

TERMS & CONDITIONS

AUTOBIZZ® 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 AutoBizz® transponder.
As part of the Agreement, Brobizz A/S enters into agreements with Operators about discounts and other advantages when using the AutoBizz® transponder 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 AutoBizz® Business agreement 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 also demand that the AutoBizz® transponder be Closed/Blocked separately without the Agreement Terminating in its entirety. When the term of notice expires, the Agreement is Terminated and/or the AutoBizz® transponder will be Closed.

If an Agreement is terminated where the Customer has chosen the AutoBizz® transponder as means of identification, or if the Customer has requested that the AutoBizz® transponder be Closed, and the Agreement was concluded prior to 01.02.2021, the Customer will be requested to return the AutoBizz® transponder undamaged when the Agreement is Terminated or the AutoBizz® transponder is Closed, see Section 2.6. When the request has been met, any deposit paid will be refunded, without the addition of interest, 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 AutoBizz® transponder is not returned undamaged within sixty (60) days after Brobizz A/S sent the request for its return. If the Agreement was concluded after 01.02.2021, the Customer is under no obligation to return the AutoBizz® transponder upon Termination of the Agreement or Close of the AutoBizz® transponder.

Brobizz A/S reserves the right to terminate the Agreement at its own discretion or to Close the AutoBizz® transponder without giving notice, if the Customer has not used the AutoBizz® transponder(s) associated with the Agreement for more than three (3) consecutive years' "inactivity". In case the Agreement Terminates or the AutoBizz® transponder is Closed due to inactivity, the AutoBizz® transponder 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 an AutoBizz® transponder 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 9. If the Customer has provided incorrect or wrong information or has failed to update information, Brobizz A/S may Block the AutoBizz® transponder(s)

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 the AutoBizz® transponder, the Customer is obligated to delete this information via Brobizz A/S' self-service page or in the Brobizz App 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 AutoBizz® transponder or 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 the AutoBizz® transponder. 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 3.2 and 10.2.

2. Special conditions for the AutoBizz® transponder

2.1 Supply of the AutoBizz® transponder
If the Customer has chosen the AutoBizz® transponder as means of identification when the Agreement is concluded, the AutoBizz® transponder is supplied to the Customer against the payment of DKK 200. The AutoBizz® transponder then belongs to the Customer. If the Agreement is concluded prior to 01.02.2021, the AutoBizz® transponder has been supplied to the Customer upon payment of a deposit of DKK 200 in some cases, unless otherwise specifically agreed with the Customer.

In such cases, the AutoBizz® 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 AutoBizz® transponder is Closed. Payment in connection with the supply of the AutoBizz® transponder is collected via the payment card registered by the Customer for this purpose.

2.2 Installation of the AutoBizz® transponder
The Customer is obligated to place the AutoBizz® 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 AutoBizz® transponder and misuse of the Agreement
If the AutoBizz® transponder is lost, e.g. in the event of theft from the vehicle or the premises where the AutoBizz® transponder is stored, or the Customer is otherwise aware of misappropriation or unauthorised use of the AutoBizz® 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 AutoBizz® transponder ensuring that it cannot be used and will subsequently Close the AutoBizz® transponder.

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

2.6 Ordering a new AutoBizz® transponder

The Customer may order a new AutoBizz® 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 AutoBizz® 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 AutoBizz® transponder, payment for the new AutoBizz® transponder will be made by converting said deposit, if the Customer has returned the current AutoBizz® transponder in undamaged condition.

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

- The battery in the AutoBizz® 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 AutoBizz® transponder is Blocked. At the same time, the Customer will receive instructions on how to order a new AutoBizz® transponder, see above. If the Agreement is concluded prior to 01.02.2021, the Customer will also be requested to return the AutoBizz® transponder to Brobizz A/S undamaged, see Section 1.3.

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

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

3. Use of the AutoBizz® transponder

3.1 The AutoBizz® transponder as means of identification

The Customer may use the AutoBizz® transponder as means of identification. If the Customer has registered the vehicle's registration number with the AutoBizz® 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 AutoBizz® transponder for the passage, or if the Operator cannot read the AutoBizz® 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.

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

3.2 Rules for the use of Payment Facilities

The use of Payment Facilities or 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, however, see Section 8.1.

3.3 Multiple passages/services

When using the AutoBizz® transponder 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.

4. Liability

4.1 The Customer's liability for authorised use

The Customer is responsible for the authorised use of the AutoBizz® transponder 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 house-

hold, who is entrusted with the AutoBizz® transponder or the Customer's Vehicle, uses the Agreement, the use is then seen as authorised by the Customer.

4.2 The Customer's liability for unauthorised use

The Customer is responsible for others people's unauthorised use of the AutoBizz® transponder, if the Customer has defrauded, deliberately has avoided using the AutoBizz® transponder 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 AutoBizz® transponder and/or the vehicle, or other misappropriation or misuse of the AutoBizz® transponder, see Section 2.4.

Brobizz A/S is liable for unauthorised use of the AutoBizz® transponder 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.

4.3 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.

5. Payment terms

5.1 Payment for use

Payment for a passage/service with an Operator, where the AutoBizz® transponder is 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 AutoBizz® transponder. Brobizz A/S will subsequently issue an invoice specification to the Customer. The invoice specification appears from “My Account”. 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.

5.2 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%.

5.3 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 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.

6. 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.

7. Breach of contract and other rights/obligations

7.1 Termination of the Agreement

In the event of material breach of the Agreement, Brobizz A/S may cancel the Agreement with immediate effect. The AutoBizz® transponder will then be Closed immediately, just as the Agreement is Terminated without notice.

7.2 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.

8. Liability

8.1 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 AutoBizz® transponder as means of identification, the Danish Sale of Goods Act, including the provision on defective products, applies to the purchase of the AutoBizz® transponder; however, see Section 2.5.

8.2 The Customer's liability

The Customer is responsible for taking good care of the AutoBizz® transponder. If the Customer wants a new transponder because the Customer's AutoBizz® transponder is damaged or lost, the Customer will be charged DKK 200 for the new AutoBizz® transponder, see Section 2.6.

9. Using and exchanging information about the Customer

9.1 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.

10. Enquiries regarding the Agreement and communication with the Customer

10.1 Questions and objections raised in relation to the use of the AutoBizz® transponder, etc.

The Customer can always contact Brobizz A/S with questions about the Agreement, discount agreements, Local Agreements, the use of the AutoBizz® transponder and payment collections by Operators. As far as possible, Brobizz A/S will assist the Customer with answering questions and complaints.

10.2 Objection and complaints, etc.

Brobizz A/S handles the Customer's objections, complaints, etc., relating to the use of the AutoBizz® transponder 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), Nævnenes 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.

10.3 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 for instance 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 for instance via text messages or email, including for sending reminders, debt collection notices, etc.

10.4 Using the AutoBizz® transponder

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

11. Changes to terms and conditions, etc.

11.1 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 AutoBizz® transponder 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.

12. Legal jurisdiction and applicable law

12.1 The Agreement

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

12.2 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 Sogade 10, 1601 Copenhagen V, or at kundeservice@brobizz.com. In addition, reference can be made to www.brobizz.com for further details.

Appendix I: Definition of key terms

These AutoBizz® 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 "AutoBizz® 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 AutoBizz® transponder.

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

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

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

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

"Closed" or "the AutoBizz® transponder is Closed" means that it is no longer possible to use the AutoBizz® transponder as means of identification under the Agreement, and the AutoBizz® transponder cannot be opened again.

The "Operator" is a provider of Payment Facilities, car parks or other places where the AutoBizz® transponder can be used as means of identification.