

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 Bizz transponder and Number Plate Payment. The Customer may choose to use both Products 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 Products with the Operator in question, see Section 1.7. 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, and the present Agreement is terminated immediately.

1.3 Agreement period and notice
Unless otherwise agreed, 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. The Customer may demand that a Product be Closed/Blocked separately without the Agreement terminating in its entirety. When the term of notice expires, the Agreement is Terminated and/or the Product will be Closed.

If an Agreement is terminated where the Customer has chosen a Bizz transponder as means of identification, or if the Customer has requested that the Bizz transponder be Closed, and if the Agreement was concluded prior to 01.02.2021, the Customer will be requested to return the Bizz transponder undamaged when the Agreement is Terminated or the Bizz transponder is Closed, see Section 2.6. 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 Bizz transponder is not returned undamaged within sixty (60) days after Brobizz A/S has confirmed Termination of the Agreement.

If the Agreement was concluded after 01.02.2021, and the Customer has chosen a Bizz transponder as means of identification, the Customer is not under any obligation to return the Bizz transponder upon Termination of the Agreement.

Brobizz A/S reserves the right to terminate the Agreement at its own discretion, or to Close the Products associated with the Agreement, without giving notice, if the Customer has not used the Product(s) associated with the Agreement for more than three (3) consecutive years' "inactivity". In case the Agreement is Terminated or the Products are Closed due to inactivity, the Bizz transponder and the possibility of using Number Plate Payment will be closed.

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 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 corresponding to the Operator's prices for the 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.

1.6 Changes and updates to the Customer's information
The Customer is responsible for ensuring that all information provided by the Customer (including email address) 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 can also update the contact information, see also Section 11.3. Similarly, it is the Customer's responsibility to update any changes to the registered payment card and to update payment card information; for instance if a payment card associated with a Product has expired, information about the vehicle's registration number, and other information as may be required from the Customer for Brobizz A/S' administration and maintenance of the Agreement under Section 10. If the Customer has provided incorrect or wrong information or has failed to update information, Brobizz A/S may Block the Product associated with the Agreement,

and Brobizz A/S is also entitled to terminate the Agreement, see Section 8 in this regard.

If the Customer has registered a vehicle's registration number to a one or both Products, 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.

1.7 Discount agreements
Brobizz A/S may enter into discount agreements with Operators who provide the Customer discounts and other advantages using the Product or both Products 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 when using a Product. 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 to this. The Customer can always find information about discount agreements on www.brobizz.com or in the Brobizz App.

1.8 Agreements between Customer and Operator "Local Agreement"
If the Customer has entered into a Local Agreement with an Operator, the Operator shall include any discount agreed in the Local Agreement in question between the Customer and the Operator, and the Customer will then be charged the amount with the discount deducted 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 stated for passage, etc., for the vehicle in question excluding Local Agreements 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 Local Agreement and the Customer, see also Sections 4.4 and 11.2.

2. Special conditions for the Bizz transponder

2.1 Supply of the Bizz transponder
If the Customer has chosen a Bizz transponder as means of identification when the Agreement is concluded, a Bizz transponder is supplied to the Customer upon payment of DKK 200. The Bizz transponder then belongs to the Customer. If the Agreement is concluded prior to 01.02.2021, the Bizz transponder has been 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. In such cases, the Bizz transponder belongs to Brobizz A/S and it shall be returned to Brobizz A/S upon Termination of the Agreement, see Section 1.3, or if the Bizz transponder is Closed. Payment in connection with the supply of the Bizz transponder is collected via the payment card registered by the Customer for this purpose.

2.2 Installation of the Bizz transponder
The Customer is obligated to place the Bizz 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. Such charge is not deemed unjustified and is thus the Customer's own responsibility.

2.4 Loss of the Bizz transponder
If the Bizz transponder is lost, e.g. in the event of theft from the vehicle or the premises where the Bizz transponder is stored, or the Customer is otherwise aware of misappropriation or unauthorised use of the Bizz 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 Bizz transponder ensuring that it cannot be used and will subsequently Close the Bizz transponder.

2.5 Warranty
Brobizz A/S guarantees that the Bizz transponder will be operational for three (3) years as of the conclusion of the Agreement or when the Customer orders a new Bizz transponder, see Section 2.6. However, the warranty shall not apply if the Bizz transponder does not work due to the Customer's handling of it, the Bizz transponder being damaged, or other circumstances shown to be the Customer's fault due to negligence.

2.6 Ordering a new Bizz transponder
The Customer may order a new Bizz transponder through "My Account" at www.brobizz.com or in the Brobizz App upon payment of DKK 200. In this way, the Customer may also register more Bizz transponders with the Agreement. If the Agreement is concluded prior to 01.02.2021, and the Customer has paid

a deposit of DKK 200 for the current Bizz transponder, payment for the new Bizz transponder will be made by converting said deposit, if the Customer has returned the current Bizz transponder in undamaged condition.

Brobizz A/S may request that the Customer order a new Bizz transponder to replace the Bizz transponder associated with the Agreement and to Block it, if necessary for one of the following reasons:

- The battery in the Bizz transponder will soon be run-down;
- New regulatory requirements make it necessary;
- New requirements from the Operator or other business partners make it necessary;
- Other reasons beyond the control of Brobizz A/S make it necessary.

Brobizz A/S will alert the Customer hereof via email and/or text message no less than two (2) months before the Bizz transponder is Blocked. At the same time, the Customer will receive instructions on how to order a new Bizz transponder, see above. If the Agreement is concluded prior to 01.02.2021, the Customer will also be requested to return the Bizz transponder to Brobizz A/S undamaged, see Section 1.3.

If a Bizz transponder is Blocked before the warranty expires, see Section 2.5, due to one of reasons listed above, the Customer may order a new Bizz transponder free of charge.

Notwithstanding Section 2.6, the Customer is always entitled to terminate the Agreement or to request that the Products be Closed according to Section 1.3.

3. Special conditions for Number Plate Payment

3.1 Terms and conditions for choice of Number Plate Payment

In order to be able to choose Number Plate Payment as means of identification, the Customer must possess a vehicle approved for Number Plate Payment and have a Local Agreement with the Operator(s) for which the Number Plate Payment will be used. At www.brobizz.com, the Customer may find, at any time, a list of vehicles approved for Number Plate Payment. New vehicles may only be registered with the Agreement, if this vehicle/these vehicles have been approved for Number Plate Payment.

3.2 Obligations of the Customer

The Customer is obliged to ensure that the information concerning the number plate of the vehicle associated with an Agreement is updated at any time, including upon sale of the vehicle. Updates to 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. If the Customer no longer has the vehicle at disposal, is not the registered user of the vehicle, or no longer owns the vehicle, Brobizz A/S reserves the right to Close the Customer's Number Plate Payment without giving notice.

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

4. Use of the Bizz transponder and Number Plate Payment

4.1 The Bizz transponder as means of identification

The Customer may use the Bizz transponder as means of identification. If the Customer has registered the vehicle's registration number with the Bizz transponder, the registration number may be used as secondary means of identification for the Customer when making passage with an Operator, if the Customer did not bring the Bizz transponder for the passage, or if the Operator cannot read the Bizz transponder correctly. The Operator will then be able to send the charge for the passage to Brobizz A/S based on the registration number as read, and Brobizz A/S will be entitled to charge the Customer for the passage. If the Customer no longer has the vehicle at disposal, is not the registered user of the vehicle, or no longer owns the vehicle, Brobizz A/S reserves the right to not use the vehicle's registration number as secondary means of identification.

4.2 Number Plate Payment as means of identification

The Customer may use Number Plate Payment as means of identification with an Operator with which Brobizz A/S has an agreement regarding Number Plate Payment, and with which the Customer has a Local Agreement, if so required by the Operator. At www.brobizz.com, the Customer may find, at any time, a list of Operators with which Brobizz A/S has an agreement regarding Number Plate Payment.

4.3 The Customer's choice of means of identification

The Operators offering use of both Products for the Customer's passage/service will inform the Customer by the posting of signs at the Payment Facilities of where/how to inquire in order to be able to pay with the Bizz responder and Number Plate Payment, 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 only initiates payment 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, however, see Section 9.1.

4.5 Multiple passages/services

When using the Products 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 Products unless the amount collected is higher than the agreed amount or exceeds an amount which the Customer reasonably might expect, see also Section 1.8. 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 Bizz transponder or the Customer's vehicle associated with Number Plate Payment, 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 Products, if the Customer has defrauded, deliberately has avoided using the Products 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 of the Bizz transponder and/or the vehicle, or other misappropriation or misuse of the Products, see Section 2.4.

Brobizz A/S is liable for unauthorised use of the Products 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 to the detriment of Brobizz A/S besides the time limit to make objections in time.

6. Payment terms

6.1 Payment for use

Payment for a passage/service with an Operator, where the Products are used as means of identification, etc., 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 use of a Product. 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 an 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 a Local Agreement with an Operator, without involving Brobizz A/S, the Customer can be invoiced/charged directly by the Operator 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 found at www.brobizz.com.

8. Breach of contract and other rights/obligations

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 associated Products will then be Closed immediately, just as the Agreement is Terminated without notice.

8.2 Circumstances considered as material breach

The following circumstances will be considered as material breach of the Agreement:

- The Customer's failure to pay on time.
- The Customer's failure to report or update information as mentioned in Sections 1.5-1-6..

9. Liability

9.1 Brobizz A/S' liability

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.

If the Agreement is concluded after 01.02.2021 and the Customer has chosen the Bizz transponder as means of identification, the Danish Sale of Goods Act, including the provision on defective products, applies to the purchase of the Bizz transponder; however, see Section 2.5.

9.2 The Customer's liability

The Customer is responsible for taking good care of the Bizz transponder. If the Customer wants a new transponder because the Customer's Bizz transponder is damaged or lost, the Customer will be charged DKK 200 for the new Bizz transponder, see Section 2.7.

10. Using and exchanging information about the Customer

10.1 Processing personal data from the Customer

The processing of the Customer's personal data, including contact and payment information, and in some cases the registration number, environmental class and weight of a vehicle, is necessary for Brobizz A/S' administration and maintenance of the Agreement. The Customer may have provided this information or it has been collected from other sources.

Brobizz A/S' privacy policy contains details about Brobizz A/S' processing of the personal data of the Customer, including the type and category of personal data processed by Brobizz A/S, as well as the purpose and legal basis. The Customer may find additional information on Customer rights in the current legislation on personal data.

11. Enquiries regarding the Agreement and communication with the Customer

11.1 Questions and objections raised in relation to the use of the Products, etc. The Customer can always contact Brobizz A/S with questions about the Agreement, discount agreements, Local Agreements, the use of the Bizz transponder, Number Plate Payment and payment collections by Operators. As far as possible, Brobizz A/S will assist the Customer with answering questions and complaints.

11.2 Objection and complaints, etc.

Brobizz A/S handles the Customer's objections, complaints, etc., relating to

the use of the Products or the Agreement. The Customer's objections, complaints, etc., about the passage/service with an Operator, including an 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 Klagekløsnng), 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 "My Account" at www.brobizz.com. Brobizz A/S reserves the right to have access to sending service notifications to the Customer via email or 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 make the notification necessary. The access to sending text messages will only be used for marketing purposes if the Customer has given consent for this purpose.

If, contrary to expectations, it is necessary to send a reminder/start debt collection proceedings due to a Customer's lack of payment, Brobizz A/S reserves the right to communicate with the Customer via text messages or email, including for sending reminders, debt collection notices, etc.

11.4 Using the Bizz transponder and Number Plate Payment

An overview of the Customer's use of the Products can be found at Brobizz A/S' self-service page under "My Account" and/or the Brobizz App.

12. 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, changes in fees and changes to the Agreement may occur in order to meet inflation as of 1 January 2021 (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 product, and upon amended legislation, adjustments or practices.

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 apply to 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 is made to www.brobizz.com for further details.

Appendix I: Definition of key terms

These BroBizz® Private Terms & Conditions constitute "the Agreement".

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

The "Bizz transponder" is a DSRC transponder that communicates with the Operator and registers the Customer's passage, etc. A registration number may be registered with the Bizz transponder. In other contexts, this is also referred to as the BroBizz transponder.

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

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

"Blocked" and "Block the Product" mean that it is no longer an option to use a Product as means of identification under the Agreement. In general, the Block is temporary, but it may also lead to the Product being Closed.

A "Local Agreement" is an agreement entered into directly between the Customer and an Operation without involving Brobizz A/S.

"Termination" or "Termination of the Agreement" - the Agreement expires due to termination.

"Closed" or "the Products are Closed" means that it is no longer possible to use a Product as means of identification under the Agreement, and the Product cannot be opened again.

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

"Product" is a Bizz transponder or Number Plate Payment.