

# GENERAL TERMS AND CONDITION FOR THE USE OF THE DARS ONLINE SHOP FOR THE PURCHASE OF ELECTRONIC VIGNETTES

Valid as of: 1 December 2021

## DARS

## 1 DARS

- 1.1 The owner and administrator of the <https://evinjeta.dars.si> website is Družba za avtoceste v Republiki Sloveniji (DARS). DARS is an economic entity that was established on the basis of the Motorway Company in the Republic of Slovenia Act (Official Gazette of the Republic of Slovenia, No. 97/10 and 40/12 – ZUJF) and is responsible for constructing, maintaining and operating motorways and expressways in the Republic of Slovenia. The sole founder of the Company is the Republic of Slovenia.
- 1.2 The Company's VAT ID number is SI92473717 and its registered office is Cesta XIV. Divizije 4, 3000 Celje, its phone number is +386 (0)3 426 40 71, and its email address is [gp@dars.si](mailto:gp@dars.si). The principal activity of the Company under the standard classification of activities is H52.210 – Service activities incidental to land transportation.
- 1.3 Pursuant to the Road Tolling Act (Official Gazette of the Republic of Slovenia, No 24/15, 41/17, 158/20 and 159/21), DARS is the operator of toll roads that manages and maintains the largest share of toll roads in the Republic of Slovenia, and issues electronic vignettes for the payment of tolls for a fixed period of toll road use based on public mandate.
- 1.4 The e-vignette and its logo are DARS brands. All information and images on the <https://evinjeta.dars.si> website are subject to copyright and other forms of intellectual property protection. They may be reproduced solely for non-commercial use, whereby all warnings regarding copyrights and other rights must be retained. Each reproduction (copying, reproduction, publishing, transfer) must list DARS d.d. as the source.
- 1.5 The General Terms and Conditions lay down the operation of the DARS online shop along with the rights and obligations of its users, and regulate the business relationship between DARS and the customer. The General Terms and Conditions comply with the Road Tolling Act, the Consumer Protection Act (Official Gazette of the Republic of Slovenia, No 98/04 – official consolidated text, 114/06 – ZUE, 126/07, 86/09, 78/11, 38/14, 19/15, 55/17 – ZKoIT and 31/18), the Personal Data Protection Act (Official Gazette of the Republic of Slovenia, No 94/07 – official consolidated text and 177/20), the General (EU) Data Protection Regulation 2016/679 of 27 April 2016, the Electronic Communications Act (Official Gazette of the Republic of Slovenia, No 109/12, 110/13, 40/14 – ZIN-B, 54/14 – Const. Court decision, 81/15 and 40/17), the General Administrative Procedure Act (Official Gazette of the Republic of Slovenia, No 24/06 – official consolidated text, 105/06 – ZUS-1, 126/07, 65/08, 8/10, 82/13 and 175/20 – ZIUOPDVE) and the General legal act on toll collection (Official Gazette of the Republic of Slovenia, No 178/21).

## 2 Electronic vignette (hereinafter “e-vignette”)

- 2.1 The obligation to pay tolls in time-based charging for the use of toll roads is incurred once a vehicle with a maximum authorised mass not exceeding 3,500kg enters a toll road. A toll road user shall pay tolls by purchasing the e-vignette for the relevant toll category before they enter a toll road.

- 2.2** The e-vignette is a time-limited right to use a toll road that is tied to the registration number and the country of registration of a vehicle with a maximum authorised mass not exceeding 3,500kg regardless of the maximum authorised mass of any trailer.
- 2.3** E-vignettes are issued for various toll categories for 12 consecutive months (yearly e-vignette), 6 consecutive months (half-year e-vignette), one month (monthly e-vignette) or seven consecutive days (weekly e-vignette).
- 2.4** The yearly, half-year or weekly e-vignette may be used for single-track vehicles, while the yearly, monthly or weekly e-vignette may be used for two-track vehicles.
- 2.5** The e-vignette may be purchased through the DARS online shop at the address <https://evinjeta.dars.si>, at DARS points of sale and at the points of sale of its authorised sales partners.

### **3 Online shop and online purchase**

- 3.1** The DARS online shop is available in the Slovenian, English, German, Italian and Croatian languages as of 1 December 2021, as well as in the Hungarian, Polish, Czech, Slovak, Romanian and Russian languages as of 1 January 2022.
- 3.2** E-vignettes may be purchased online exclusively in the DARS online shop, irrespective of the country in which the customer makes the purchase.
- 3.3** E-vignettes may be purchased in the online shop with immediate payment by debit or credit card, electronic wallet, PayPal service or payment in advance based on a quotation with limited validity. Valid means of payment are published on the relevant page of the <https://evinjeta.dars.si> website.
- 3.4** In case of a purchase with immediate payment, it is also possible to specify the immediate validity of the e-vignette. In case of a purchase by way of a bank transfer, the earliest possible date of the e-vignette validity is four (4) working days from the date on which the quotation is created.
- 3.5** The e-vignette can only be purchased in the online shop in Euros.
- 3.6** No registration is required to purchase the e-vignette in the online shop; however, the customer must have and submit to DARS a valid email address and must confirm their intention to purchase the e-vignette via a link that is sent by DARS automatically to the provided email address. DARS needs the customer's email address in the mentioned case solely to send the customer the invoice for the purchase made and the certificate of the e-vignette purchase in electronic form.
- 3.7** In the procedure to purchase the e-vignette, the customer must initially specify the toll category of the vehicle for which they will purchase the e-vignette, select the type of e-vignette (weekly, monthly, yearly, half-year), and specify the start date of its validity. The customer then enters the country of registration and the registration plate number of

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the vehicle for which they are buying the e-vignette. The vehicle registration number is to be entered twice, thus minimising the possibility of error upon the confirmation of the data.

- 3.8** The e-vignette validity can be set no more than 30 days prior to the date of purchase.
- 3.9** Before the purchase process (payment) is concluded, the procedure can be repeated for up to 500 e-vignettes in a single purchase. Each selected e-vignette is added to the shopping cart, while payment is made for all e-vignettes together.
- 3.10** If there already is a valid e-vignette for the selected registration plate number and validity period, the system will warn the customer thereof, but another e-vignette may nevertheless be purchased by the customer at their request without additional restrictions.
- 3.11** The customer bears the exclusive responsibility for the accuracy of the data entered. In case of incorrect data, DARS shall assume no responsibility whatsoever for the consequences that arise under the law due to the entry and confirmation of incorrect data.

## **4 Registration in the online shop**

- 4.1** To use additional functionalities of the online shop, the customer is required to register. Upon registration, the customer, as a natural person, is required to enter their name and surname, and may optionally indicate their address as well. Legal persons and sole proprietors or individuals engaged in self-employed activity are required to enter the name of the customer, registration number, tax number or VAT ID number, if the customer is liable to pay VAT, and the customer's address in order to register.
- 4.2** A registered customer may update the data they used to register into their profile at any time.
- 4.3** In case of registration, the purchase of the e-vignette is conducted in the same manner as for non-registered customers, as described in point 3 hereunder.
- 4.4** Dars d.d. will collect, store and process in any other way the personal data on users solely for the purposes of rendering electronic online shop services offered on the <https://evinjeta.dars.si> website, improving the website usage and for the purposes for which the data is submitted by the users based on their consent. The latter is laid down in detail in point 18 hereunder and in the Privacy Policy, which is available here.

## **5 Payment, payment means and the issue of invoices and certificates of purchase**

- 5.1** After selecting the e-vignette, the customer is required to specify the means of payment to be used for the purchase. It is possible to make the purchase with the following means of payment:

- debit or credit card,\*
- electronic wallet,\*
- PayPal service and
- bank transfer to the DARS account based on a quotation. \*\*

\* The list of supported credit and debit cards and electronic wallets for the e-vignette purchase is available on the <https://evinjeta.dars.si> website.

\*\* In case of a purchase by way of a bank transfer to the DARS account based on a quotation, it is possible to specify the validity of the e-vignette no sooner than 4 working days after the quotation is created.

**5.2** After the immediate payment is executed (by debit or credit card or by way of an electronic wallet or PayPal service), an invoice and, for each e-vignette purchased by the customer, certificates of purchase are generated for the purchase made. In case of a purchase without registering, the invoice and certificates of e-vignette purchase are sent in PDF format to the email address indicated by the customer in the purchase process.

**5.3** If the customer makes the purchase as a registered customer, the invoice and certificate of e-vignette purchase are stored in electronic form directly in their user account, while a notification is sent to the customer by email indicating that both documents are available. The customer may access and download them in PDF format at any time while they are logged into their user account, i.e. within the statutory period laid down for the storage of such documents.

**5.4** Registered customers may opt for the issue of an e-invoice for their purchase. If the customer marks a request for an e-invoice in their user profile and is registered as a natural person, they may assume the e-invoice in line with the eSLOG in their user profile. A customer who is a legal entity may receive the e-invoice in line with the eSLOG via the Bizbox intermediary, and may also acquire the e-invoice in line with the eSLOG in their user profile. In the download option via Bizbox, the customer shall agree to the [General Terms and Conditions for the electronic business services of ZZI d.o.o.](#)

A registered customer may also make a purchase based on a quotation, where they pay for the e-vignettes purchased by way of a bank transfer. In such a case, the earliest possible start date of the e-vignette validity is four (4) working days from the date on which the quotation was created.

After entering the required information (vehicle toll category, e-vignette type, start date of the e-vignette validity, country of registration and vehicle registration number), a customer selecting the method of payment based on a quotation receives a quotation containing information to effect the payment (amount, bank details, payment reference number, payment due date) to their email address. The due date for payment based on a quotation is set automatically in the quotation with respect to the start date of the e-vignette validity as specified by the customer.

When the toll road operator receives payment in due time to the bank account indicated in the quotation and the payment is appropriately associated with the quotation, the e-vignette becomes valid on the date selected by the customer in the purchase process. At that time, the invoice and certificate of the e-vignette purchase are issued and made available to the customer in their user account.

If the customer fails to indicate the correct reference number in the payment based on a quotation, the e-vignettes under the quotation will only be created if DARS is able to associate the payment with the quotation despite an inaccurate reference number in due time, i.e. by the start date of the e-vignette validity. If that is not the case, the e-vignettes are not created and the money is reimbursed to the customer's bank account.

The payment amount must equal the amount on the quotation, otherwise the e-vignettes shall not be created and the money shall be reimbursed to the customer's bank account. Furthermore, all funds paid after the expiry of a quotation are reimbursed to the customer. DARS may issue an invoice to the customer for the costs incurred in the event of the refund of the paid amount and reimburse an accordingly reduced amount. The amount of the costs is specified in the [DARS Price list of services](#).

If the customer indicates an inaccurate amount and/or payment reference number when making the payment based on a quotation, if they make the payment to the wrong account, or if they fail to make the payment in due time, DARS shall assume no responsibility whatsoever for consequences that arise under the law and these General Terms and Conditions due to false payment information or late payment.

## 6 Specification of the vehicle toll category

**6.1** The classification of vehicles for which tolls are paid by way of the e-vignette into toll categories is laid down in the Decree on toll roads and tolls (Official Gazette of the Republic of Slovenia, No. 77/16, 63/17, 14/18, 74/18, 78/19, 105/20 and 178/21). Vehicles are broken down into three toll categories, namely:

- toll category 1: single-track vehicles with or without a trailer;
- toll category 2A: caravans and two-track vehicles with a vehicle height above the first axle of up to 1.3m and with a maximum authorised mass not exceeding 3,500kg, with or without a trailer;
- toll category 2B: two-track vehicles with a vehicle height above the first axle of 1.3m or more and with a maximum authorised mass not exceeding 3,500kg, with or without a trailer.

**6.2** To specify toll category 2 for which the customer wishes to purchase the e-vignette, the users of the <https://evinjeta.dars.si> web portal can find a list of all vehicle brands, models and types that are or were sold by vehicle dealers in the Republic of Slovenia and fall within toll category 2B based on their manufacturing characteristics or prior measurements. Dars regularly updates the list.

**6.3** Updates to the list of measured vehicles apply as of the date of the publication of each vehicle type on the list. If a toll category 2A e-vignette has been purchased for such a vehicle before the vehicle type is published on the list, the customer may use such e-vignette until its validity expires, although the vehicle belongs to toll category 2B after it is published on the list.

**6.4** If a particular brand, model or type of vehicle is not on the list, it shall be deemed that such a vehicle falls within toll category 2A.

- 6.5** Prior to each purchase of a new electronic vignette, the customer is required to check the toll category in which their vehicle is listed.
- 6.6** To improve the user experience, the website <https://evinjeta.dars.si> and the online shop offer customers a tool to identify the vehicle toll category. The customer selects the vehicle brand, the model and, if required, the year of manufacture from the list and the system informs the customer of the toll category in which such a vehicle is ranked. If a particular brand, model or type of vehicle is not on the drop-down list, it shall be deemed that such a vehicle falls within toll category 2A.
- 6.7** When selecting certain vehicle brands, models or types using the relevant tool, the system may provide additional notifications describing certain special features regarding the identification of the toll category for the selected brand, model or type of vehicle. The customer is required to take due account of such a notification prior to the purchase and act in line with the notification.

## **7 Adding e-vignettes to the user account and removing e-vignettes from the user account**

- 7.1** E-vignettes that are purchased through the online shop by a registered customer are automatically added to their user account and the customer may manage them pursuant to the General legal act on toll collection and these General Terms and Conditions.
- 7.2** A registered customer may arbitrarily add to their user account e-vignettes that are purchased through other sales channels or within the scope of an anonymous purchase through the online shop.
- 7.3** To add the e-vignette to their user account, the customer is required to enter the country of registration and the registration number of the vehicle with which the e-vignette is associated, along with the ID (number) of the e-vignette. Otherwise, it is not possible to add the e-vignette in the user account.
- 7.4** If the e-vignette is registered or added to the user account of another customer, the customer may only add the e-vignette to their user account upon prior approval of the previous customer. The procedure is described in point 12 hereunder.
- 7.5** Using the same procedure, the customer may at any time delete from their user account access to any e-vignette accessible in the user account. In such a case, they lose the possibility of managing additional functions for such an e-vignette.
- 7.6** The customer may again add a deleted e-vignette to their user account at any time by taking into account the terms referred to in this point of the General Terms and Conditions.
- 7.7** The deletion of the e-vignette from the user account shall in no way affect its validity or any other e-vignette data.

## 8 Modifying e-vignette data

- 8.1** The online shop allows registered customers to modify e-vignette data solely for those e-vignettes for which the customer has specified a validity start date that does not match the date of purchase and that are not yet valid.
- 8.2** For the e-vignettes referred to in point 7.1, it is possible to modify data on the vehicle registration number with which the e-vignette is associated at any time before the start date of the e-vignette validity, and/or to modify the start date of the e-vignette validity. When modifying the start date of the e-vignette validity, there is a limitation, i.e. a new validity start date may be set no more than 30 days in advance, from and including the date on which the customer makes the modification.
- 8.3** The customer is required to confirm the modification in the online shop. After confirming the modification, the customer receives confirmation of the e-vignette data modification in their user account. DARS informs the customer thereof with an automatically transmitted email to the email address indicated by the customer in the registration procedure.
- 8.4** The provisions of this point apply to all e-vignettes that the customer has added to their user account pursuant to the previous point of these General Terms and Conditions.

## 9 Withdrawal from purchase

- 9.1** If, upon the purchase of the e-vignette, the customer sets a validity start date other than the date of purchase, the customer may withdraw from the sales agreement and request a refund of the purchase price at any time before the purchased e-vignette becomes valid.
- 9.2** A request for withdrawal from the purchase is to be submitted to DARS solely for e-vignettes that have been purchased through the online shop or at any DARS point of sale. The request is submitted through the user account of a registered customer of the online shop and may also be submitted in writing or by oral deposition to be entered in the record at any DARS point of sale during their official opening hours or by post to the address Dars d.d., Dunajska 7, 1000 Ljubljana.
- 9.3** For e-vignettes purchased at authorised points of sale, it is only possible to withdraw from the purchase at the point of sale where the customer purchased the e-vignette, irrespective of whether the registered customer of the online shop added the e-vignette to their user account subsequently pursuant to point 7 of these General Terms and Conditions. In such a case, the terms and refund method are determined by the authorised dealer.
- 9.4** In the procedure to submit a request through the online shop, the customer is required to enter or specify:
- first and last name or name of the company, tax number, address, postcode and country of residence or of the company's registered office;
  - ID mark of the e-vignette subject to withdrawal from the purchase;



- invoice number for the purchased e-vignette that is subject to the withdrawal;
- registration plate number and the country of registration of the vehicle for which the e-vignette that is subject to withdrawal from the purchase was purchased;
- name and address of the bank, transaction account number (IBAN) for the refund and the bank's BIC (SWIFT) code;
- optionally, contact information (phone number, email address) to facilitate and expedite the refund process.

The request is to include the invoice or its copy for the purchased e-vignette that is subject to withdrawal from the purchase.

- 9.5** If the request for withdrawal from the purchase is justified, DARS will return the purchase amount to the account provided by the customer within 14 days from the approval of the request.
- 9.6** DARS shall assume no responsibility for the accuracy of the provided data on the customer's bank account. If the customer provides an incorrect bank account in the process of withdrawal from the e-vignette purchase, they shall cover all costs incurred as a result in the refund process.
- 9.7** If the e-vignette has already become valid, it is not possible to withdraw from the purchase.

## **10 Setting reminders of the start or end of e-vignette validity**

- 10.1** Registered customers of the online shop may set reminders of the start and/or end of validity for any e-vignette available to them in their user account.
- 10.2** Reminders may be received in two ways, i.e. by email and/or text message to the selected phone number.
- 10.3** Reminders are set for each e-vignette separately and may be sent to an arbitrary email address and/or phone number.
- 10.4** It is possible to set single, double or triple notifications at arbitrary intervals for each reminder. If the customer does not set the number of reminders and their intervals alone, the reminders will be sent according to the default values. Reminders for the start of validity are: validity start date, three (3) days before the start date of the e-vignette validity and six (6) days before the start date of the e-vignette validity. Reminders for the expiry of validity are: validity end date, three (3) days before the expiry date of the e-vignette validity and six (6) days before the expiry date of the e-vignette validity.
- 10.5** The text in the reminders sent via text messages is sent in Slovenian to phone numbers with the Slovenian country code (+386) and in English to all other phone numbers.
- 10.6** The reminder of the start date of e-vignette validity informs the customer of the first day on which the e-vignette becomes valid or, rather, when the customer with a vehicle with

the registered number with which the e-vignette is associated may use the motorways and expressways.

**10.7** The reminder of the expiry of e-vignette validity informs the customer of the last day on which the e-vignette is still valid or, rather, when the customer with a vehicle with the registered number with which the e-vignette is associated may still use motorways and expressways.

**10.8** Reminders are purely indicative and in no case bind customers to purchase a new e-vignette; however, the customer is warned in the reminder about the e-vignette expiry when it is necessary to purchase a new e-vignette for the further use of toll roads with a vehicle with the registration plate number with which the e-vignette is associated. The service is free of charge.

## **11 Editing vehicles (my vehicles)**

**11.1** Registered customers have the “My vehicles” option, within the scope of which customers may enter vehicle registration plate numbers arbitrarily and organise them in groups for the subsequent purchase of new e-vignettes, association with existing e-vignettes or merely for an overview of the customer’s vehicle fleet.

**11.2** The functionality of the My vehicles option is limited solely to an easier overview of vehicles for customers managing an extensive vehicle fleet. The purpose is to improve the user experience on the <https://evinjeta.dars.si> portal or online shop.

**11.3** Vehicles may be added and deleted from the list, and vehicle data may be modified without limitations, even if they have already been associated with e-vignettes.

**11.4** Adding or deleting vehicles to or from the list and modifying vehicle data in no case affect the validity of the purchased e-vignettes or any other data about a particular e-vignette.

## **12 Transfer of e-vignette access rights**

**12.1** A registered customer of the online shop may transfer the right of access to the e-vignette added to their user account pursuant to point 7 hereunder at any time to some other registered user of the online shop.

**12.2** A customer who wishes to transfer e-vignette access rights to another registered user of the online shop must enter their email address, to which a safe link for the confirmation of transfer will be sent. After confirmation, the transferred e-vignette will be added to their user account, and the customer who transferred access rights will be informed by email of the successful transfer.

**12.3** By transferring e-vignette access rights to another registered user of the online shop, the right to manage the e-vignette according to the provisions of these General Terms and Conditions will also be transferred exclusively to them. Hence, the other registered user

will have access to all data about the e-vignette that will be transferred to them. Such an action cannot be cancelled.

**12.4** The e-vignette access rights may only be transferred back to the original user by the current holder of such rights.

**12.5** The deletion of the right to access the e-vignette in no way affects its validity, toll category or vehicle registration number with which the e-vignette is associated or any other data about the e-vignette.

## **13 Refund of proportional e-vignette value**

**13.1** If a vehicle with the registration number associated with a yearly or half-year e-vignette is removed from the record of registered vehicles before the expiry of the e-vignette, or if the registration plates have been stolen, destroyed or lost, the owner or holder of such a vehicle may claim a refund of a proportional value for the yearly or half-year e-vignette from the toll road operator for the time from the date of the vehicle removal from the record of registered vehicles to the date of the e-vignette expiry.

The owner of the name registration plates is entitled to a refund of the proportional value of the yearly or half-year e-vignette if the new vehicle on which the registration plates will be mounted falls within a different toll category.

**13.2** A request for a refund of the proportional e-vignette value may be submitted solely to DARS. Registered customers may submit the request through their user account in the online shop or may submit it in writing or by oral deposition to be entered in the record at any DARS point of sale during their official opening hours or by post to the address Dars d.d., Dunajska 7, 1000 Ljubljana.

**13.3** Upon the submission of a request for the refund of proportional e-vignette value, the customer is required to provide the following information:

- first and last name or name of the company, tax number/VAT ID number, address, postcode and country of residence or the company's registered office;
- ID mark of the e-vignette subject to the refund of the proportional value;
- registration plate number and the country of registration of the vehicle for which the e-vignette that is subject to a refund of the proportional value has been purchased;
- name and address of the bank, the transaction account number to which the proportional e-vignette value will be refunded and the bank's BIC (SWIFT) code;
- optionally, contact information (phone number, email address) to facilitate and expedite the refund process.

The request is to include a copy of the invoice for the purchased e-vignette that is subject to the request for the refund of the proportional value.

If the request is submitted through the online shop, the customer must also include the number and issuer of the invoice for the purchased e-vignette that is subject to the request for the refund of the proportional value. It is necessary to enclose a copy of the invoice, otherwise the request submission procedure in the described manner is not possible.

**13.4** The customer may request the refund of the proportional value of a yearly or half-year e-vignette within 30 days from the date on which the vehicle was removed from the record of registered vehicles or from the date on which a new registration plate with a different registration number was issued or from the date on which a new vehicle was registered with a name registration plate. If the customer fails to submit a request in due time, the request will be rejected.

**13.5** To consider a request for a refund of the proportional e-vignette value, DARS is entitled to a compensation fee in the amount of €6 (VAT included). The compensation will be charged if DARS approves the request for the refund of the proportional e-vignette value in part or in whole. In such a case, the customer receives a proportional amount of the e-vignette value, less the toll road operator fee, to their bank account. If the amount of compensation exceeds the proportional share of the e-vignette value, the procedure for the refund of proportional e-vignette value will not be completed, the compensation fee will not be charged and the e-vignette will remain valid until it expires.

**13.6** If the customer submits a request through the user account in the online shop, they will, should DARS grant the request in full, receive notification of the amount of the proportional e-vignette value, a credit note and the invoice for the compensation fee charged for the consideration of the request to their user account, of which they will be notified by email.

If the customer submits a request by post or at a DARS point of sale and indicates their email address in the request, they will, should DARS grant the request in full, receive notification of the amount of the proportional value, a credit note and the invoice for the compensation fee charged for the consideration of the request in electronic form (PDF file) to the mentioned email address. DARS will act in the same manner if the customer submits a request by email to the address [evinjeta@dars.si](mailto:evinjeta@dars.si).

In all other cases, the customer will receive notification of the proportional share, the credit note and the invoice for the compensation fee charged for the consideration of the request by post to their address.

**13.7** Irrespective of the manner in which the request is submitted, DARS will send all administrative documents in the procedure by registered post with advice of receipt under the General Administrative Procedure Act if a period starts running from their service. Registered customers of the online shop will also have the documents available in their user account.

**13.8** If DARS grants the request in part or in whole and if the customer has provided the correct bank account information for the bank transfer, the refund amount will be paid within 30 days of the date on which DARS granted the request in part or in whole.

**13.9** DARS shall assume no responsibility whatsoever if the refund of the proportional e-vignette value is made to some other person's account due to misreported bank account data. In such a case, the consequences shall be debited entirely to the customer.

**13.10** The users of the <https://evinjeta.dars.si> web portal have at their disposal an indicative calculation of the refund amount of the proportional e-vignette value, where the

customer may arbitrarily enter the data required for the calculation. The calculation of the amount is purely indicative and is based on information that the user has entered in the calculation tool on the <https://evinjeta.dars.si> web portal. If the customer exercises the right to the refund of the proportional e-vignette value and the toll road operator grants the request, the amount determined in the consideration of the request may differ from the calculation if a different state of affairs is established in the procedure.

## 14 Exemption from tolls

**14.1** Only the following vehicles or transport shall be exempt from toll payment:

- motor vehicles with priority and escort vehicles, including the escorted vehicles;
- military vehicles of the Slovenian Armed Forces;
- foreign military vehicles used on a national defence mission, in transporting international peacekeeping forces, and in the performance of other defence and security tasks, if so determined by international treaties;
- motor vehicles used on humanitarian missions to those in need in peace or war conditions, victims of natural and other disasters or armed conflicts;
- transport with vehicles of the toll road operator for performing maintenance tasks on toll roads and toll activities.

**14.2** Vehicles for transportations exempted from toll payment do not need an e-vignette, but must nevertheless be registered in the e-vignette system before using the toll roads.

The customer may register such vehicles in the e-vignette system alone if they register as a user of the online shop.

After registering vehicles in the e-vignette system, the customer is required to submit a request for toll exemption indicating the reason for the submission of the request. The customer is required to enclose all supporting documents requested for decision-making regarding toll exemption with respect to the type of transport that is subject to toll exemption, and to indicate all the necessary data (time of transport, transport route, etc.).

**14.3** The customer will be informed of the resolution by email and the toll exemption approval or rejection document will also be available in their user account.

**14.4** A toll exemption request may also be submitted in writing or by oral deposition to be entered in the record at any DARS point of sale during their official opening hours or by post to the address Dars d.d., Dunajska 7, 1000 Ljubljana. If the customer states their email address in the request, they will be informed of the resolution by email.

**14.5** If any data or facts about a particular vehicle or transport exempt from tolls change prior to or while being exempt from tolls, the customer enforcing toll exemption is to notify such changes immediately to DARS. The notification is to be sent through the user account in the online shop to the email address [occn@dars.si](mailto:occn@dars.si) or by post to the address Dars d.d., Dunajska 7, 1000 Ljubljana.

## 15 Submitting requests

- 15.1** Registered customers may submit various requests, questions and proposals through the online shop.
- 15.2** Requests are broken down into categories, which the customer may select. The categories are: request for the refund of proportional e-vignette value (see point 13), withdrawal from e-vignette purchase (see point 9), application for toll exemption (see point 14), request for the issue of a substitute invoice, request for VAT exemption and a general question.
- 15.3** The applicant may bind their request to a specific e-vignette or issued invoice, which they specify in the request submission procedure. A detailed definition and description of the request may shorten the time to resolve it and ensure that the customer receives an answer sooner.
- 15.4** After the submission is confirmed, a request is sent to the competent DARS department for resolution. The customer is informed of the successful submission of the request by email.
- 15.5** DARS will resolve the requests considered under the act governing the general administrative procedure within the statutory periods, and all other requests as soon as possible after it receives full documentation.
- 15.6** The request status can be seen in the customer's user account in the online shop. The notification of request status is purely informative.

## 16 Cookies

- 16.1** The <https://evinjeta.dars.si> website uses cookies. Cookies are small files installed on your computer or mobile phone when you visit the website. When you visit the <https://evinjeta.dars.si> website again, we may recognise your return and provide you with better performance and use by way of cookies. Cookies do not include personal data or information that may identify you. First-party cookies will not be sent to third parties.
- 16.2** The <https://evinjeta.dars.si> website uses the following cookies:

Izvor	Ime piškotka	Namen	Trajanje
Drupal	SESS<hash>	Stores information about a user who has logged in.	24 days
Drupal	cookie-agreed	Specifies whether the user has agreed to the use of cookies or not.	100 days
Drupal	cookie-agreed-version	Stores a cookie version relating to the user's agreement or	100 days

		disagreement with the use of cookies.	
Google analytics	gid	Collects information about the statistics of the website use (number of visits, visited subpages, etc.).	1 day
E-vignette system	Sc59AccessToken	Authorisation cookie for a user who has logged in.	pursuant to the application configuration
E-vignette system	xsrftoken-sc59	Prevents the unauthorised setting of website content (so-called Cross-Site-Request-Forgery). It contains no data about the user.	Session duration
E-vignette system	cookieconsent_status	Confirmation of cookie use.	100 days

**16.3** Upon your first visit to the <https://evinjeta.dars.si> website, a banner in the lower section of the page will notify you that the website uses cookies for its operation and offer the option to allow or reject the use of cookies.

**16.4** Even if you have permitted the use of cookies, you may completely delete or disable cookies in your browser settings at any time. The instructions are in the Help section of your browser. By completely disabling cookies, some of the functionalities of the <https://evinjeta.dars.si> website may not work.

## 17 Personal data protection

**17.1** Pursuant to the provisions of 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, Družba za avtoceste v Republiki Sloveniji d.d., Ulica XIV. divizije 4, 3000 Celje, hereby provides information about personal data processing upon the use of the online shop.

<b>Personal data controller:</b>	Družba za avtoceste v Republiki Sloveniji, d. d., Ulica XIV. divizije 4, 3000 Celje
<b>Contact information of the data protection officer:</b>	Družba za avtoceste v Republiki Sloveniji, d. d., Dunajska cesta 7, 1000 Ljubljana Email: <a href="mailto:dpo@dars.si">dpo@dars.si</a>
<b>The purpose of personal data processing:</b>	<ul style="list-style-type: none"> <li>Registration of users into the e-vignette system,</li> <li>the purchase of a certain type (duration) of e-vignette for a vehicle(-s) with a specified</li> </ul>

	<p>registration plate number for a specific toll category by specifying the validity start date with:</p> <ul style="list-style-type: none"> <li>- immediate payment by payment card or</li> <li>- preparation of a quotation for payment into a bank account,</li> <li>• subscription to notifications on the start and end dates of the e-vignette validity,</li> <li>• submission of requests for the refund of proportional e-vignette value,</li> <li>• submission of requests for withdrawal from e-vignette purchase,</li> <li>• submission of requests for e-vignette transfer to or from some other user,</li> <li>• change of user data (e.g. address or contact details).</li> </ul>
<b>Categories of data subjects:</b>	<p>The users or visitors to the <a href="https://evinjeta.dars.si">https://evinjeta.dars.si</a> website and users who register into the system.</p>
<b>Legal basis for personal data processing:</b>	<ul style="list-style-type: none"> <li>• point a) of paragraph 1 of Article 6 and Article 7 of <b>Regulation (EU) 2016/679</b> of the European Parliament and of the Council (consent);</li> <li>• point (b) of paragraph 1 of Article 6 of <b>Regulation (EU) 2016/679</b> of the European Parliament and of the Council (processing is required for the performance of a contract or for the implementation of measures prior to the conclusion of a contract at the request of a data subject who is party to a contract);</li> <li>• point c) of paragraph 1 of Article 6 of <b>Regulation (EU) 2016/679</b> of the European Parliament and of the Council (processing is required for the fulfilment of a legal obligation applicable to the controller);</li> <li>• Point 3 of paragraph 2 of Article 46 of the <b>Road Tolling Act</b> (for which data may be processed in a record).</li> </ul>
<b>Recipients or categories of personal data recipients, if any:</b>	<ul style="list-style-type: none"> <li>• Contractual data processor for server maintenance;</li> <li>• contractual data processor for application maintenance;</li> <li>• contractual data processor for website maintenance;</li> <li>• contractual processor for e-vignette sales.</li> </ul>
<b>Personal data storage period or, if not possible, criteria to be applied to the identification of such a period:</b>	<p>Two years from the expiry of electronic vignettes. Data on the IP address of the device from which the purchase was made through the online shop shall be deleted within 30 days of the sale of the electronic vignette.</p>
<b>Information on the existence of an individual's rights to request</b>	<p>You may request access to your personal data, an update, modification, restriction of processing, the</p>



<b>access to personal data and the modification or deletion of personal data or a restriction, or the existence of the right to object and the right to data portability:</b>	deletion of your personal data or you may object to the processing of your personal data with a written request.
<b>Information about the transfer of personal data to a third country or international organisation:</b>	Data is not transferred to third countries or international organisations.
<b>Information about the existence of automated decision-making, including profiling:</b>	Automated decision-making and/or profiling are not conducted.
<b>Information about the right to file a complaint to the supervisory body:</b>	A complaint may be submitted to the Information Commissioner in writing at the address: Dunajska 22, 1000 Ljubljana, or by email: gp.ip@ip-rs.si

U The controller of your personal data will process the personal data provided solely for the purposes of toll collection (indicated in detail in the table above) and will store it until the end of the statutory period or cancellation of consent. To enforce the right to access data, modify data, restrict processing, to object and to data portability or to file any complaint, you are cordially requested to turn to the contact persons indicated in point 19 hereunder.

More information about DARS's handling of personal data is available in the Privacy Policy of DARS d.d., which is available [here](#).

## 18 Contact

**18.1** To resolve any problem or raise any question, visitors to the <https://evinjeta.dars.si> web portal and users of the online shop may turn to the Tolling Call Centre for continuous support. This is available 24/7 at the phone number +386 (0)1 518 8 350 and by email at [evinjeta@dars.si](mailto:evinjeta@dars.si). The same email address is also used to send a message that can be created via the contact form on the <https://evinjeta.dars.si> website.

**18.2** If all Call Centre operators are busy when a customer makes the call, the customer's call will be put in a queue and the customer will be informed of their place in the queue.

**18.3** DARS will answer an email sent to [evinjeta@dars.si](mailto:evinjeta@dars.si) within two (2) working days.