM

This agreement has an indefinite term, unless otherwise agreed in writing.

7. ENTRY INTO FORCE - ACTIVATION

This Agreement will enter into force as of the date it is signed. Subscription Based Passages will be possible and Subscriber will acquire the right to use a Subscription Program within a reasonable period of time from the date the respective application and supporting documentation are submitted to the Company depending on the Subscription Program and the time of completion of the Company's checks.

8. COMPANY OBLIGATIONS

8.1 The Company hereby undertakes the following obligations vis-à vis the Subscriber:

8.1.1 To deliver to the Subscriber, within a reasonable period of time, the Electronic Transponder along with the respective use instructions

8.1.2 To replace the Electronic Transponder in accordance with the provisions of Art. 10, para. 10.2.3 hereof.

8.1.3 To record in detail the Subscription Based Passages and to inform the Subscriber by sending him a monthly or annual account statement, as per the Subscriber's choice and depending on the Subscription Program of his/her choice and the corresponding charges, as specified in the Subscription program Pricelist applicable each time. Furthermore, to make available to the Subscriber a detailed account statement of the Subscription Based Passages and their price or to upload to the website www.fastpass.gr and the MyOdos application the Monthly Based Passage Accounts, following his/her request to this effect made to Customer Service.

8.1.4 To inform the Subscriber by public announcement on any changes to the Toll Fee Pricelist and in writing or by public announcement on any changes to the Subscription Programs and the Subscription Program Pricelist within a reasonable time prior to their effective date.

8.1.5 In case that the Subscriber notifies the Company of the theft or loss in any way of the Electronic Transponder, the Company is required to activate the Barring service by the end of the following working day from the certified receipt of the notification as specified herein.

8.1.6 To receive and consider justified Subscribers' comments and complaints and take all reasonable actions to solve any problems or disputes arising from the implementation hereof.

8.1.7 To inform the Subscriber prior to the signing of the respective application on the general and special terms, conditions, obligations, terms of use of the Electronic Transponder, the Electronic Toll Lane, the terms of charges, the term and termination procedures in respect hereof.

8.1.8 To provide to the Subscriber, additional Electronic Transponder upon his/her request, provided that the Subscriber meets his/her contractual obligations and has fulfilled any additional conditions or obligations required for this purpose pursuant to the Subscription program Pricelist applicable each time.

8.1.9 Upon termination of this agreement and upon return of each Electronic Transponder in top operating condition, to refund, free of interest and within a reasonable period of time after the Subscriber has paid and settled all of his/her debts hereunder, the corresponding Guarantee for each Electronic Transponder (if any, depending on the Subscription Program), the corresponding Credit Guarantee (if any and if it has not been settled with unpaid bills of the Subscriber) as well as any balance remaining for the account for unmade passages.

9. SUBSCRIBER'S OBLIGATIONS

9.1 The Subscriber hereby undertakes the following obligations vis-à-vis the Company:

9.1.1 To comply with the terms hereof.

9.1.2 To pay, in accordance with the Subscription Program Pricelist, the Electronic Transponder Guarantee and/or Credit Guarantee, provided this is specified in the Subscription Program Pricelist per Electronic Transponder, which is not interest bearing and is paid back upon the return of the Electronic Transponder in top operating condition, subject to the provisions of article 13 (TERMINATION) and article 8.1.9 hereof.

9.1.3 To accept the debiting of the Subscription Account with the Monthly Fixed Charge, where applicable in accordance with the Subscription Program Pricelist and the terms hereof.

9.1.4 To refrain from exploiting commercially in any way whatsoever the Electronic Transponder.

9.1.5 In the event of theft/loss/damage of the Electronic Transponder, in any way, to accept that his/her Subscription Account shall be debited with the cost of the Electronic Transponder, as well as with the total value of the Subscription Based Passages made using such Electronic Transponder, until the Company's has confirmed that it has received notice of the theft/loss/damage, in accordance with articles 8.1.5 and 10.3 hereof.

9.1.6 To refrain from making any indication on the Electronic Transponder, making additions thereto, removing its code, opening it, proceeding to its maintenance or repair, damaging it and in general from interfering in any manner whatsoever with the operation of the Electronic Transponder, to take care of the good condition of the transponder as well as to protect it from third parties malicious actions.

9.1.7 To refrain from using the Electronic Transponder on an Eligible Vehicle belonging to a category other than the one Subscription Category of the Transponder.

9.1.8 The Electronic Transponder is the property NEA ODOS and the Subscriber must return the Electronic Transponder in top operating condition at the end of the subscription period, otherwise the Subscriber will be charged with the Replacement Cost or the value of the Device Guarantee.

9.1.9 To provide to the Company all information, supporting and other documents necessary for the making and implementation hereof as authorization documents in case of a legal person that the Company will reasonably request and inform the Company on any changes in accordance with para. 11 hereof.

9.1.10 In case of a postpayment Subscription Program, in addition to the above obligations under para. 9.1 (9.1.1 - 9.1.9), the Subscriber also undertakes to:

i. prepay the Company the Credit Guarantee or deliver to the Company an acceptable bank guarantee for an amount equal to the Credit Guarantee, which amount will be established jointly with the Company, as well as to see to its adjustment, where required, so as to ensure that a sufficient credit balance is always available for the smooth performance of the Subscription Based Passages until their payment in full;

ii. pay in full promptly, namely within thirty (30) calendar days from the date of issuance of the respective invoice, their overall amount due to the Company.

9.1.11 In case of a postpayment Subscription Program, in addition to the above obligations under para. 9.1 (9.1.1 - 9.1.9), the Subscriber also undertakes to:

i. pay in advance the appropriate amount that corresponds to a specific number of passages and renew it, in order to ensure there is always sufficient balance in his/her Subscription Account, and in any case above the Invalid Account Limit and in order to:

have Monthly Fixed Charges paid, if such charges are specified in the Subscription Program, in accordance with the applicable Subscription Program Pricelist;

allow the value of the Subscription Based Passages to be automatically taken from the Subscription Account, which value is calculated based on the Toll Fee Pricelist per vehicle category and any anticipated discounts, as well as the value of all other charges that result hereunder and under the Subscription Program Pricelist.

ii. In case that the balance of the Subscription Account is less than the Invalid Account Limit, the Subscriber, in order to pass through the NEA ODOS toll station, should visit any Customer Service point and top-up his/her Subscription Account on the website www.fastpass.gr or via the MyOdos application or through the web banking services or, when passing through any manual toll lane at the toll stations of NEA ODOS, to renew his/her Subscription Account and then pay in cash, by credit or debit card the full amount that corresponds to the passage.

10. ELECTRONIC TRANSPONDER CARD USE

10.1 ELECTRONIC TRANSPONDER USE

10.1.1 The Electronic Transponder is the only way to perform Subscription Based Passages through the electronic toll lanes.

10.1.2 The use of the Electronic Transponder is permitted exclusively on the Eligible Vehicles.

10.1.3 Any vehicle carrying an Electronic Transponder may use electronic or manual lanes.

10.1.4 No vehicle may pass from the special electronic lane without an Electronic Transponder or with an Electronic Transponder that has expired in any way, and shall be persecuted pursuant to the provisions of Greek law.

10.1.5 Electronic Transponders are the property of the Company and the latter may at any time remove and/or possibly replace it in case of fraud, alteration or tampering with it or incompatibility with upcoming enhancements of the electronic toll collection system or where this agreement is terminated on any grounds or expires.

10.1.6 Under no circumstances may more than a single Eligible Vehicle passing successively through the special telepass lane use the Electronic Transponder.

10.1.7 In no case may the Electronic Transponder be transferred by the Subscriber to other Eligible Vehicles of any Subscription Category. In case this provision is violated (Transfer of the Transponder to other Vehicles of any Subscription Category) and notwithstanding all of its other rights, the Company is entitled to debit the Subscription Account with the applicable toll that corresponds to the Vehicle Category that made the passage (in accordance with the Toll Fee Pricelist) along with any additional administrative expenses and costs suffered by the Company due to this violation.

10.1.8 The Subscriber is the sole responsible for the correct use of the Electronic Transponder they receive.

10.1.9 The Subscriber must comply with and see to the following:

10.1.9.1 The obligation to install and maintain the Electronic Transponder based on the use instructions on the windshield of the Eligible Vehicle;

10.1.9.2 The need to keep, unless otherwise indicated by signs, a distance of at least ten (10) meters from the vehicle ahead of them when driving through the electronic lane and stopping, to ensure the optimum operation of the electronic toll collection system;

10.1.9.3 the existence of parapets in the automatic electronic lanes limiting the height of passing vehicles;

10.1.9.4 compliance with the signs and signals at NEA ODOS toll plazas and lanes;

10.1.9.5 the compliance with the speed limits;

10.1.9.6 Where the Subscriber has more than one Electronic Transponder or other third company transponders on their vehicle, the Company may not be held liable for any malfunctions or charges regarding use of a different transponder than the Subscriber wanted, either this belonged to the Company or to other third companies.

10.1.9.7 The Company may not be held liable in case of accidents or damages or injuries, as well as of death caused due to failure to comply with the above;

10.1.9.8 Where for safety reasons or due to works or for any other reason there is no electronic lane open, the Subscriber must use manual lanes.

10.1.9.9 The Electronic Transponder may be topped-up at the Customer Service Points, the teller lanes, via web banking services by using an Electronic payment Method corresponding to each subscriber on the website www.fastpass.gr and the MyOdos application.

10.2 WORKS - TECHNICAL MALFUNCTIONS - DYSFUNCTION

10.2.1 The Company will allow Subscription Based Passages of NEA ODOS using Subscription Programs on a 24/7/365 basis, however, it retains the right to suspend the service for certain time periods to carry out scheduled necessary toll equipment maintenance and upgrading works.

10.2.2 In case of maintenance, repair, upgrading and enhancement works on and/or technical fault and/or malfunction of the toll equipment in general which may render Subscription Based Passages through the toll plaza impossible, the Subscriber must use manual lanes, where, if it is not possible for them to use the Transponder, he/she must pay the applicable toll fee in cash, or by debit/credit card (based on the Toll Fee Pricelist). In that case, the Subscriber will be entitled to receive the discount (if any - as agreed upon and included in the Subscriber's Subscription Program) which he/she has not received due to the malfunction and which the Company will credit to the Subscriber's account at the end of the current or next month, provided that the Subscriber will submit to the Company the respective documentation. The Company assumes no other liability or obligation vis-à-vis the Subscriber, and the latter will not be entitled to claim compensation for other direct or indirect damages.

10.2.3 In case of technical fault and/or normal wear and tear of the Electronic Transponder, the Company will replace the Electronic Transponder within the shortest possible time, and such replacement *per se* will be the sole responsibility and obligation vis-à-vis the Subscriber, and the latter will not be entitled to claim compensation for direct or indirect damages.

If, upon investigation, the fault of the Electronic Transponder is due to the Subscriber, the Company will charge him/her the Cost of its Replacement or will withhold it from the Electronic Transponder Guarantee, according to the of Subscription Program Pricelist.

10.3 BARRING

10.3.1 The Subscriber may request the barring of the use of the Electronic Transponder only where the Electronic Transponder has been stolen or lost.

10.3.2 The barring request is submitted by the Subscriber in person at the Customer Service Point, either by Fax or by sending an email at the **customercare@neaodos.gr**, and must include, among others, the Electronic Transponder code, along with the required information and documentation of the Subscriber.

10.3.3 The Electronic Transponder will be barred as soon as practicable and in any case by the end of the business day after the day on which the receipt of the respective instruction has been certified.

10.3.4 The Company may not be held liable for consequences of barring, if it has not received a reinstruction in writing to that effect, accompanied by the Subscriber's data, even if the Subscriber's representative did not have special authorization to request such barring.

10.3.5 Upon written request, the Subscriber will receive a new Electronic Transponder with a new Authentication Number within the shortest time possible.

10.3.6 In case that barring has been performed on an Electronic Transponder as per the above, and the device has since been found, the Subscriber may return it to the Customer Service Point, and on the condition that its good working condition is ascertained, the withheld Electronic Transponder Guarantee or Replacement Cost will be CREDITED to the Subscription Account, upon receipt. In case the user has terminated their subscription then any refund will be made, within a reasonable time-period, from the return of the Electronic Transponder in good working condition.

11. CHANGE IN THE SUBSCRIBER INFORMATION

11.1 In the event of a change in the address or other details listed in the Subscriber's application - agreement change, the Subscriber must inform the Company in writing within thirty (30) calendar days of such change.

11.2 Any such change will enter into effect within a reasonable amount of time after the date the Company received such notification.

11.3 Up until the above change, all Company billing or documents to the Subscriber will be validly notified to the previous address.

11.4 In case of renewal of a subscription account via credit or debit card, the Subscriber has the sole responsibility to inform the company of any change in the card number or its expiration date.

12. CHARGES - PAYMENT IN FULL - PAYMENT TERMS

12.1 CHARGES & PAYMENT IN FULL

12.1.1 Each month the Company shall prepare a transit account which, as opted by the Subscriber and depending on his/her Subscription Plan and the corresponding charge, as specified in each applicable Subscription Program Pricelist shall be sent to the address stated by the Subscriber, or be made available to the Subscriber at the Customer Service Points or posted on the website www.fastpass.gr and the MyOdos application or by sending an email per the provisions set forth in article 8.1.3 herein.

12.1.2 Depending on the Subscription Program, for each billing period and for each Electronic Transponder the statement will indicatively list the following:

a) The date and time of each Subscription Based Passage;
b) The lane and toll plaza for each Subscription Based Passage;
c) The passage value depending on the Eligible Vehicle category;
d) The toll fee;
e) The Monthly Fixed Charge (if any);
f) The amount that corresponds to the total number of Subscription Based Passages;
g) The amounts prepaid by the Subscriber, for prepayment Subscription Programs;
h) The Value Added Tax (VAT) applicable on the above amounts;
i) Any other debits/credits that result hereunder and in accordance with the Subscription Program Pricelist.

12.2 PAYMENT TERMS

The Subscriber may top-up the Subscription Account by paying cash or using a credit or debit card at a manual lane of NEA ODOS toll station or at the company's Customer Service Points, or through the www.fastpass.gr, or the MyOdos application. Lastly, the Subscriber can top-up his/her account or, so long as a credit/debit card is available, by way of a fixed order on the card or Bank Account or through web banking services by using a corresponding Electronic Payment Code, depending on the selected Subscription Plan.

13. SUBSCRIPTION PROGRAM TERMINATION

13.1 By the Subscriber

13.1.1 The Subscriber is entitled to terminate this agreement at any time. The termination will take effect upon return of all Electronic Transponders provided to the Subscriber for free use, in top operating condition. In that case, for Prepayment Subscription Products, the Company will refund to the Subscriber free of interest the amount remaining in his/her Subscription Account, including the Electronic Transponder Guarantee (if any) after deducting all charges due that result hereunder and in accordance with the Subscription Program Toll Fee Pricelist. For Postpayment Subscription Programs (provided they are implemented by the company), where the Subscriber has no debts to the Company hereunder or in accordance with the Subscription Program and Toll Fee Pricelist, Subscriber will be refunded interest-free the Credit Guarantee and the Device Guarantee (if any). Where the Subscriber has debts to the Company hereunder and in accordance with the Subscription Program and Toll Fee Pricelist, such debts will be billed and offset with the Credit Guarantee amount

13.2 By the Company

13.2.1 Reserving all its rights, the Company is also entitled to terminate this agreement at no cost for same and immediately terminate the use of the Electronic Transponder, after having previously notified the Subscriber in writing, in any one of the following cases:

where the Subscriber fails to perform any one of his/her obligations or to comply with any one of the terms hereof, including those on the use of the Electronic Transponder or where the Electronic Transponder system is cancelled/converted on any grounds or where the Concession Agreement expires or is terminated in any way. The Subscriber is required to return the Electronic Transponder provided to him/her free use. For all cases that the Electronic Transponder is returned in top operating condition, the company shall refund the Electronic Transponder Guarantee (if any) to the Subscriber. Where the Subscriber uses a postpayment Program and has debts to the Company hereunder and in accordance with the Subscription Program and Toll Fee Pricelist, such debts will be billed and offset with the Credit Guarantee amount.

13.2.2 The Company is also entitled to terminate at no cost for it this Agreement and immediately terminate the use of the Electronic Transponder, after having previously notified the Subscriber in writing: i) if the Subscription Account has remained idle for a period of six (6) months or longer, namely when all of the following conditions apply: a. the Subscriber has not made any Subscription Based Passages; b. the balance of the Subscription Account is nil or negative; c. the Subscriber has not sent prior to the end of such period of time a letter whereby he/she informs his/her wish to have the Subscription Account renewed, or ii) if the Subscription Account has remained idle for a period of two (2) or more consecutive years, for the Company to release the Electronic Transponder.

13.3 Where this Agreement is terminated by the Subscriber or the Company, the Company will refund the Subscriber free of interest and immediately after having received from the Subscriber written confirmation and all the electronic transponders provided to him/her, any balance in the Subscriber's Subscription Account, after having deducted any debts the Subscriber has to the Company (such as unpaid bills, Replacement Cost, etc.).

13.4 Where this Agreement is terminated by the Company due to failure on the part of the Subscriber to perform any one of their obligations or to comply with any one of the terms hereof, including those on the use of the Electronic Transponder or because his/her Subscription Account has remained idle for a period of two (2) or more consecutive years, the Company will be entitled to impose to and charge the Subscriber the respective costs and expenses it will incur as a result of such termination (such as administrative costs, document dispatch expenses, etc.).

14. SUBSCRIPTION PROGRAM CHANGE

The Subscriber is entitled to change his/her Subscription Program and opt for another one of the Subscription Programs the Company offers at any given time. The Subscriber will make such change by filing a Subscription Program change application and by submitting such supporting and authorization documents as are required under the Subscription Program he/she will choose. The new Agreement will enter into force and the old one will expire on the first day of the calendar month that follows the calendar month on which the application was submitted.

15. APPLICABLE LAW & SETTLEMENT OF DISPUTES

This Agreement will be governed by Greek Law and the Courts of Athens will be competent to settle any disputes that arise from this Agreement.

16. VARIOUS PROVISIONS

16.1 (a) The Company reserves the right to unilaterally introduce any amendments to these general provisions and/or introduce any changes to the Subscription Program Pricelist, the Subscription Programs, including the discontinuation of any one of the Subscription Programs that apply at any given time. Such changes to or discontinuation of Subscription Programs will be notified to the Subscriber (in writing or by public announcement) within a reasonable amount of time prior to their entry into force.

(b) Where the Subscriber does not accept such changes, they must terminate the Agreement in accordance with the provisions herein. Should the Subscriber fail to answer within one (1) month from having received such notification, the Subscriber will be deemed to have accepted the respective changes.

(c) Toll increases, additional charges as well as any change in the Subscription Program and Toll Fee Pricelist will become effective after a reasonable amount of time from their public announcement. Toll decreases may enter into force immediately after they have been announced.

16.2 As regards the determination of toll fees, Law 3555/2007, Article 24, para. 24.2, as currently in force, shall apply, and the Subscriber has been informed as to its content.

16.3 The Company hereby states that the Electronic Transponders have been manufactured in compliance with the requirements of European Union Directives Nos. 1999/5 and 73/23 and in accordance with Presidential Decree 44/2002.

16.4 In the context of the implementation of this agreement and/or in compliance with general obligations, the Company processes personal data, in accordance with European Regulation 2016/679, for the protection of individuals against the processing of personal data and for free movement of such data, and the current national and European legal framework in general. For more information, you are kindly requested to read the Privacy Notice - Update on Personal Data processing as uploaded on the Company's website; a copy of the said Notice is provided to you upon completion and signing of the Subscriber's Application for Registration - Agreement.

16.5 The headings of sections/paragraphs hereof are purely used for guidance purposes and do not affect the construal hereof.

16.6 The Subscriber acknowledges and unreservedly accepts that all these terms and the Toll Fee and Subscription Program Pricelist are the full and sole agreement between the parties, which has precedence over any other prior written or oral agreement between the Company and the Subscriber.

16.7 Any reference to the terms Electronic Transponder in the singular form will also apply to the plural form of such terms.

16.8 Failure on the part of the Company to exercise any of the aforementioned or any other of its rights provided for under applicable legislation, either once or repeatedly, will not imply or may not be considered as waiver of such rights or evidence of its intention to waive them.

16.9 The Subscriber may not concede or otherwise transfer their rights and obligations hereunder without the Company's prior written approval. The Company may concede or otherwise transfer its rights and obligations hereunder to any third party at its absolute discretion.

GENERAL TERMS & INSTRUCTIONS OF USE FOR THE SUBSCRIBERS INTEROPERABILITY are annexed hereto.