

18 March 2024

**Brobizz A/S**

# **Brobizz® Business Terms and Conditions**

These terms and conditions apply from 18 March 2024

## Introduction

Definitions of key terms are set out in Appendix 1 of the Agreement.

## **1. Agreement**

### **1.1 Parties to the Agreement and subject matter**

These terms and conditions apply to the Agreement between Brobizz A/S and the Customer regarding the Customer's use of the Bizz Transponder, Number Plate Payment, eTicket and the use of Requisitions.

This agreement may only be entered into by companies and self-employed persons. The customer may choose to use any one or any combination of the Bizz Transponder, Number Plate Payment, eTicket or Requisitions as means of identification. As part of the Agreement, Brobizz A/S enters into agreements with Operators about discounts and other benefits when using the Bizz Transponder, Number Plate Payment and/or eTicket with the relevant Operator, cf. Section 1.8. In the event of a conflict between the Agreement and the parties' other contractual conditions, the other contractual conditions take precedence.

### **1.2 Agreement period and notice**

The Agreement will remain valid until terminated, which either party may do upon 14 days 'notice.

### **1.3 Credit assessment**

Prior to entering into an Agreement for payment by invoice, cf. Section 6.3, Brobizz A/S may carry out a credit assessment of the Customer. Brobizz A/S may also at any time seek information on the Customer's financial situation. Brobizz A/S reserves the right to demand security from the Customer upon entering into the Agreement and thereafter.

### **1.4 Assignability**

The Agreement cannot be assigned to a third party by the Customer. BroBizz A/S is entitled to assign its rights and obligations under the Agreement without the consent of the Customer.

### **1.5 Disclosure requirements when entering the Agreement**

When entering the Agreement, the Customer is required to provide the vehicle's registration number. In addition to contact information, etc, Brobizz A/S reserves the right to require additional information about the vehicle, including information about the vehicle's weight, environmental class, etc., depending on the Operator where the vehicle is to be used.

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### **1.6 Disclosure requirements in cases of incorrect charges**

The Customer must always check that the Customer pays the correct price for the passage/service corresponding to the Operator rates for the Customer vehicle weight and size, etc. In case of discrepancies, the Customer is obliged to inform BroBizz A/S, according to the operator's applicable terms and conditions, so that payment/reimbursement can be made in accordance with the correct price for the vehicle in question.

### **1.7 Changes to Customer information**

The Customer is responsible for ensuring that all information provided (incl. email address) is correct and up to date. The registered information can be found at the BroBizz A/S self-service page, located at [www.brobizz.dk](http://www.brobizz.dk) where the Customer may also update his/her information, see also Section 11.3. It is the responsibility of the Customer to provide notification of changes to the associated payment card, as well as the vehicle registration number and other information as may be required from the Customer under Section 1.5. If the Customer has registered a vehicle's registration number to a Bizz Transponder or has chosen Number Plate Payment, the Customer is required to delete this information via the BroBizz A/S self-service page if the vehicle is no longer at the Customer's disposal, see also Section 3.3.

### **1.8 Discount agreements**

BroBizz A/S may enter into discount agreements with Operators providing discounts and other Customer benefits when using the Bizz Transponder, Number Plate Payment and/or eTicket when driving through the respective Operator's payment infrastructure. 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 benefits available to the Customer from the Operator using the Bizz transponder, Number Plate Payment and/or eTicket. The Customer will only receive electronic marketing from the Operator with whom BroBizz A/S has entered into a discount agreement if the Customer has agreed to this. Information about discount agreements is available to the Customer at all times at [www.brobizz.com](http://www.brobizz.com).

### **1.9 Agreements between Customer and Operator**

If the Customer, independently of BroBizz A/S, has entered into a discount agreement directly with an Operator, the Operator shall include the discount in the amount charged to the Customer through BroBizz A/S. As far as the Customer relationship with BroBizz A/S is concerned, the charge is not incorrect if the charge is recorded as the standard price stated for passages, etc. for the vehicle in question excluding discount 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 discount agreement and the Customer, see also Sections 4.4 and 11.2.

## **2. Special terms and conditions for the Bizz Transponder**

### **2.1 Supply of Bizz Transponder**

If the Customer chooses a Bizz Transponder as a means of identification when the Agreement is made, an agreed number of Bizz Transponders are provided to the Customer. The Bizz Transponders remain the property of BroBizz A/S at all times. Unless a Bizz Transponder is returned undamaged within 45 days, BroBizz A/S is entitled to compensation from the Customer. The compensation is DKK 200 incl. VAT per damaged Bizz Transponder. Other transponders that may be provided to the Customer are issued on special terms.

### **2.2 Bizz Transponder installation**

The Customer is obliged to mount the Bizz Transponder in the windscreen according to the installation instructions.

### 2.3 Multiple transponders in vehicle

The Customer should carry no more than one transponder in the vehicle when passing through Payment Infrastructure. With multiple transponders in a vehicle there is a risk that the Operator will register the vehicle's passage on several transponders, including the Bizz transponder. Resulting charges shall not be deemed unjustified and thus, are the Customer's own responsibility.

### 2.4 Loss of Bizz transponder

If a Bizz Transponder is lost, e.g. through theft from the vehicle or premises where the Bizz Transponder is stored, or the Customer otherwise becomes aware of unauthorised appropriation or unauthorised use of the Bizz Transponder, this must be reported **immediately** to Brobizz A/S by phone (+ 45) 70 80 80 81 or at [www.brobizz.com](http://www.brobizz.com). Brobizz A/S will then block the Bizz Transponder so it cannot be used. There may be a delay of up to 24 hours before the blocking takes effect with the Operators. Unless a Bizz Transponder is returned undamaged within 45 days, BroBizz A/S is entitled to compensation from the Customer. The compensation is DKK 200 incl. VAT per damaged Bizz Transponder

## 3. Special terms and conditions for Number Plate Payment and eTicket

### 3.1 Number Plate Payment special terms and conditions

In order to be able to choose Number Plate Payment as a means of identification, all the vehicles that the Customer wishes to link to the Agreement must be approved for Number Plate Payment. The customer must also have a local agreement with the Operator(s) where Number Plate Payment is to be used. At [www.brobizz.com](http://www.brobizz.com), the Customer, at any time, can find an overview of which vehicles are approved for Number Plate Payment. Transfer of the Agreement to a new vehicle can only be made if this vehicle is approved for Number Plate Payment.

### 3.2 eTicket special terms and conditions

In order to be able to choose eTicket as a means of identification, all vehicles that the Customer wishes to link to the Agreement must be approved for eTicket. At [www.brobizz.com](http://www.brobizz.com), the Customer can, at any time, find an overview of which vehicles are approved for eTicket. Choosing the eTicket option allows for one or two passages, wherever Number Plate Payment is available as a means of identification, with operators who are party to an affiliation agreement with Brobizz A/S. The eTicket will be used at the first and/or second Payment Point where the eTicket can be used. The customer must have agreed to payment by invoicing, cf. Section 6.3, and in order to use the eTicket as a means of identification, cannot use a payment card with Brobizz A/S. In cases of existing, unused eTicket or Number Plate Payment on the desired vehicle, the customer will not be able to create/purchase the eTicket for this vehicle. The customer is liable for all passages made using the eTicket, cf. Section 5.2.

### 3.3 Customer obligations

The customer is obliged to ensure that the vehicle's Number Plate information is updated at all times, including when selling the vehicle. Number plate information can be updated on the Brobizz A/S self-service page at [www.brobizz.com](http://www.brobizz.com). Brobizz A/S is entitled to charge a fee if the Customer sells a vehicle linked to the Number Plate Payment Agreement without updating the information on the Brobizz A/S self-service page at [www.brobizz.com](http://www.brobizz.com) no later than upon transfer of the vehicle.

In addition, the customer is obliged to ensure that the vehicle Number Plate is legible at all times.

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## **4. Using Bizz Transponder, Requisitions, Number Plate Payments and eTicket**

### **4.1 Bizz Transponder and Requisitions as means of identification**

The customer may use the Bizz Transponder and Requisitions as means of identification with the Operators with whom Brobizz A/S has an affiliation agreement, including Brobizz A/S EasyGo+ business partners and - by special agreement - EasyGo+. Some Operators require that the Customer only uses the Bizz Transponder and Requisitions in vehicles registered with Brobizz A/S, cf. Section 1.5.

### **4.2 Number Plate Payment and eTicket as a means of identification**

The Customer can use Number Plate payment and eTicket as means of identification with Operators with whom Brobizz A/S has a Number Plate Payment agreement and with whom the Customer has a local agreement if required by the Operator. An overview of Operators with whom Brobizz A/S has Number Plate Payment agreements is available for Customers at any time at [www.brobizz.com](http://www.brobizz.com).

### **4.3 The Customer's choice of means of identification**

Operators offering use of both Bizz Transponder and Number Plate Payment for the Customer's passage/service will inform the Customer by signage at the Payment Infrastructure about where the Customer is able to pay by Bizz Transponder and Number Plate Payment for the respective passage/service.

### **4.4 Rules for the use of Payment Facilities**

Use of Payment Facilities or other services is subject to the terms and conditions set by the individual Operator. Customers can find a list of the Operators with links to their websites at any time at [www.brobizz.com](http://www.brobizz.com) and [www.easygo.com](http://www.easygo.com). Brobizz A/S initiates payment only for the respective passage/service with the Operator, and with respect to the passage/service the Customer is therefore only entitled and obligated directly to the respective Operator. Disputes related to the Customer's passage through/use of the Operator's facilities are subject to the set of rules that apply to the passage/service in question. Brobizz A/S is not responsible for the passage/service, see however Section 9.1.

### **4.5 Multiple passages/services**

When the Bizz Transponder, Number Plate Payment, eTicket or Requisitions are used for multiple passages/services with one Operator within one month, payment for the relevant passages/services with this Operator can be collected as one amount via Brobizz A/S.

## **5. Liability**

### **5.1 Customers liability for use**

The Customer is responsible for all use under the Agreement, including passages/services registered with the Bizz Transponder, Number Plate Payment, eTicket and Requisitions, until the Agreement is terminated or the Customer requests Brobizz A/S to block or close the Bizz Transponder, Number Plate Payment and/or eTicket, however, subject to a 24-hour delay. However, see section 9.1. Brobizz A/S is liable for misuse of the Bizz Transponder, Number Plate Payment, eTicket and Requisitions from 24 hours after receipt of the Customer's notification.

## **5.2. Customers liability for use of eTicket**

The customer is liable for all passages made using the eTicket. If the Customer has ordered two passages via eTicket but makes three or more passages before Brobizz A/S has registered the relevant eTicket as completed, the Customer is liable for all three or more passages.

## **6. Payment terms**

### **6.1 Payment for use**

Payment for a passage/service with an Operator, where the Bizz transponder, number plate payment, eTicket and/or Requisitions are used as means of identification, etc., is made via Brobizz A/S according to the applicable rates of the respective Operator. If Brobizz A/S has entered into a discount agreement with the Operator in question, it will be the price set in the discount agreement that applies.

### **6.2 Payment by debit/credit card**

If the Customer has agreed to pay by payment card, payment for the passage/service is made immediately upon use of the Bizz Transponder, Number Plate Payment or Requisitions via the designated payment card. Brobizz A/S will subsequently issue a receipt to the customer. The receipt is posted on the Brobizz A/S self-service page under "Payments". The Customer has the option to receive an additional invoice/receipt file in CSV format, itemising the Customer's charges and receipt numbers for a specified period.

### **6.3 Payment by invoice**

If the Customer has agreed payment by invoice, this will be undertaken by Brobizz A/S on the agreed terms and at the agreed intervals. Brobizz A/S may charge a fee for payment by invoice, if the Customer in one (1) year has not used the Bizz Transponder, Number Plate Payment, eTicket or Requisitions above a certain amount. The customer will be sent an invoice file in CSV format, as a supplement to the customer's invoice. This shows the Customer's charges for a specified period.

### **6.4 Currency conversion**

The Customer is limited to being charged in one single currency per account under the Agreement, with DKK as the default currency. Charges settled with Brobizz A/S from an Operator in a currency other than the account's agreed currency will be converted to the account's agreed currency at the current exchange rate without surcharge. If the Customer has agreed a different currency (NOK, SEK, EUR) than DKK, a currency conversion is made from DKK to the agreed sales currency based on daily exchange rates, to which an additional 1% is charged as an administration fee.

### **6.5 The Customer's agreement with Operator**

A Customer who has entered into an agreement directly with an Operator can, however, be invoiced/charged directly by the Operator for passages/services made pursuant to such an agreement, provided this has been agreed with the Operator. Brobizz A/S has no control over, and therefore no responsibility for, direct charges from an Operator.

## **7. Fees**

In instances of late payment, a fee of DKK 100 is charged for the first reminder and DKK 100 for subsequent reminders. When using settlement keys, a reminder fee is charged per invoice per settlement key, as each settlement key is regarded as a sales account. With a currency other than DKK as the sales currency, the reminder fee is set in the selected sales currency; see brobizz.com for a list of fees. Payment is always first applied to accrued interest and fees before the principle is paid off. Interest levied on late payment is charged from the payment due date at the rate stipulated in the Overdue Interest Payments Act. Brobizz A/S also charges fees for a number of services related to the Agreement in accordance with 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 terminate the Agreement with immediate effect. In this case, the Agreement will be immediately blocked.

### **8.2 Factors constituting material breach**

The following factors, among others, shall be considered as material breach:

- The Customer's failure to pay in a timely manner.
- Failure to report information as referenced in Sections 1.5.-1.7.
- The Customer is put into administration or declared bankrupt.

## **9. Liability**

### **9.1 Brobizz A/S' compensation liability**

Brobizz A/S disclaims any liability for the use of the Bizz Transponder, Number Plate Payment and eTicket unless the issue is due to administrative errors at Brobizz A/S. With regard to a failed blocking after termination of the Agreement or after receipt of a request to block, see Sections 2.4 and 5.1.

## **10. Use and sharing of customer information**

### **10.1 Collecting Customer information**

When entering into the Agreement, the Customer must provide information for the administration of the Agreement, including company name, company registration (CVR number), contact person, any payment card and registration number, and other information, cf. Section 1.5. Contact information may be used by Brobizz A/S for information purposes for the Customer and to prepare general analyses of usage patterns, survey of customer segments, etc., in order to support the operation and marketing of Brobizz A/S and Brobizz A/S business partners.

If the Customer has given consent, Brobizz A/S may send electronic newsletters and promotions to the Customer by e-mail.

### **10.2 Consideration of information from Operator**

Brobizz A/S receives data from Operators on the use of the Bizz Transponder, Number Plate Payment, eTicket and Requisitions, including Brobizz number, location and time of each passage/service. Depending on the Operator, Brobizz A/S may also receive the vehicle's registration number.

The information is used to complete the payment, as well as, in accordance with applicable legislation, for the preparation of general analyses of usage patterns, survey of customer segments, etc. in order to support the operation and marketing of Brobizz A/S and Brobizz A/S business partners. In case of objections etc. from the Customer, cf. Section 11.1, Brobizz A/S can require additional documentation, including photographs. The information is also used for sending service notifications via SMS, cf. Section 11.3.

### **10.3 Disclosure of Customer Information**

Information about the Customer's Agreement with Brobizz A/S can be provided to Operators, i.a. for the purpose of validating, enforcing or updating information. By entering into the Agreement, the Customer **consents** to this exchange of information.

### **10.4 Exchange of information**

If the Customer has entered into a direct agreement with an Operator, cf. Section 1.8, Brobizz A/S can exchange information with the Operator, including name, address, telephone number, e-mail address and possibly vehicle registration number, in order to update the Customer information. By entering into the Agreement, the Customer **consents** to this exchange of information.

### **10.5 Blacklist**

If the chosen means of identification or the Agreement has been blocked, Brobizz A/S forwards the Bizz transponder's identification number and/or related vehicle registration number to the Operators to prevent the Bizz Transponder, Number Plate Payment and/or eTicket from being used for passage, etc., after being blocked.

### **10.6 Customer's rights according to the Processing of Personal Data Act**

Pursuant to the Processing of Personal Data Act, the customer has right of access to the registered information and may object to the processing of the Customer's information at any time. Brobizz A/S contact details can be found at the end of this Agreement. The Customer may also withdraw consent under Sections 10.3 and 10.4. If the Customer withdraws consent, this will be regarded as the Customer's termination of the Agreement pursuant to Section 1.3

## **11. Enquiries about the agreement and communication with customer**

### **11.1 Questions and objections raised over the use of Bizz transponder, Number plate payment and eTicket, etc.**

The Customer may contact Brobizz A/S at any time with questions about the Agreement, discount agreements, the use of the Bizz Transponder, Number Plate Payment, eTicket, Requisitions and charges from Operators. Brobizz A/S will, as far as possible, assist the Customer with answering questions and complaints.

### **11.2 Objections, appeals, etc.**

Brobizz A/S processes Customer objections, appeals, etc., relating to the use of the Bizz Transponder, Number Plate Payment, eTicket and the Agreement. Customer objections, appeals, etc. about the passage/service itself with an Operator, including incorrectly settled discounts etc., cf. Section 1.9, are solely a matter between the Customer and the relevant Operator. Customer objections, appeals, etc., regarding the passage/service itself are therefore processed and finally decided by the respective Operator.

#### **Brobizz A/S**

### 11.3 Communicating with the Customer

BroBizz A/S can exchange information with the Customer via the BroBizz A/S self-service page at [www.Brobizz.com](http://www.Brobizz.com), cf., however, sections 10.4-10.5. BroBizz A/S also reserves the right to send service notices to the Customer via SMS to inform the Customer of relevant local conditions, or when justified - in the judgment of BroBizz A/S - by the traffic situation, safety concerns or other special circumstances. When the Customer accepts these terms, the Customer consents to BroBizz A/S being able to send service messages about the above conditions based on location data.

The access to sending SMS will only be used for marketing purposes if the Customer has given consent for this purpose.

### 11.4 Use of Bizz Transponder, Number Plate Payment and eTicket

An overview of the Customer's use of the Bizz Transponder, Number Plate Payment, eTicket and/or Requisitions can be found at the BroBizz A/S self-service page under the "Usage" tab.

### 11.5 Changes to terms and conditions, etc.

BroBizz A/S may change this Agreement, including the fees, at 14 days' notice. Notification of new terms and other information to the Customer can be sent by ordinary mail, e-mail or SMS, possibly in combination with self-service.

### 11.6 Invoices

Invoices are sent to the e-mail address provided to BroBizz A/S by the Customer.

### 11.7 Deadline for complaints

If the Customer wishes to object to a charge, this must be done no later than 30 days from the Customer's receipt of the invoice. In other instances, the specified deadlines are calculated from the time when the information is made available via self-service.

## 12. Legal Jurisdiction and applicable law

### 12.1 The Agreement

The Agreement between the Customer and BroBizz A/S is subject to Danish law. Disputes are brought before the Copenhagen City Court.

### 12.2 Passage/services

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

Enquiries to Brobizz A/S can be made by telephone at (+45) 70 80 80 81 or in writing to Brobizz A/S, Vester Søgade 10, 1601 Copenhagen V, at [btb@brobizz.com](mailto:btb@brobizz.com) or at [truck@brobizz.com](mailto:truck@brobizz.com). In addition, reference is made to [www.brobizz.com](http://www.brobizz.com) for further information.

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## Appendix 1: Definitions of key terms

The "Agreement" is this BroBizz®-Business agreement.

"Payment infrastructure" is bridges, toll roads, car parks and other services where payment is required for passage or the use of a service.

The "Bizz transponder" is a DSRC transponder that can communicate with the Operator, register the Customer's passage, etc.

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

"eTicket" is the designation for one or two passages made with the automatic Number Plate Payment.

"Number Plate Payment" is the term for the automated recording of the Number Plate at the passage of Payment Facilities whereby the Operator can record the Customer's passage, etc.

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

"Blocking" and "Blocking of Product" is when the option of using a Product as means of identification under the Agreement is suspended. The blocking is basically temporary but can transition to a Termination.

"Local agreement" is an agreement between the Customer and Operator.

"Operator" is a provider of Payment Facilities or other places where the Bizz Transponder, Number Plate Payment, eTicket and/or Requisitions can be used as means of identification.

"Requisition" is a code, etc., ordered from an Operator, and giving access to the use of the Payment Infrastructure.