

**Brobizz A/S**

## **Terms and Conditions for the Toll Box and Toll App**

### **Introduction**

The definitions used in these terms and conditions are set out in Appendix 1 to the Agreement.

### **1. The 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 Toll Box and Toll App. The Agreement can only be entered into by companies and self-employed persons. The Customer's use of the Brobizz® transponder, Number Plate Payment, eTicket or Requisitions are covered by other terms and conditions. As part of the Agreement, Brobizz A/S enters into agreements with Operators regarding discounts and other benefits associated with the use of the Toll Box and Toll App with the Operator in question, see section 1.8.

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

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

Upon termination of the Agreement, the Toll Box must be returned to Brobizz A/S, so that Brobizz A/S has received the Toll Box no later than 30 calendar days after the date on which the Agreement was terminated. If the 30 calendar days are exceeded, Brobizz A/S is entitled to require a fee from the Customer per Toll Box, which Brobizz A/S has not received. The amount of the fee appears in the fee list, available at [www.Brobizz.com](http://www.Brobizz.com). See section 1.10 for regulation of fee size. Find out more about the return of Toll Box under section 2.7.

#### **1.3 Credit assessment**

Before entering into an Agreement with payment by invoice, 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 Transferability**

The Customer may not transfer the Agreement. Brobizz A/S is entitled to transfer its rights and obligations under the Agreement without the Customer's consent.

#### **1.5 Duty of disclosure when signing the Agreement**

When signing the Agreement, the Customer is obliged to provide relevant company information, contact details, vehicle data and registration number. Brobizz A/S reserves the right to require specific information in addition to contact details, etc., information may be required, including information about the vehicle's weight, CO<sup>2</sup> class, environmental class, axles, etc., depending on which operator the vehicle is to be used with.

#### **1.6 Duty to provide information in the event of incorrect amounts charged**

The Customer must always check that the Customer is paying the correct price for the passage/service corresponding to the Operator's prices for the vehicle's weight, CO<sup>2</sup> class, size, etc. If the correct price is not charged, the Customer is obliged to notify Brobizz A/S of this, cf. the Operator's current terms and conditions, so that payment/refund can be made in accordance with the correct price for the vehicle in question.

#### **1.7 Changes to the Customer's information**

The Customer is responsible for ensuring that all information provided (including email address) is correct and up to date. The registered information can be found via Brobizz A/S' self-service page at [www.Brobizz.com/erhverv](http://www.Brobizz.com/erhverv), where the Customer can also update their information; see also section 12.3.

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Similarly, it is the Customer's responsibility to notify Brobizz A/S of any changes to the registered payment card, vehicle data, registration number and other information that the Customer may be required to provide in accordance with section 1.5. The Customer is obliged to delete a vehicle registration number that is linked to a Toll Box or Toll App via Brobizz A/S' self-service page if the Customer no longer has permanent access to the vehicle.

## 1.8 Discount agreements

Brobizz A/S may enter into discount agreements with Operators that secure the Customer discounts and other benefits when using the Toll Box or Toll App when passing through the relevant Operator. When Brobizz A/S has entered into a new discount agreement with an Operator, Brobizz A/S will inform the Customer of the discounts and benefits that the Customer can obtain from the Operator when using the Toll Box or Toll App. 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 given their consent to this. The Customer can find information about discount agreements at any time at [www.Brobizz.com](http://www.Brobizz.com).

## 1.9 Agreements between the Customer and the Operator

If the Customer has entered into a discount agreement directly with an Operator, bypassing Brobizz A/S, it is incumbent upon the Operator to include the discount in the amount charged by the provider to the Customer via Brobizz A/S. In the relationship between the Customer and Brobizz A/S, it is not an incorrect charge if the charge has been made in accordance with the normal price stated for passage, etc. for the vehicle in question without the conclusion of discount agreements or other special price agreements. In such cases, the price difference is irrelevant to Brobizz A/S and is solely a matter between the provider of the discount agreement and the Customer, see also sections 3.3 and 12.2.

## 1.10 Adjustment of fee amounts

Fee amounts in sections 1.2, 2.4, 2.5, 2.7, 3.9, 4.2, 4.3, 5.6, 7.6, 8 and 9.3 may be adjusted by Brobizz A/S with 14 days' notice.

## 2. Delivery and return of the Toll Box

### 2.1 Delivery of Toll Box

Upon signing the Agreement, the Customer will be delivered the number of Toll Boxes ordered by the Customer. The Toll Box belongs to Brobizz A/S in all cases. Other Bizz Transponders or products that may be delivered to the Customer are delivered on the terms and conditions applicable to the specific transponders or products.

### 2.2 Installation of Toll Box

When using the Toll Box, the Customer is obliged to install it in the windscreen as instructed in the installation guide. The installation instructions can be found at [www.Brobizz.com](http://www.Brobizz.com). The Customer must ensure that the Toll Box is installed in such a way that the driver has a clear view of the Toll Box display and LEDs.

### 2.3 Carrying multiple transponders

No more than one active Toll Box or other transponder may be carried in the vehicle when passing through the Payment Infrastructure. If multiple active transponders are carried, there is a risk that the Operator will register the passage on multiple transponders, including on the Toll Box in connection with the vehicle's passage. Such a charge is considered justified and is therefore the Customer's own responsibility.

### 2.4 Loss of Toll Box

If the Toll Box is lost, e.g. due to a break-in in the vehicle or in the premises where the Toll Box is stored, or if the Customer otherwise becomes aware of unauthorized appropriation or unauthorized use of the Toll Box, this must be reported immediately to Brobizz A/S by telephone on +45 70 80 80 81 or by email to [www.Brobizz.com/erhverv](mailto:www.Brobizz.com/erhverv). Brobizz A/S will then close the Toll Box so that it cannot be used. There may be a delay of up to 24 hours before the closure takes effect with the Operators. When closing the Toll Box, Brobizz A/S is entitled to charge the Customer a fee for the Toll Box if the Toll Box is not returned undamaged.

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The fee amount is stated in the fee list available at [www.Brobizz.com](http://www.Brobizz.com). See section 1.10 for adjustment of the fee amount. See section 2.7 for more information about returning the Toll Box.

## 2.5 Replacement of the Toll Box

A Toll Box can be replaced by contacting customer service in advance. The Toll Box must be returned to Brobizz A/S at the Customer's expense and risk and must be received by Brobizz A/S no later than 45 calendar days after the replacement has been ordered by the Customer from Brobizz A/S's customer service. If the 45 calendar days are exceeded, Brobizz A/S is entitled to charge the Customer a fee for the Toll Box that has not been returned. The fee amount is stated in the fee list available at [www.Brobizz.com](http://www.Brobizz.com). See section 1.10 for adjustment of the fee amount. See section 2.7 for more information about returning the Toll Box.

## 2.6 Temporary blocking of the Toll Box

The Customer can temporarily block the Toll Box via Brobizz A/S's self-service portal. In the event of a temporary suspension, the Customer is liable for all usage of the Toll Box until the suspension takes effect with the Operators. There may be a delay of up to 24 hours before the temporary suspension takes effect with the Operators.

## 2.7 Returning the Toll Box

The Customer's return of a Toll Box to Brobizz A/S is at the Customer's expense and risk. The return of the Toll Box is not considered timely until Brobizz A/S has acknowledged receipt. The Customer shall bear all costs associated with returning a Toll Box.

If a Toll Box is returned completely damaged, Brobizz A/S is entitled to charge the Customer a fee. A Toll Box is considered completely damaged if it has sustained damage that cannot be repaired. This includes, for example, a Toll Box that has been subjected to pressure and/or impact that has damaged the plastic, screen and/or electronics to an extent that cannot be repaired. A Toll Box is also considered completely damaged if it has been exposed to liquid, high heat, fire or smoke damage. Brobizz A/S will assess the category of damage at all times.

If a Toll Box is returned partially damaged, Brobizz A/S is entitled to charge the Customer a fee. A Toll Box is considered partially damaged if the Toll Box has visible signs of depreciation. This includes, for example, superficial damage that does not affect the functionality of the Toll Box, including ink markings, adhesive materials that cannot be easily removed, scratches in the plastic or screen, or other damage to the surface that cannot be repaired or cleaned away. Brobizz A/S will always assess the category of damage.

Different fees will be charged depending on whether the Toll Box is returned completely damaged or partially damaged. The fees are listed in the fee schedule available at [www.Brobizz.com](http://www.Brobizz.com). See section 1.10 for adjustment of fees.

## 3. Use of the Toll Box and Toll App

### 3.1 Toll Box and Toll App as means of identification

The Customer may use the Toll Box and Toll App as a means of identification with the Operators with whom Brobizz A/S has a connection agreement with in this regard. At [www.Brobizz.com](http://www.Brobizz.com), the Customer can find an overview of Operators at any time, with whom Brobizz A/S has an agreement regarding the use of the Toll Box and Toll App. The customer is at all times responsible for familiarizing themselves with the updated terms and conditions that may apply to the use of a Toll Box and Toll App with individual Operators, including Brobizz A/S's partners in EasyGo. Certain Operators require a special contractual basis.

### 3.2 The Customer's choice of means of identification

The Operators that can offer the use of a Toll Box and Toll App at the Customer's passage/service will, by means of signage in/at the Payment Infrastructure, inform the Customer about dedicated lanes for automatic payment, where the Customer must go to in order to pay with the Toll Box and Toll App for the passage/service in question.

### 3.3 Rules for use of the Payment Infrastructure

The use of the Payment Infrastructure or other services will be subject to the terms and conditions set by the Individual Operator has set. At [www.Brobizz.com](http://www.Brobizz.com) and [www.easygo.com](http://www.easygo.com), the Customer can at any time find a list of Operators with links to their websites. Brobizz A/S only initiates payment for the relevant passage/service with the Operator, and in relation to the passage/service, the Customer is therefore solely entitled and obliged directly to the Operator in question. Disputes concerning the Customer's passage/use with the Operator are subject to the rules applicable to the passage/service in question. Brobizz A/S is not liable for the passage/service, see, however, section 10.1.

### 3.4 Multiple passages/services

When using the Toll Box and/or Toll App for multiple passages/services with one Operator within a month, payment for the relevant passages/services with the Operator can be made collectively via Brobizz A/S.

### 3.5 Video reading of registration numbers

In the event that the Toll Box and/or Toll App is not read correctly when passing through/using the service of an Operator, the Operator may in some cases send the charge to Brobizz A/S based on the registration number read on the vehicle at the specific passage/service. Brobizz A/S is entitled to charge the Customer for the passage/service based on the Operator's information about the read registration number.

### 3.6 Data collection when using a Toll Box

When using a Toll Box as a means of identification, the Customer agrees that data in the form of GPS locations, etc. will be collected while driving. The data is forwarded to the relevant operators and forms the basis for charges for passage/services. Read more about data collection at <https://brobizz.com/en/business/about/privacy-policy/>.

### 3.7 Data collection when using the Toll App

When using the Toll App as a means of identification, the Customer agrees that data in the form of GPS locations will be collected. Furthermore, the Customer understands that the Toll App always tracks the GPS location of the device on which the Toll App is installed. This is necessary to ensure the functionality of the Toll App and the automatic and manual start/stop function. The collected data is forwarded to the relevant Operators and forms the basis for charges for passage/services. If the Toll App is active in a vehicle located outside Denmark, no data is stored. Read more about data collection at <https://brobizz.com/en/business/about/privacy-policy/>.

### 3.8 Customer obligations when using the Toll Box and Toll App

When using the Toll Box and/or Toll App, the Customer is obliged to have the Toll Box and/or Toll App active, switched on with green LEDs or display and connected to power while driving. In the event of unusual connections and disconnections, the Toll Box and/or Toll App being turned on and off, or other unusual activities while driving, Brobizz reserves the right to investigate the cause of these activities. If there is reason to suspect systematic fraud, Brobizz A/S reserves the right to close the Toll Box and/or Toll App and the Customer's Agreement, cf. section 9.2.

### 3.9 Customer's obligations regarding vehicle details

When using the Toll Box and/or Toll App, the Customer is obliged to ensure that vehicle details are correct and up to date. The Customer can update vehicle details on Brobizz A/S's self-service portal at [www.Brobizz.com](http://www.Brobizz.com). It is the Customer's responsibility to ensure that updated vehicle details are correctly displayed on the Toll Box and/or Toll App after changes have been made on Brobizz A/S's self-service portal. If the Customer cannot see the updated vehicle details, the Customer must contact Brobizz A/S's customer service before using the Toll Box and/or Toll App.

If Brobizz A/S is charged a fee by Sund & Bælt Holding A/S (toll collector) as a result of incorrect vehicle details (including incorrect CO2 class and/or weight) on the Toll Box and/or Toll App, Brobizz A/S is entitled to charge a fee covering the amount imposed plus an administration surcharge.

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If Brobizz A/S discovers errors when checking the vehicle details linked to the Toll Box and/or Toll App, and the Customer fails to update the information upon request, Brobizz A/S is entitled to charge a fee for incorrectly stated vehicle details.

The fee amount is stated in the fee list available at [www.Brobizz.com](http://www.Brobizz.com). See section 1.10 for adjustment of the fee amount.

## 4. Special terms and conditions for use of the Toll Box

### 4.1 Start-up fee and monthly subscription fee

When ordering a Toll Box, the Customer pays Brobizz A/S a start-up fee of DKK 120 excluding VAT and a monthly subscription fee of DKK 30 excluding VAT per Toll Box.

The start-up fee is charged at the first invoicing or to the registered payment card, see sections 7.2 and 7.3.

The monthly subscription fee is charged on an ongoing basis by invoice or to the registered payment card, see sections 7.2 and 7.3.

Brobizz A/S may adjust the start-up fee and monthly subscription annually. For adjustments of more than 4%, 14 days' prior notice will be given.

### 4.2 Pre-ordering a Toll Box

If the Customer has pre-ordered a Toll Box for the period from May 2024 to 31 July 2024 inclusive, Brobizz A/S is entitled to charge a fee per Toll Box per month if there is no usage on a pre-ordered Toll Box for 60 consecutive days or if the pre-ordered Toll Box is not installed and active in a car by 1 January 2025 at the latest. The fee amount is stated in the fee list available at [www.Brobizz.com](http://www.Brobizz.com). See section 1.10 for fee adjustments.

### 4.3 Submission of vehicle documentation for the Toll Box

Brobizz A/S may, if necessary, request the Customer to submit documentation for the vehicle information specified for the Customer's Toll Box. The Customer must submit the requested information to Brobizz A/S within 5 working days of receiving the request. If Brobizz A/S does not receive the requested documentation confirming the vehicle information provided within 5 working days or within any other deadline specified in the request, Brobizz A/S is entitled to charge a fee per Toll Box. The fee amount is stated in the fee list available at [www.Brobizz.com](http://www.Brobizz.com). See section 1.10 for adjustment of the fee amount. The documentation must always be sent to the email address specified in the request. If the documentation is not sent within the deadline, Brobizz A/S is entitled to block the Customer's Toll Box.

## 5. Special terms and conditions for use of the Toll App

### 5.1 Creation of Toll App

As part of the creation of the Toll App, the Customer accepts that a complete product consisting of a GPS component (App) and a Number Plate Payment will be created for the vehicle for which the Customer wishes to create a Toll App. See section 5.5 for further information on the use of Number Plate Payment.

### 5.2 Use of the Toll App

The Customer is responsible for ensuring that they have a functioning phone that can be used with the Toll App. The Customer is also responsible for ensuring that the phone used with the Toll App is updated to the latest operating system that can be used with the Toll App. An overview of operating systems that are compatible with the Toll App can be found at [www.Brobizz.com](http://www.Brobizz.com). The Customer is responsible for ensuring that the Toll App is started correctly before driving and that the Toll App is stopped after driving. This applies regardless of whether automatic or manual start/stop tracking of the journey has been selected during driving. The Customer may only use the Toll App in the vehicle for which the Toll App has been set up and linked. The vehicle can only be set up on one Toll App at a time.

### 5.3 Installation instructions for the Toll App

When using the Toll App, the Customer is obliged to follow the installation instructions. These can be found at [www.Brobizz.com](http://www.Brobizz.com).

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#### **5.4 Temporary blocking and closing of the Toll App**

When using the Toll App, the Customer does not have the option of blocking the Toll App. The Customer has the option of closing the Toll App on Brobizz' self-service portal.

#### **5.5 Use of number plate payment**

When choosing the Toll App as a means of identification, a corresponding Number Plate Payment is created for the vehicles for which a Toll App is ordered. Vehicles that the Customer wishes to link to the Agreement must be approved for Number Plate Payment. The Customer must have a local agreement with the Operator(s) with whom Number Plate Payment is to be used. At [www.Brobizz.com](http://www.Brobizz.com), the Customer can at any time find an overview of which vehicles are approved for Number Plate Payment.

The Operators who can offer the use of Number Plate Payment at the Customer's passage/service will, by means of signage in/at the Payment Infrastructure, inform the Customer where the Customer must go in order to pay with Number Plate Payment for the passage/service in question.

The Customer is obliged to update the information about the vehicle's number plate at any time, including when selling the vehicle. The Customer is obliged to ensure that the vehicle's number plate(s) are legible at all times.

#### **5.6 Submission of vehicle documentation for the Toll App**

Brobizz A/S may, if necessary, request the Customer to submit documentation for the vehicle information specified for the Customer's Toll App. The Customer must submit the requested information to Brobizz A/S within 5 working days of receiving the request. If Brobizz A/S does not receive the requested documentation confirming the vehicle information provided within 5 working days or within any other deadline specified in the request, Brobizz A/S is entitled to charge a fee per Toll App. The fee amount is stated in the fee list available at [www.Brobizz.com](http://www.Brobizz.com). See section 1.10 for adjustment of the fee amount. The documentation must always be sent to the email address specified in the request. If the documentation is not sent within the deadline, Brobizz A/S is entitled to block the Customer's Toll App.

### **6. Liability**

#### **6.1 Customer liability for use**

The Customer is responsible for all consumption under the Agreement, including all consumption registered with the Toll Box and Toll App, until the Agreement is terminated or the Customer requests Brobizz A/S to block the Toll Box or to close the Toll Box or Toll App, subject to a delay of up to 24 hours. Brobizz A/S is liable for misuse of Toll Box and/or Toll App from 24 hours after receipt by the Customer's notice, see section 10.1.

### **7. Terms of payment**

#### **7.1 Payment for use**

Payment for a passage/service with an Operator where the Toll Box or Toll App is used as means of identification, etc., is made via Brobizz A/S at the prices applicable at the Operator in question. If Brobizz A/S has entered into a discount agreement with the Operator in question, the price applicable under the discount agreement will apply.

#### **7.2 Payment by payment card**

If the Customer has agreed to pay by payment card, payment for the passage/service will be made on the agreed terms and at the agreed intervals via the designated payment card.

Any fees charged by Brobizz A/S for a Toll Box, cf. sections 1.2, 1.10, 2.4-2.7, 3.9, 7.6, 8 and 9.3, will be charged immediately to the designated payment card. Brobizz A/S will subsequently issue a receipt to the Customer.

This will appear in Brobizz A/S's self-service under the "Payments" section.

#### **7.3 Payment by invoice**

If the Customer has agreed to pay by invoice, Brobizz A/S will issue invoices on the agreed terms and at the agreed intervals. Any fees charged by Brobizz A/S for a Road Toll Box, see sections 1.2, 1.10, 2.4-2.7, 3.9, 7.6, 8 and 9.3, will be shown on the next invoice.

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## 7.4 Currency conversion

Where the Operator's payment is charged in a currency other than the currency in which the Agreement is entered into, the price for the passage/service will be converted in accordance with the applicable Brobizz A/S Business Terms and Conditions.

## 7.5 The Customer's Agreement with the Operator

If the Customer has entered into an agreement directly with an Operator, the Customer may, if agreed with the Operator in question, be invoiced/charged directly by the Operator for passages/services provided under such an agreement. Brobizz A/S has no influence on, and therefore no responsibility for, direct charges from an Operator.

## 7.6 Customer's failure to meet payment deadline

If the Customer has not met an agreed payment deadline, Brobizz A/S is entitled to temporarily block or permanently close the Toll Box and/or Toll App. Upon closure of the Toll Box, Brobizz A/S is entitled to charge the Customer a fee for the non-returned Toll Box. The fee amount is stated in the fee list available at [www.Brobizz.com](http://www.Brobizz.com). See section 1.10 for adjustment of the fee amount.

## 8. Reminder fees

In the event of late payment, a fee of DKK 100 will be 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 considered to be a sales account. For currencies other than DKK as the sales currency, the reminder fee is set in the selected sales currency; see [www.Brobizz.com](http://www.Brobizz.com) for the fee list.

When payment is made, accrued interest and fees are always paid first before the principal is repaid. In the event of late payment, interest will be added at the rate specified in the Interest Act from the due date. Brobizz A/S also charges fees for a number of services related to the Agreement, in accordance with the fee list. See section 1.10 for adjustment of fee amounts.

## 9. Breach

### 9.1 Termination of the Agreement

In the event of material breach of the Agreement, Brobizz A/S may terminate the Agreement with immediate effect. In such case, the Agreement will be blocked immediately.

### 9.2 Circumstances considered material breach

The following circumstances, among others, are considered material breaches:

- Failure by the Customer to make timely payment.
- Failure to report circumstances as mentioned in sections 1.5-1.7.
- The customer is placed in receivership or declared bankrupt.
- The customer makes connections and disconnections, etc., that result in an inactive Road Toll Box and/or Road Toll App while driving, as mentioned in section 3.8.

**9.3** Upon termination of the Agreement, the Toll Box must be returned to Brobizz A/S so that Brobizz A/S has received the Toll Box no later than 30 calendar days after the date on which the Agreement was terminated. If the 30 calendar days are exceeded, Brobizz A/S is entitled to charge the Customer a fee per Toll Box that Brobizz A/S has not received back. The fee amount is stated in the fee list available at [www.Brobizz.com](http://www.Brobizz.com). See section 1.10 for adjustment of the fee amount. See section 2.7 for more information about returning the Toll Box.

## 10. Liability

### 10.1 Brobizz A/S' liability

Brobizz A/S disclaims all liability for the use of the Toll Box and/or Toll App, unless the situation is due to administrative errors on the part of Brobizz A/S. Regarding failure to block the account after termination of the Agreement or request for blocking, see sections 2.4 and 6.1.

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**10.2 Brobizz A/S' liability for use of the Toll App**

Brobizz A/S disclaims all liability for the use of the Toll App, unless the situation is due to system errors or crashes in the Toll App.

**11. Use and sharing of Customer information****11.1 Collection of information from the Customer**

Upon entering into the Agreement, the Customer must provide a number of details for the purposes of administering the Agreement, including company name, CVR number, contact person, any payment cards and registration number, as well as other details, see section 1.5. The contact information may be used by Brobizz A/S to inform the Customer and for statistical purposes to support operations, including analyses of usage patterns, mapping of customer segments, etc.

If the Customer agrees, Brobizz A/S may also use the Customer's contact details for marketing Brobizz A/S and Brobizz A/S's partners, including sending electronic newsletters and offers to the Customer by email.

**11.2 Processing of information from Operators**

Brobizz A/S receives information from Operators about the use of the Toll Box, including the Toll Box number, the location and time of the passage/service. Depending on the Operator, Brobizz A/S may also receive the vehicle's registration number. The information is used for the purpose of completing the payment and for statistical purposes to support operations, including the preparation of general analyses of usage patterns, mapping customer segments, etc. If the Customer has consented to this, Brobizz A/S may also use the information for marketing Brobizz A/S and Brobizz A/S's partners, including sending electronic newsletters and offers to the Customer by e-mail.

In the event of objections, etc. from the Customer, see section 12.1, Brobizz A/S may obtain additional documentation, including photographic documentation. The information is also used to send service messages via SMS, cf. Section 12.3.

**11.3 Disclosure of Customer information**

Information about the Customer's Agreement with Brobizz A/S may be disclosed to Operators, EasyGo and other relevant partners at Brobizz A/S, e.g. for the purpose of validating, enforcing or updating information. By entering into the Agreement, the Customer agrees to this exchange of information.

**11.4 Exchange of information**

If the Customer has entered into a direct agreement with an Operator, see section 1.9, Brobizz A/S may exchange information with the Operator, including name, address, telephone number, e-mail address and vehicle data, including registration number, for the purpose of updating the information about the Customer. By entering the Agreement, the Customer agrees to this exchange of information.

**11.5 Blacklist**

If the selected means of identification or the Agreement has been blocked, Brobizz A/S will disclose the Toll Box and/or Toll App to the Operators in order to prevent the Toll Box and/or Toll App can be used for passage, etc. after the blocking.

**11.6 Customer rights under applicable data protection legislation**

Pursuant to applicable data protection legislation, the Customer has, among other things, the right to access the registered information and may also object to the processing of the Customer's information at any time. The Customer can read more about their rights in Brobizz A/S' privacy policy here:

<https://brobizz.com/en/business/about/privacy-policy/>.

If you have any questions in this regard, you can find Brobizz A/S's contact details at the bottom of the Agreement.

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## 12. Enquiries regarding the Agreement and communication with the Customer

### 12.1 Questions and objections regarding the use of the Toll Box and Toll App

The Customer can always contact Brobizz A/S with questions about the Agreement, discount agreements, and the use of the Toll Box and Toll App and the Operators' charges. Brobizz A/S will, as far as possible, assist the Customer with responding to questions and complaints.

### 12.2 Objections, complaints, etc.

Brobizz A/S handles the Customer's objections, complaints, etc. regarding the use of the Toll Box, Toll App and the Agreement. The Customer's objections, complaints, etc. concerning the actual passage/service with an Operator, including incorrect settlement of discounts, etc., see section 1.9, are solely a matter between the Customer and the Operator in question. The Customer's objections, complaints, etc. concerning the passage/service itself are therefore handled and finally decided by the Operator in question.

### 12.3 Communication with the Customer

Brobizz A/S may exchange information with the Customer via Brobizz A/S' self-service solution at [www.Brobizz.com](http://www.Brobizz.com). Brobizz A/S also reserves the right to send service messages to the Customer via SMS to inform the Customer of relevant local conditions, or when the traffic situation, safety considerations or other special circumstances, in Brobizz A/S's assessment. Brobizz A/S will only contact the Customer via SMS for the purpose of direct marketing if the Customer has consented to this.

### 12.4 Use of the Toll Box and Toll App

An overview of the Customer's use of the Toll Box and Toll App can be found on Brobizz A/S's self-service portal at [www.Brobizz.com](http://www.Brobizz.com).

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

Brobizz A/S may amend the Agreement, including the list of fees, with 14 days' notice. Notification of new terms and conditions and other communications to the Customer may be sent by regular mail, e-mail or text message, possibly in combination with Brobizz A/S's self-service portal and website.

### 12.6 Invoices

Invoices will be sent to the email address provided by the Customer to Brobizz A/S.

### 12.7 Complaint period

If the Customer wishes to object to a debit, this must be done no later than 30 calendar days from the Customer's receipt of the invoice or charge. In other cases, the specified deadlines are calculated from the time the information is made available via Brobizz A/S's self-service portal.

## 13. Jurisdiction and choice of law

### 13.1 The agreement

The agreement between the Customer and Brobizz A/S is subject to Danish law, and any disputes shall be settled by the Copenhagen City Court.

### 13.2 The passage/service

For disputes concerning passages/services with an Operator, the rules agreed between the Customer and the Operator or otherwise applicable to the passage/service in question shall apply.

You can contact Brobizz A/S by telephone on +45 70 80 80 81, in writing at Brobizz A/S, Vester Søgade 10, 1601 Copenhagen V, Denmark, or at [truck@Brobizz.com](mailto:truck@Brobizz.com). For further information, please refer to [www.Brobizz.com](http://www.Brobizz.com).

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**Brobizz A/S**

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## Appendix 1: Glossary of terms used

"The Agreement" refers to these Terms and Conditions for the Toll Box and Toll App.

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

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

"Brobizz® number" is the unique serial number of the Brobizz® transponder.

"eTicket" is the term used for one or two passages used with automatic number plate payment.

"Customer" is Brobizz A/S's contractual partner under the Agreement.

"Local agreement" is an agreement that the Customer has entered into with an Operator.

"Number plate payment" is the term used for automatic number plate registration that takes place when passing through a Payment Infrastructure, whereby the Operator can identify the vehicle and register the Customer's passage, etc.

"Operator" is a provider of Payment Infrastructure or other locations where the Toll Box, Toll App, Bizz Transponder, Number Plate Payment, eTicket and/or Requisitions can be used as a means of identification.

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

"Blocking" and "Blocking of Product" are when the possibility of using a Product as a means of identification under the Agreement is stopped. The blocking is initially temporary, but may become a closure.

"Toll Box" is the term for a DSRC and satellite transponder that can communicate with the Operator and register the Customer's passage, etc.

"Toll Box Number" is the Toll Box's unique serial number.

"Toll App" is a digital DSRC and satellite transponder that can communicate with the Operator and register the Customer's passage, etc.