

Terms and Conditions

of

Red Pill GmbH for the TollScout Service

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General terms and conditions

Red Pill GmbH („TollScout“)
Heidemannstr. 25-27, 80939 München

As of 12.08.2024

1. Scope of application

- 1.1. These conditions apply to contacts between the customer and TollScout regarding services related to the registration of digital toll products.
- 1.2. The registration of digital toll products is subject to the terms and conditions of the respective toll authorities.

2. Subject of contract

- 2.1. The customer commissions TollScout for the registration of a digital toll product (digital vignette, digital route toll cards) with a toll authority of a specific country. In return, the customer is obligated to pay the fee for the toll product plus a service fee for the registration to TollScout.
- 2.2. TollScout purchases digital toll products in its own name on behalf of the customer. The purchased digital toll products are transferred to the customer by providing the customer's license plate number during registration.

3. Conclusion of contract

- 3.1. The customer selects the desired toll product on the website operated by TollScout at <https://tollscout.eu>, providing their vehicle registration number and the validity period.
- 3.2. By clicking the button labeled „commission for a fee“, the customer submits a legally binding offer. TollScout accepts this offer by prompting the customer for payment. The contract between the customer and TollScout is concluded upon payment. The customer receives an order confirmation from TollScout.

4. Right of withdrawal

- 4.1. The customer's right of withdrawal regarding TollScout's services expires prematurely upon the complete provision of services by TollScout. This applies only if the customer, during the order, agrees to the immediate commencement of TollScout's services and confirms their awareness of the premature expiration upon the provision of the service.

5. Order execution

- 5.1. Upon receipt of payment, TollScout registers the desired toll product with the respective toll authority, providing the customer's specified vehicle registration number and validity period. TollScout also processes the payment for the digital toll product. The contract is considered fulfilled by TollScout once the necessary actions for the registration of the toll product have been completed.
- 5.2. Once TollScout receives a registration confirmation from the toll authority, TollScout will inform the customer accordingly.
- 5.3. If the customer wishes to modify the validity period subsequently, and if this is permissible within the terms and conditions of the respective toll authority, TollScout will facilitate the change. The same applies to the exercise of a right of withdrawal or the transfer of the digital product from the customer to a third party.

6. Customer obligations

- 6.1. The customer is obligated to provide accurate personal information and a functioning email address. They are required to add TollScout's email address to their email program's list of trusted senders.
- 6.2. The customer assures that they are the owner or holder of the vehicle corresponding to the license plate or have been authorized by the owner or holder of the vehicle to register a digital toll product for the specified license plate.

7. Fee

- 7.1. The fee to be paid by the customer consists of the price of the toll product plus any sales tax charged by the toll authority and a service fee charged by TollScout plus sales tax on the service fee.

- 7.2. The fee is due in advance after the conclusion of the contract. If the payment process fails, TollScout is not obligated to provide services.
- 7.3. The customer has various payment methods available in the online shop, and they can choose one before completing the order. The customer is fully responsible for any bank fees incurred in domestic and international transactions. The customer agrees that invoices will be sent exclusively in digital form to the email address provided by them.

8. Performance period

- 8.1. TollScout is obligated to fulfill orders within three business days. The deadline commences on the business day following the day of the order.
- 8.2. If TollScout is prevented from providing the service due to force majeure, the performance time is extended. Force majeure includes, in particular, technical disruptions.

9. Warranty

- 9.1. The customer acquires toll products exclusively on the basis of the conditions set by the respective toll authority.
- 9.2. If TollScout provides its services with errors, the customer is entitled to statutory warranty rights.

10. Liability

- 10.1. TollScout is liable without limitation for damages caused intentionally or through gross negligence. For financially consequential damages caused by ordinary negligence, TollScout is only liable in the event of a breach of a fundamental contractual obligation within the scope of foreseeable and typical damages.
- 10.2. If the customer's fault contributes to the occurrence of the damage, the obligation for compensation and the extent of the compensation depend on the circumstances, particularly the extent to which the damage is predominantly caused by the customer or TollScout. This also applies if the customer's fault is limited to failing to draw TollScout's attention to the risk of unusually high damage, which TollScout neither knew nor needed to know, or if the customer failed to prevent or mitigate the damage.

10.3. As part of their duty to mitigate damages, the customer is particularly obligated to acquire a non-digital toll product if the digital toll product was not issued due to a circumstance attributable to TollScout.

11. Additional provisions

11.1. In addition, in accordance with 1. Scope of application section 1.2., the current terms and conditions of the respective toll authorities apply to the registration of toll products.

11.2. You can view the terms and conditions of the respective countries using the following links:

Österreich

<https://shop.asfinag.at/de/infoseiten/allgemeine-nutzungsbedingungen/>

<https://shop.asfinag.at/en/info-pages/general-conditions-of-use/>

Slowenien

<https://evinjeta.dars.si/selfcare/api/document/download-general-terms-and-conditions?language=de>

<https://evinjeta.dars.si/selfcare/api/document/download-general-terms-and-conditions?language=en>

Tschechien

https://edalnice.cz/wp-content/uploads/DE_Zahlungsbedingungen.pdf

https://edalnice.cz/wp-content/uploads/EN_Payment_conditions.pdf

Ungarn

<https://nemzetiudij.hu/de/e-vignette-de/sonstige-informationen/allgemeine-geschäftsbedingungen>

<https://nemzetiudij.hu/en/e-toll/etoll-additional-information/etoll-general-terms-and-conditions>

Bulgarien

<https://web.bgtoll.bg/Content/tc/termsandconditions.html?languageCulture-Name=de-DE>

<https://web.bgtoll.bg/Content/tc/termsandconditions.html?languageCulture-Name=en-GB>

Rumänien

<https://www.roviniete.ro/de/info/termeni-si-conditii>

<https://www.roviniete.ro/en/info/termeni-si-conditii>

Slowakei

https://eznamka.sk/files/2023-09/V-35_V%C5%A1eobecn%C3%A9_obchodn%C3%A9_podmienky_eDZ_v6.0_en.pdf

Schweiz

<https://www.bazg.admin.ch/bazg/de/home/dokumentation/richtlinien/r-15-strassenverkehrsabgaben.html.html>

12. Final provisions

- 12.1. The contract language is German. The contract text is stored by TollScout and is transmitted to the customer along with the order confirmation via email.
- 12.2. The law of the Federal Republic of Germany applies. This does not affect mandatory consumer protection regulations of the country in which the customer has their residence or habitual residence.
- 12.3. The EU Commission provides a platform for online dispute resolution for online service contracts at <http://ec.europa.eu/consumers/odr>. TollScout is not obligated and not willing to participate in out-of-court dispute resolution before a consumer arbitration board.
- 12.4. The place of jurisdiction is the registered office of TollScout, provided that the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law, or a special fund under public law.