

TERMS & CONDITIONS

BROBIZZ® PRIVATE

Introduction

Definitions of key terms are set out in Appendix I to the Agreement.

I. The Agreement

1.1 The parties to the Agreement and subject matter
These conditions apply between BroBizz A/S and the Customer and relate to the Customer's use of the BroBizz® transponder and Number Plate Recognition. The Customer may choose to use both the BroBizz® transponder and Number Plate Recognition as means of identification, or either one. As part of the Agreement, BroBizz A/S enters into agreements with Operators about discounts and other advantages when using the BroBizz® transponder and/or Number Plate Recognition with the Operator in question, see Section 1.8. In case of conflict between the Agreement and the parties' other contractual conditions, the other agreed conditions will take precedence.

1.2 Consumer agreement
The Agreement is not for commercial use. When used for commercial purposes, the agreement BroBizz® Business shall apply in the future.

1.3 Agreement period and notice
The Agreement will remain valid until terminated. The Customer may terminate this Agreement without giving notice while BroBizz A/S may terminate the Agreement by giving two (2) months' notice. However, BroBizz A/S reserves the right to terminate the Agreement without giving notice if the Customer has not used the BroBizz® transponder or Number Plate Recognition for more than three (3) consecutive years. In case the Agreement terminates because of inactivity, the BroBizz® transponder and the possibility of using Number Plate Recognition will be blocked immediately.

The Customer will receive a letter requesting the BroBizz® transponder to be returned. When the request has been met, any deposit paid will be refunded to the account stated by the Customer. In case of a lack of return within sixty (60) days after forwarding the request, BroBizz A/S reserves the right to revoke the Customer's deposit. In case the Customer has not paid a deposit, the Customer will be charged DKK 200 if the BroBizz® transponder is not returned undamaged within sixty (60) days after BroBizz A/S has confirmed termination of the Agreement.

1.4 Assignability
The Customer cannot assign the Agreement to a third party. BroBizz A/S is entitled to assign its rights and obligations under the Agreement without the Customer's consent.

1.5 Information provided when concluding the Agreement
In addition to the Customer's contact information, etc., BroBizz A/S reserves the right to require particular information, including information about the vehicle's registration number, weight, environmental class, etc., depending on the Operator with which the vehicle is to be used.

1.6 Duty of disclosure in case of incorrect amounts collected
The Customer must always check that the correct price for the passage/service has been charged and that it corresponds to the Operator's prices for the Customer's vehicle's weight and size, etc. If an incorrect charge has been made, the Customer is obligated to inform BroBizz A/S of this so that payment/reimbursement in accordance with the correct price for the vehicle in question can be made.

1.7 Changes to the Customer's information
The Customer is responsible for ensuring that all information provided is correct and updated. The information registered can be found at the BroBizz A/S self-service page, "My Account", at www.brobizz.com, or in the BroBizz App, where the Customer also can update the contact information, see also Section 11.3. It is the Customer's responsibility to notify changes to the registered payment card as well as the vehicle's registration number and other information as may be required by the Customer under Section 1.5. If the Customer has registered a vehicle's registration number to a BroBizz® transponder or has chosen Number Plate Recognition, the Customer is obligated to delete this information via BroBizz A/S' self-service page if the Customer no longer has the vehicle at disposal, see also Section 3.2.

1.8 Discount agreements
BroBizz A/S may enter into discount agreements with Operators who provide the Customer discounts and other advantages using the BroBizz® transponder and/or Number Plate Recognition when passing the Operator in question. When BroBizz A/S has entered into a new discount agreement with an Operator, BroBizz A/S will inform the Customer about the discounts and advantages, the Customer

can obtain with the Operator using the BroBizz® transponder and/or Number Plate Recognition. The Customer will only receive electronic marketing from the Operator with which BroBizz A/S has entered into a discount agreement, if the Customer has agreed on this. The Customer can always find information about discount agreements on www.brobizz.com or in the BroBizz app.

1.9 Agreements between Customer and Operator
If the Customer - without BroBizz A/S' knowledge - has entered into a discount agreement directly with an Operator, the Operator shall include the discount in the amount, which the operator will charge the Customer via BroBizz A/S. In the relation between the Customer and BroBizz A/S, it is not an incorrect charge if BroBizz A/S has charged the standard price, which is stated for passage, etc. for the vehicle in question excluding discounts or other special price agreements. The price difference in these cases is irrelevant to BroBizz A/S and is solely a matter between the Operator offering the discount agreement and the Customer, see also Sections 4.4 and 11.2.

2. Special conditions for the BroBizz® transponder

2.1 Supply of the BroBizz® transponder
When the Customer has chosen a BroBizz® transponder as a means of identification when the Agreement is concluded, a BroBizz® transponder is supplied to the Customer upon payment of a deposit of DKK 200 unless otherwise specifically agreed with the Customer, e.g. in connection with special promotions. The deposit for the supply of the BroBizz® transponder is collected via the payment card registered by the Customer. If the BroBizz® transponder is returned undamaged at the termination of this Agreement, the deposit is refunded without interests. If the Customer considers that a supplied BroBizz® transponder is no longer to be used, the Customer must return it to BroBizz A/S. The BroBizz® transponder remains the property of BroBizz A/S at all times. Other transponders that may be provided to the Customer are supplied on special terms.

2.2 Installation of the BroBizz® transponder
The Customer is obligated to place the BroBizz® transponder in the windscreen according to the installation instructions.

2.3 Multiple transponders in the vehicle
The Customer should not carry more than one transponder in the vehicle when passing through the Payment Facilities. If there are multiple transponders, there is a risk that the Operator will register the vehicle's passage on several transponders, including on the BroBizz® transponder. Such charge is not deemed unjustified and thus is the Customer's own responsibility.

2.4 Loss of the BroBizz® transponder
If the BroBizz® transponder is lost, e.g. in the event of theft from the vehicle or the premises where the BroBizz® transponder is stored, or the Customer is otherwise aware of misappropriation or unauthorised use of the BroBizz® transponder or the Agreement, the Customer must inform BroBizz A/S as soon as possible by telephone on +45 70 20 70 49 or at www.brobizz.com. BroBizz A/S will then block the BroBizz® transponder ensuring that it cannot be used.

3. Special conditions for Number Plate Recognition

3.1 Terms and conditions for choice of Number Plate Recognition
In order to be able to choose Number Plate Recognition as a means of identification, the Customer must possess a vehicle approved for Number Plate Recognition and a local agreement with the Operator(s) using Number Plate Recognition. At www.brobizz.com, the Customer may find, at any time, a list of vehicles approved for Number Plate Recognition. Transfer of the Agreement to another vehicle may only take place when the vehicle in question has been approved for Number Plate Recognition.

3.2 Obligations of the Customer
The Customer is obliged to ensure that the information concerning the number plate of the vehicle is updated at any time, including upon sale of the vehicle. Update of the number plate information can be made at the self-service page of BroBizz A/S at www.brobizz.com or in the BroBizz App. BroBizz A/S is entitled to collect a charge if the Customer sells the registered vehicle with number plate without updating the information at the self-service page of BroBizz A/S at www.brobizz.com at the latest 14 days upon transfer of the vehicle.

In addition to the above, the Customer is, at any time, obliged to ensure that the number plate(s) of the vehicle is/are readable.

4. Use of the BroBizz® transponder and Number Plate Recognition

- 4.1 The BroBizz® transponder as a means of identification
The Customer may use the BroBizz® transponder from BroBizz A/S as a means of identification with an Operator, with which BroBizz A/S has an affiliation agreement, including BroBizz A/S' business partners at EasyGo and - by special agreement - EasyGo+. Some Operators require that the Customer only uses the BroBizz® transponder in the vehicle, for which the BroBizz® transponder was registered at BroBizz A/S, see Section 1.5.
- 4.2 Number Plate Recognition as a means of identification
The Customer may use Number Plate Recognition as a means of identification with Operators with which BroBizz A/S has an agreement concerning Number Plate Recognition and with which the Customer has a local agreement, if this is required by the Operator. At www.brobizz.com the Customer may, at any time, find a list of Operators with which BroBizz A/S has an agreement concerning Number Plate Recognition.
- 4.3 The Customer's choice of means of identification
The Operators offering use of both the BroBizz® transponder and Number Plate Recognition at the Customer's passage/service will inform the Customer by posting of signs at the Payment Facilities where to inquire in order to be able to pay with the BroBizz® responder and Number Plate Recognition, respectively, for the relevant passage/service.
- 4.4 Rules for the use of Payment Facilities
The use of Payment Facilities and other services will be subject to the terms and conditions that each Operator has set. At www.brobizz.com and www.easygo.com, the Customer may find, at any time, a list of Operators together with links to their websites. BroBizz A/S initiates payment only for the passage/service with the Operator and the Customer is therefore only entitled and obligated directly to the Operator in relation to the passage/service. Disputes regarding the Customer's passage/use are subject to the rules governing the passage/service of the Operator. BroBizz A/S is not liable for the passage/service, see however Section 8.1.
- 4.5 Multiple passages/services
When the BroBizz® transponder or Number Plate Recognition is used for multiple passages/services with one Operator within one month, payment for the relevant passages/services with the Operator can be collected as one amount via BroBizz A/S.

5. Liability

- 5.1 The Customer's liability for authorised use
The Customer is responsible for the authorised use of the BroBizz® transponder and Number Plate Recognition unless the amount collected is higher than the agreed amount or exceeds an amount, which the Customer reasonably might expect, see also Section 1.9 The Agreement is only for the personal use of the Customer and members of the Customer's household, see Section 1.4. If a member of the Customer's household, who is entrusted with the BroBizz® transponder or the Customer's vehicle, uses the Agreement, the use is then seen as authorised by the Customer.
- 5.2 The Customer's liability for unauthorised use
The Customer is responsible for others people's unauthorised use of the BroBizz® transponder or the Number Plate Recognition if the Customer has defrauded, deliberately has avoided using the BroBizz® transponder or Number Plate Recognition pursuant to the Agreement, or deliberately, and as soon as possible after becoming aware of it, has neglected to inform BroBizz A/S of the loss, theft, or other misappropriation or misuse of the BroBizz® transponder and/or the vehicle or the vehicle's number plate(s), see Section 2.4.
- BroBizz A/S is liable for unauthorised use of the BroBizz® transponder or the vehicle's number plate(s) besides the above-mentioned situations and for unauthorised use that occurs after BroBizz A/S' receipt of notice from the Customer.
- BroBizz A/S may require further details about the unauthorised use, such as copies of police reports etc.
- 5.3 Time allowed for complaints
If the Customer wishes to raise objections concerning a payment, this must be done as soon as possible after the payment appears from "My Account", from the Customer's online bank, or the Customer receives an account statement relating to the payment card used (whichever comes first). A complaint within sixty (60) days is timely. The Customer's failure to pay attention to a notified payment should not be of damage to BroBizz A/S besides the time limit to make objections on time.

6. Payment Terms

- 6.1 Payment for use
Payment for a passage/service with an Operator, where the BroBizz® transponder or Number Plate Recognition is used as a means of identification, is done through BroBizz A/S according to the applicable prices of the relevant Operator. If BroBizz A/S has entered into a discount agreement with the Operator in question, it will be the price pursuant to the discount agreement that applies. Payment for passage/service is made via the payment card registered by the Customer immediately after the BroBizz® transponder or Number Plate Recognition has been used. BroBizz A/S will subsequently issue an invoice specification to the Customer. The specification appears from "My Account" under "Payments". The specification can be sent by email upon enquiry to kundeservice@brobizz.com, or by unregistered mail. Fees for sending invoice specification by email or unregistered mail can be found in the list of fees.
- 6.2 Currency conversion
In cases where Operator payment is collected in currencies other than the currency set for the Agreement, the price of the passage/service with the relevant Operator is converted from that currency to the agreed currency using the official exchange rate at the end of the previous month plus 1%.
- 6.3 The Customer's agreement with the Operator
If the Customer has entered into an agreement directly with an Operator, the Customer can however be invoiced/charged directly with regard to passages/services made pursuant to such an agreement – provided this has been agreed with the relevant Operator. BroBizz A/S has no control over and therefore no responsibility for direct charges from an Operator.

7. Fees

BroBizz A/S charges fees for a number of services in connection with the Agreement pursuant to the list of fees.

8. Breach of contract

- 8.1 Termination of the Agreement
In the event of material breach of the Agreement, BroBizz A/S may cancel the Agreement with immediate effect. The BroBizz® transponder and the Agreement will then immediately be blocked.
- 8.2 Circumstances considered as material breach
The following circumstances will be considered as material breach:
- The Customer's failure to pay on time.
 - The Customer's failure to report information as mentioned in Sections 1.5-1.7.

9. Liability

- 9.1 BroBizz A/S' liability to pay damages
BroBizz A/S' will be liable to the Customer in accordance with the general rules of Danish law. BroBizz A/S assumes no further liability.

10. Using and exchanging information about the Customer

- 10.1 Processing information from the Customer
When concluding the Agreement, the Customer must provide information about name, address, telephone number, email address, payment card information and, if required, the vehicle's registration number and other information for administrative purposes, see Section 1.5. Contact information may also be used by BroBizz A/S for informational purposes of the Customer and for preparing general analyses of usage patterns, customer segmentation mapping, etc. with regard to support the operations and marketing of BroBizz A/S and BroBizz A/S' business partners. If the Customer has given consent, BroBizz A/S will send electronic newsletters and promotions to the Customer by email.
- 10.2 Processing information from Operators
BroBizz A/S receives information from Operators on the use of BroBizz®, Number Plate Recognition and Requisitions, including the BroBizz® number, time and location of the passage/service. Depending on the Operator, BroBizz A/S may also receive the vehicle's registration number. The information is used for completing the payment and within existing legislation for preparing general analyses of usage patterns, customer segmentation mapping, etc. with regard to support the operations and marketing of BroBizz A/S and BroBizz A/S' busi-

ness partners. When there are objections, etc. from the Customer in accordance with Section 10.1, BroBizz A/S may collect further documentation, including picture documentation. Moreover, the information is used when forwarding service notifications via text messages, see Section 11.3.

10.3 Disclosure of Customer information

Information of the Customer's contract with the BroBizz A/S can be disclosed to Operators for the purpose of validation, enforcement or update of information, among other things. By accepting the Agreement, the Customer consents to exchange of information.

10.4 Exchange of information

If the Customer has concluded a direct agreement with an Operator in accordance with Section 1.8, BroBizz A/S can exchange information with the Operator, including name, address, telephone number, email address and possibly vehicle registration number, in order to update the information about the Customer. By accepting the Agreement, the Customer consents to exchange of information.

10.5 Blocked

If the chosen means of identification or the Agreement has been blocked, BroBizz A/S sends the BroBizz® transponder identification number and/or the vehicle's registration number, etc. to the Operators to prevent the BroBizz® transponder and/or the Number Plate Recognition from being used after being blocked.

10.6 Customer's rights according to the Danish Data Protection Act

According to the Danish Data Protection Act, the Customer has a right of access to the registered information, among other things, and may at any time object to the processing of the Customer's information. BroBizz A/S' contact information can be found at the end of this Agreement. Moreover, the Customer may withdraw consent under Sections 10.3 and 10.4. If the Customer withdraws consent, this will be regarded as a termination of the Agreement.

11. Enquiries regarding the Agreement and communication with the Customer

11.1 Questions and objections raised in relation to the use of the BroBizz® transponder and Number Plate Recognition, etc.

The Customer can always contact BroBizz A/S with questions about the Agreement, discount agreements, the use of the BroBizz® transponder, Number Plate Recognition and payment collections by Operators. BroBizz A/S will as far as possible assist the Customer with answering questions and complaints.

11.2 Objections and complaints, etc.

BroBizz A/S handles the Customer's objections, complaints, etc. relating to the use of the BroBizz® transponder, the Number Plate Recognition or the Agreement. The Customer's objections, complaints, etc. about the passage/service with an Operator, including incorrect price charged, see Section 1.8, are solely a matter between the Customer and the relevant Operator. The Customer's objections, complaints, etc. concerning the actual passage/service are processed and therefore finally determined by the relevant Operator.

In case a mutual solution cannot be found, the Customer can complain to the Danish Competition and Consumer Authority (Center for Klagekløsnings), Nævnens Hus, Toldboden 2, 8800 Viborg, Denmark, if the conditions for it have been met. You may complain to the Danish Competition and Consumer Authority via www.forbrug.dk. When filing the complaint, the Customer must state our email address kundeservice@brobizz.com.

You may also use the European Commission's online portal when filing a complaint. This is particularly relevant for Customers residing in another EU country. You may file your complaint here - <http://ec.europa.eu/odr>. The Customer must state our email address kundeservice@brobizz.com when filing the complaint.

11.3 Communication with the Customer

BroBizz A/S may exchange information with the Customer via the BroBizz app and BroBizz A/S' self-service page "Min konto" at www.brobizz.com. BroBizz A/S reserves the right to have access to sending service notifications to the Customer via text messages to inform the Customer of relevant local circumstances or when traffic conditions, safety considerations or other specific circumstances according to BroBizz A/S' assessment makes the notification necessary. When the Customer accepts these terms, the Customer gives consent to that BroBizz A/S can send service notifications about the circumstances and conditions mentioned above based on location data. The access to sending text messages will only be used for marketing purposes if the Customer has given consent for this purpose.

11.4 Using the BroBizz® transponder and the Number Plate Recognition

An overview of the Customer's use of the BroBizz® transponder, the Number

Plate Recognition and/or the Requisitions can be found at BroBizz A/S' self-service page under "My Account".

12.5 Changes to terms and conditions, etc.

12.1 Notice of changes

BroBizz A/S may change the Agreement, including the fees giving one (1) month's notice. Notification of new terms and other notifications to the Customer can be sent by regular mail, email and text message or be notified under "My Account". Changes that are not to the Customer's disadvantage can be published without giving notice on BroBizz A/S' website.

The introduction of new fees and changes in fees may occur in order to meet inflation as of 1 January 2018 (index 100), to cover external costs in connection with the product covered by the fee (e.g. changed postal expenses) changes to taxes and duties, upon changes to the service covered by the fee, and upon amended legislation, adjustment or practice.

13. Legal jurisdiction and applicable law

13.1 The Agreement

The Agreement between the Customer and BroBizz A/S is subject to Danish law.

13.2 Passage/service

Disputes concerning passages/services with an Operator are subject to the rules agreed between the Customer and the Operator or the rules that otherwise are applicable for the passage/service concerned.

Enquiries to BroBizz A/S can be made by telephone on +45 70 20 70 49 or by writing to BroBizz A/S, Vester Søgade 10, 1601 Copenhagen V or at kundeservice@brobizz.com. In addition, reference can be made to www.brobizz.com for further details.

Appendix I: Definitions of key terms

The "Agreement" is this BroBizz® Private agreement.

The "BroBizz® number" is the BroBizz® transponder's unique serial number.

The "BroBizz® transponder" is a DSRC transponder that communicates with the Operator and registers the Customer's passage, etc.

The "Customer" is BroBizz A/S' contracting party under the Agreement.

The "Number Plate Recognition" is the name of the automatic number plate recognition taking place when passing a Payment Facility whereby the Operator can identify the vehicle and register the Customer's passage, etc.

The "Operator" is a provider of Payment Facilities, car parks or other places where the BroBizz® transponder and/or the Number Plate Recognition can be used as a means of identification.

"Payment Facilities" represent bridges, toll roads, car parks and other services that require payment for passage or use of a service.