

# TERMS & CONDITIONS

## ØRESUNDBIZZ® PRIVATE

### Introduction

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

### 1. The Agreement

1.1 The parties to the Agreement and subject matter  
These conditions apply between BroBizz A/S and the Customer who has an ØresundBizz® transponder in connection with a Discount Agreement with ForSea Helsingborg AB. This Agreement relates to BroBizz A/S' charging and invoicing of the Customer in connection with the Customer's use of the ØresundBizz® transponder in relation to ForSea Helsingborg AB's Ferry Services (the "Agreement"). In case of conflict between the Agreement and the other contractual conditions between BroBizz A/S and the Customer, the other agreed conditions will take precedence.

The Customer's agreement with the Øresundsbro Consortium regarding the Customer's ØresundBizz® transponder continues without changes and independent of this Agreement. If the Customer's agreement with the Øresundsbro Consortium regarding the Customer's ØresundBizz® transponder ends, this Agreement will automatically end as well.

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

1.3 Agreement period and notice  
The Agreement will remain valid until terminated. The Customer may terminate this Agreement without giving notice while BroBizz A/S may terminate the Agreement by giving two (2) months' notice.

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

1.5 Information provided when concluding the Agreement  
When concluding the Agreement, the Customer is required to disclose name, address, email, telephone number and payment card information to BroBizz A/S. BroBizz A/S reserves the right to require other particular information, including information about the vehicle's registration number, weight, environmental class, if ForSea Helsingborg AB requires this additional information.

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

1.7 Changes to the Customer's information  
The Customer is responsible for ensuring that all information provided is correct and updated. The information registered can be found at the BroBizz A/S self-service page at [www.brobizz.com](http://www.brobizz.com), where the Customer also can update the contact information, see also Section 8.2. It is the Customer's responsibility to notify changes to the registered payment card as well as the vehicle's registration number and other information as may be required under Section 1.5. BroBizz A/S will only disclose the Customer's information to ForSea Helsingborg AB for the purpose of the Discount Agreement between the Customer and ForSea Helsingborg AB. BroBizz A/S will not disclose any of the Customer's information to the Øresundsbro Consortium or other operators with respect to this Agreement.

1.8 Discount agreements  
It is the responsibility of ForSea Helsingborg AB as provider of the Discount Agreement with the Customer regarding the Customer's ØresundBizz® transponder to deduct the discount from the amount, which ForSea Helsingborg AB will charge the Customer via BroBizz A/S. In the relation between the Customer and BroBizz A/S, it is not an incorrect charge if BroBizz A/S has charged the standard price, which is stated for passage etc. of the Ferry Services for the vehicle in question excluding ForSea Helsingborg AB's 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 ForSea Helsingborg AB and the Customer, see also Section 1.10 and 8.2.

1.9 Loss of the ØresundBizz® transponder  
If the ØresundBizz® transponder is lost, e.g. in the event of theft from the vehicle or the premises where it is stored, or the Customer is otherwise aware of misappropriation or unauthorised use of the ØresundBizz® 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](http://www.brobizz.com). BroBizz A/S will then block the ØresundBizz® transponder ensuring that it cannot be used with respect to the Ferry Services based on the Discount Agreement with ForSea Helsingborg AB. At the same time, the Customer shall block the ØresundBizz® transponder with the operator, in order for the transponder not to be used in an unauthorised way.

1.10 Rules for the use of ForSea Helsingborg AB's Ferry Services  
The use of ForSea Helsingborg AB's Ferry Services will be subject to the terms and conditions that ForSea Helsingborg AB has set. At ForSea Helsingborg AB's website you can find further information on the use of ForSea Helsingborg AB's Ferry Services. BroBizz A/S initiates payment only for the passage/service with ForSea Helsingborg AB and the Customer is therefore only entitled and obligated directly to ForSea Helsingborg AB in relation to the passage/service. Disputes regarding the Customer's passage/use are subject to the rules governing the passage/service of ForSea Helsingborg AB. BroBizz A/S is not liable for the passage/service, see however Section 6.1.

### 2. Liability

2.1 The Customer's liability for authorised use  
The Customer is responsible for all use under the Agreement, including all authorised use of the ØresundBizz® transponder with respect to the Ferry Services covered by the Discount Agreement with ForSea Helsingborg AB unless the amount collected is higher than the agreed amount or exceeds an amount, which the Customer reasonably might expect. An ØresundBizz® transponder and the Agreement is only for the personal use of the Customer and members of the Customer's household with respect to the Ferry Services, see Section 1.4. If a member of the Customer's household, who is entrusted with the ØresundBizz® transponder, uses the ØresundBizz® transponder, the use is then seen as authorised by the Customer.

2.2 The Customer's liability for unauthorised use  
The Customer is responsible for up to DKK 8,000 for others people's unauthorised use of the ØresundBizz® transponder or the Agreement if the Customer as soon as possible after becoming aware of it, has neglected to inform BroBizz A/S of the loss, theft, or other misappropriation or misuse of the ØresundBizz® transponder or the Agreement, see Section 1.9.

If the Customer has acted intentionally or fraudulently, the Customer is liable for the full amount.

BroBizz A/S is liable for unauthorised use of the ØresundBizz® transponder on the Ferry Services covered by the Discount Agreement with ForSea Helsingborg AB or the Agreement 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.

2.3 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 60 days is timely. The Customer's failure to pay attention to a notified payment should not be of damage to BroBizz A/S besides the time limit to make objections on time.

### 3. Payment Terms

3.1 Payment for use  
Payment for a passage/service with ForSea Helsingborg AB, where the ØresundBizz® transponder or the Agreement is used as a means of identification, is done through BroBizz A/S according to the applicable prices of ForSea Helsingborg AB. See also Section 1.8. Payment for passage/service is made via the payment card registered by the Customer immediately after the ØresundBizz® transponder or the Agreement has been used. BroBizz A/S will subsequently issue an invoice specification to the Customer. The specification appears from "My Account" under "Payments". The specification can be sent by email upon enquiry to [kundeservice@brobizz.com](mailto:kundeservice@brobizz.com).

3.2 Currency conversion  
In cases where payment to ForSea Helsingborg AB is collected in currencies other than the currency set for the Agreement, the price of the passage/service with ForSea Helsingborg AB is converted from that currency to the agreed currency using the official exchange rate at the end of the previous month plus 1%.

## 4. Fees

### 4.1. Chargeback

BroBizz A/S may charge an administration fee of DKK 200 in cases where BroBizz A/S has incurred expenses for refunding the Customer's payment for passage/service by the Customer's payment card issuer (chargeback) and this refunding later is found to be unwarranted.

## 5. Breach of contract

### 5.1 Termination of the Agreement

In the event of material breach of the Agreement, BroBizz A/S may cancel the Agreement with immediate effect. The ØresundBizz® transponder and the Agreement will then immediately be blocked.

### 5.2 Circumstances considered as material breach

The following circumstances will be considered as material breach:

- The Customer's failure to pay on time.
- The Customer's failure to report information as mentioned in Sections 1.5-1.7.

## 6. Liability

### 6.1 BroBizz A/S' liability to pay damages

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

## 7. Using and exchanging information about the Customer

### 7.1 Processing information from the Customer

When concluding the Agreement, the Customer must provide information about name, address, telephone number, email address, payment card information and if required the vehicle's registration number and other information for administrative purposes, see Section 1.5. Contact information may also be used by BroBizz A/S for informational purposes of the Customer and for preparing general analyses of usage patterns, customer segmentation mapping etc. with regard to support the operations and marketing of BroBizz A/S and BroBizz A/S' business partners. If the Customer has given consent, BroBizz A/S will send electronic newsletters and promotions to the Customer by email.

### 7.2 Processing information from ForSea Helsingborg AB

BroBizz A/S receives information from ForSea Helsingborg AB on the use of the ØresundBizz® transponder or the Agreement, including the ØresundBizz® number, time and location of the passage/service. Depending on ForSea Helsingborg AB, BroBizz A/S may also receive the vehicle's registration number. The information is used for completing the payment and within existing legislation for preparing general analyses of usage patterns, customer segmentation mapping etc. with regard to support the operations and marketing of BroBizz A/S and BroBizz A/S' business partners. When there are objections etc. from the Customer in accordance with Section 8.1, BroBizz A/S may collect further documentation, including picture documentation. Moreover, the information is used when forwarding service notifications via text messages, see Section 8.3.

### 7.3 Disclosure of Customer information

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

### 7.4 Exchange of information

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

### 7.6 Customer's rights according to the Danish Data Protection Act

According to the Danish Data Protection Act, the Customer has a right of access to the registered information, among other things, and may at any time object to the processing of the Customer's information. BroBizz A/S' contact information can be found at the end of this Agreement. Moreover, the Customer may withdraw consent under Sections 7.3 and 7.4. If the Customer withdraws consent, this will be regarded as a termination of the Agreement.

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

### 8.1 Questions and objections etc.

The Customer can always contact BroBizz A/S with questions about the Agreement and payment collections by ForSea Helsingborg AB. BroBizz A/S will as far as possible assist the Customer with answering questions and complaints.

### 8.2 Objections and complaints etc.

BroBizz A/S handles the Customer's objections, complaints etc. relating to the Agreement. The Customer's objections, complaints etc. about the passage/service with ForSea Helsingborg AB, including incorrect price charged, see Section 1.8, are solely a matter between the Customer and ForSea Helsingborg AB. The Customer's objections, complaints etc. concerning the actual passage/service are processed and therefore finally determined by ForSea Helsingborg AB.

In case a mutual solution cannot be found, the Customer can complain to the Danish Competition and Consumer Authority (Center for Klagebøtning), Carl Jacobsen Vej 35, 2500 Valby, Denmark if the conditions for it have been met. The Customer may complain to the Danish Competition and Consumer Authority via [www.forbrug.dk](http://www.forbrug.dk). When filing the complaint, the Customer must state BroBizz A/S' email address [kundeservice@brobizz.com](mailto:kundeservice@brobizz.com).

The Customer may also use the European Commission's online portal when filing a complaint. This is particularly relevant if the Customer is a Customer residing in another EU country. The Customer may file its complaint here - <http://ec.europa.eu/odr>. The Customer must state BroBizz A/S' email address [kundeservice@brobizz.com](mailto:kundeservice@brobizz.com) when filing the complaint.

In the event that it is not possible to reach a mutual solution with help from the Danish Competition and Consumer Authority, the Customer will have access to complain to the Consumer Complaints Board (Forbrugerklagenævnet) via [www.forbrug.dk](http://www.forbrug.dk).

### 8.3 Communication with the Customer

BroBizz A/S may exchange information with the Customer via BroBizz A/S' self-service page at [www.brobizz.com](http://www.brobizz.com), see Section 8.4. BroBizz A/S reserves the right to have access to sending service notifications to the Customer via text messages to inform the Customer of relevant local circumstances or when traffic conditions, safety considerations or other specific circumstances according to BroBizz A/S' assessment makes the notification necessary. When the Customer accepts these terms, the Customer gives consent to that BroBizz A/S can send service notifications about the circumstances and conditions mentioned above based on location data. The access to sending text messages will only be used for marketing purposes if the Customer has given consent for this purpose.

### 8.4 Using the Agreement

An overview of the Customer's use under the Agreement can be found at BroBizz A/S' self-service page under "My Account".

### 8.5 Changes to terms and conditions etc.

BroBizz A/S may change these terms and conditions and fees giving one 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. Changes in fees may occur due to inflation, market related development for the purpose of meeting increased costs, loss, direct and indirect taxes to maintain or strengthen the efficiency, contribution margin or capital base to achieve administrative savings as a result of amendments in the legislation, other regulations or interpretation hereof as a consequence of other business or market related circumstances.

## 9. Legal jurisdiction and applicable law

### 9.1 The Agreement

The Agreement between the Customer and BroBizz A/S is subject to Danish law, without prejudice to the mandatory rules on consumer protection applying in the country of residence.

### 9.2 Passage/service

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

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

## Appendix I: Definitions of key terms

The "Agreement" is this ØresundBizz® Private agreement.

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

"ForSea Helsingborg AB" is the owner and operator of the Ferry Services Helsingør-Helsingborg and Helsingborg-Helsingør. In accordance with an agreement with BroBizz A/S, ForSea Helsingborg AB has transferred the administration of the Customer's Discount Agreement with ForSea Helsingborg AB including the payment and invoicing of the Customer's use of an ØresundBizz® transponder on ForSea Helsingborg AB Ferry Services to BroBizz A/S.

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

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

The "Discount Agreement" is the Customer's agreement with ForSea Helsingborg AB connected to the Customer's ØresundBizz® transponder regarding discounts and advantages when using ForSea Helsingborg AB's Ferry Services.

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

The "ØresundBizz® transponder" is a DSRC transponder that can communicate with ForSea Helsingborg AB, and which can register the passage etc. Other types of transponders that can be used for the same purpose are excluded from the definition.