

TERMS & CONDITIONS

AUTOBIZZ® 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 and relate to the Customer's use of the AutoBizz® transponder and the Agreement associated with the product „ AutoBizz ® Private“ (the „Agreement“). 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 provisions of the AutoBizz ® 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. However, BroBizz A/S reserves the right to terminate the Agreement without giving notice if the AutoBizz ® transponder has been inactive for more than three (3) consecutive years. In case the Agreement terminates because of inactivity, the AutoBizz ® transponder will be blocked immediately and the Customer will receive a letter requesting the AutoBizz ® transponder to be returned. When the request has been met, any deposit paid will be refunded to the account stated by the Customer. In case the request is not met, BroBizz A/S reserves the right to revoke the Customer's deposit if the transponder has not been returned within 60 days after the request has been sent. 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 60 days after BroBizz A/S has confirmed termination of the Agreement.
- 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
In addition to the Customer's contact information etc., BroBizz A/S reserves the right to require particular information, including information about the vehicle's registration number, weight, environmental class, depending on the Operator with which the vehicle is to be used.
- 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 the Operator'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, where the Customer also can update the contact information, see also Section 10.2. 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. 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 if the Customer no longer has the vehicle at disposal.
- 1.8 Discount agreements
Operators offering discount agreements that can be used in connection with a AutoBizz ® transponder or the Agreement have a responsibility to deduct the discount from the amount, which the operator 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. for the vehicle in question excluding discounts 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 of the discount agreement and the Customer, see also Section 3.2 and 10.2.

2. The AutoBizz ® transponder

- 2.1 Supply of the AutoBizz ® transponder
When the Agreement is concluded, a AutoBizz ® transponder is supplied to the Customer upon payment of a deposit of DKK 200 unless otherwise specifically agreed with the Customer, e.g. in connection with special promotions. The deposit for the supply of the AutoBizz® transponder is collected via the payment card

registered by the Customer. If the AutoBizz ® transponder is returned undamaged at the termination of this Agreement, the deposit is refunded without interests. 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 60 days after BroBizz A/S has confirmed the termination of the Agreement. If the Customer considers that a supplied AutoBizz ® transponder is no longer to be used, the Customer must return it to BroBizz A/S. The AutoBizz ® transponder remains the property of BroBizz A/S at all times. Other transponders that may be provided to the Customer are supplied on special terms.

- 2.2 Installation of the AutoBizz ® transponder
The Customer is obligated to place the AutoBizz ® transponder in the wind-screen 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, including on the AutoBizz ® transponder. Such charge is not deemed unjustified and thus is the Customer's own responsibility.
- 2.4 Loss of the AutoBizz ® transponder
If the AutoBizz ® 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 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.

3. Use of the AutoBizz ® transponder

- 3.1 The AutoBizz ® transponder as a means of identification
The Customer may use the AutoBizz ® transponder from BroBizz A/S as a means of identification with an Operator, with which BroBizz A/S has an affiliation agreement, including BroBizz A/S' business partners at EasyGo and – by special agreement – EasyGo+. Some Operators require that the Customer only uses the AutoBizz ® transponder in the vehicle, for which the BroBizz® transponder was registered at BroBizz A/S, see Section 1.5.
- 3.2 Rules for the use of Payment Facilities
The use of Payment Facilities and other services will be subject to the terms and conditions that each Operator has set. At www.brobizz.com and www.easygo.com, the Customer may find, at any time, a list of Operators together with links to their websites. BroBizz A/S 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, see however Section 8.1.
- 3.3 Multiple passages/services
When the AutoBizz ® transponder is used for multiple passages/services with one Operator within one month, payment for the relevant passages with the Operator can be collected as one amount via BroBizz A/S, see also Section 6.

4. Liability

- 4.1 The Customer's liability for authorised use
The Customer is responsible for the authorised use of the AutoBizz ® transponder or the Agreement unless the amount collected is higher than the agreed amount or exceeds an amount, which the Customer reasonably might expect. A AutoBizz ® transponder and the Agreement is only for the personal use of the Customer and members of the Customer's household, see Section 1.4. If a member of the Customer's household, who is entrusted with the AutoBizz ® transponder, uses the AutoBizz ® transponder, the use is then seen as authorised by the Customer.
- 4.2 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 AutoBizz ® 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 AutoBizz ® transponder or the Agreement, see Section 2.4.

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 AutoBizz ® transponder 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.

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 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.

5. Payment Terms

5.1 Payment for use

Payment for a passage/service with an Operator, where the AutoBizz ® transponder or the Agreement is used as a means of identification, is done through BroBizz A/S according to the applicable prices of the relevant Operator. See also Section 1.8. Payment for passage/service is made via the payment card registered by the Customer immediately after the AutoBizz ® 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.

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 an agreement directly with another Operator then ForSea Helsingborg AB, the Customer can however 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 such a Operator.

6. Fees

6.1 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.

7. Breach of contract

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 and the Agreement will then immediately be blocked.

7.2 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.

8. Liability

8.1 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.

9. Using and exchanging information about the Customer

9.1 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.

9.2 Processing information from Operators

BroBizz A/S receives information from Operators on the use of the AutoBizz ® transponder or the Agreement, including the AutoBizz ® number, time and location of the passage/service. Depending on the Operator, 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 10.1, BroBizz A/S may collect further documentation, including picture documentation. Moreover, the information is used when forwarding service notifications via text messages, see Section 10.3.

9.3 Disclosure of Customer information

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

9.4 Exchange of information

If the Customer has concluded a direct agreement with an Operator in accordance with Section 1.8, BroBizz A/S can exchange information with the Operator, 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.

9.5 Blocked

If a AutoBizz ® transponder or the Agreement has been blocked, BroBizz A/S sends the AutoBizz ® transponder identification number etc. to the Operators to prevent the AutoBizz ® transponder or the Agreement from being used after being blocked.

9.6 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 9.3 and 9.4. If the Customer withdraws consent, this will be regarded as a termination of the Agreement.

10. Enquiries regarding the AutoBizz ® 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 use of the AutoBizz ® transponder, the Agreement and payment collections by Operators. BroBizz A/S will as far as possible assist the Customer with answering questions and complaints.

10.2 Objections 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 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 Klageløsning), 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. When filing the complaint, you 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 if the Customer is a Customer residing in another EU country. You may file your complaint here - <http://ec.europa.eu/odr>. You must state BroBizz A/S email address 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, you will have access to complain to the Consumer Complaints Board (Forbrugerklagenævnet) via www.forbrug.dk.

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 at www.brobizz.com, see Section 10.4. 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.

10.4 Using the AutoBizz® transponder

An overview of the Customer's use of the AutoBizz® transponder or the Agreement can be found at BroBizz A/S' self-service page under „My Account“.

10.5 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.

II. Legal jurisdiction and applicable law

11.1 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.

11.2 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 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. In addition, reference can be made to www.brobizz.com for further details.

Appendix I: Definitions of key terms

The „Agreement“ is this AutoBizz ® Private agreement.

The „AutoBizz® number“ is the AutoBizz ® transponder's unique serial number.

The „AutoBizz® transponder“ is a DSRC transponder that communicates with the Operator and registers the passage etc.

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

ForSea Helsingborg AB is the operator of the Helsingør–Helsingborg and Helsingborg-Helsingør ferry service, as well as the issuer of the AutoBizz®-transponder. In pursuance of the agreement, ForSea Helsingborg AB has assigned the role of issuer, and administrator of charging, and billing the customer's consumption with the AutoBizz®transponder to BroBizz A/S

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

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