

A/S STOREBÆLT

TERMS AND CONDITIONS FOR STOREBÆLT PENDLER (COMMUTER)

1. Agreement

- 1.1. These conditions (the "Agreement") apply to your ("the Customer") use of the product Storebælt Pendler (Commuter) ("the Product"). The Product is offered to companies and self-employed persons. The Product is made available through A/S Storebælt, Central Business Register No 10634970, Storebæltvej 70, 4220 Korsør, email: erhverv@sbf.dk. The Agreement is concluded between A/S Storebælt and the Customer; however, the Agreement is managed by the issuer chosen by the Customer on behalf of A/S Storebælt, see Agreement point 1.2.
- 1.2. On A/S Storebælt's website, the Customer can find an up-to-date list of issuers that have entered into an agreement with A/S Storebælt concerning the administration of this Agreement on behalf of A/S Storebælt.

This Agreement is managed by the following issuer:

Brobizz A/S
CVR no. 31 85 48 22
Vester Søgade 10, DK-1601 København V
btb@brobizz.com
Hereinafter referred to as ("the Issuer")

It is a condition for entering into the Agreement and using the Product that the Customer has a functioning and active bizz from the Issuer that is approved by A/S Storebælt; meaning a transmitter that can communicate with A/S Storebælt's toll station and register the Customer's passage ("bizz"). The specific bizz must be used in the vehicle during the passage across Storebælt. It is also a condition for using the Product that the Customers ensures that the bizz is used in accordance with the terms agreed with the Issuer when using the bizz for passage across Storebælt.

- 1.3. The Agreement will remain valid until terminated. The Customer may terminate the Agreement by giving notice for expiry at the end of the current Term, whereas A/S Storebælt or the Issuer on behalf of A/S Storebælt may terminate the Agreement with one (1) months' notice. Termination of use of the Product in itself is not a cancellation; however, A/S Storebælt or the Issuer on behalf of A/S Storebælt reserves the right to terminate the Agreement at its own discretion without any notice if the Customer has not used the Agreement for more than twelve (12) consecutive months.
- 1.4. A/S Storebælt has the right to amend the terms of the Agreement and change the prices for the Product giving one (1) month's notice. However, notice will not be given for changes in prices for the Product if said changes only constitute annual price adjustments in accordance with Agreement point 2.3. A/S Storebælt or the Issuer on behalf of A/S Storebælt will contact the Customer giving notice of

any new terms, if relevant, which notice can be sent by regular mail, email or SMS. Any changes that do not disadvantage the Customer may take place without any notice by publication on A/S Storebælt's and/or the Issuer's website. Changes may, among other things, be made to respond to inflation, to cover external costs in connection with the Product, as a result of changed taxes and duties, as a result of changes to the Product and as a result of changes to legislation, regulation or practice.

- 1.5. The Agreement is non-transferable for the Customer. A/S Storebælt is entitled to transfer the Agreement in whole or in part to other companies within the Sund & Bælt Group without the consent of the Customer.
- 1.6. The Customer is responsible for the information provided being correct and up-to-date. The Issuer must be notified of any changes to this information.

2. Description of the Product

- 2.1. When entering into the Agreement, the Customer must choose whether the Product shall be subject to a term of between 30 and 60 days ("the Term"), when the Term shall take effect, and whether to automatically extend the Term when such a Term expires. A Term can only be extended automatically by 30 days at a time. If the Customer has chosen the automatic extension, the new Term shall start on the day following the expiry of the previous Term. If the Customer has not chosen automatic extension, the Customer may extend the Term by contacting the Issuer via email btb@brobizz.com or phone 70 80 80 81.
- 2.2. The Product gives the right to an unlimited number of passages across Storebælt during the Term for a motorcycle or a passenger car/van less than 6 metres in length.
- 2.3. In order to be entitled to the Product, an amount must be paid on the first day of every Term to the Issuer on behalf of A/S Storebælt for the Customer's use of the Product ("the Agreed Price") in accordance with Agreement point 3.1. The applicable prices for the Product in force at any time are found on Storebælt or the Issuer's website: [Brobizz.com](https://brobizz.com) or can be obtained by contacting Storebælt or the Issuer. The Product price is adjusted annually (on 1 January) in accordance with the net price index, but not if said index is negative.
- 2.4. The Product only applies to the vehicle that the Customer stated when entering the Agreement. The Customer may change the registration number of the vehicle twice during each Term. The registration number must be changed using the Issuer's self-service system: Brobizz.com. If the Agreement relates to a vehicle less than 3 metres in length and the Customer changes the registration number to a vehicle exceeding 3 metres in length, any passage with such a vehicle shall not be part of the Agreement, and instead the Customer must pay the current price for such passage less the discount associated with the bizz.
- 2.5. The Customer's passage shall NOT be part of the Agreement in the following situations, see Agreement points 2.5.1-2.5.2:
 - 2.5.1. The Customer's passage shall not be part of the Agreement if, at the time of passage, the Customer:
 - a) uses the bizz associated with the Agreement in another vehicle than the one the Customer stated, see Agreement point 2.4, or
 - b) uses the bizz of the vehicle in question with, for instance, a trailer or a caravan, or

- c) otherwise uses the Product contrary to the Agreement.

The Customer must instead pay the current list price for the passage (less the discount associated with the bizz in question, if relevant, see Agreement point 2.6).

- 2.5.2. The Customer's passage shall not be part of the Agreement if, at the time of passage, the Customer:
- a) does not use the bizz associated with the Agreement, or
 - b) uses an inactive bizz or a bizz which is otherwise not functional.

The Customer must instead use other means of payment for the passage through Storebælt's toll station.

- 2.6. During the times when the Customer is not using this Agreement, for instance in between terms, the Customer may - if the Customer crosses Storebælt - obtain the advantages and discounts subject to, for instance, A/S Storebælt's "Terms and conditions for Storebælt Erhverv (Business)". However, a condition for this is that Customer has entered into the agreement with A/S Storebælt concerning the other product. If the Customer has several agreements with A/S Storebælt in addition to this Agreement, this Agreement takes precedence unless the Customer does not meet the conditions for using said Agreement.

3. Payment and complaints

- 3.1. Invoicing and payment take place through the Issuer according to the conditions that the Issuer has established in this respect. If the Customer has associated a payment card with the bizz, the Agreed Price will be withdrawn automatically from said payment card. The Customer may at any time withdraw its consent to the automatic withdrawal of the payment from the payment card by terminating the Agreement by contacting the Issuer. The Customer is responsible for keeping payment card information up-to-date with the Issuer when said payment card expires, is blocked or is lost.
- 3.2. Complaints about a Storebælt crossing must be submitted to A/S Storebælt at erhverv@sbfdk as soon as possible after the Customer becomes aware of the circumstances leading to the complaint. A complaint submitted within 60 days is timely.

4. A/S Storebælt's use of customer information

- 4.1. Processing personal data from the Customer, including contact details, the vehicle registration number, the serial number of the Customer's bizz as well as customer number with the company issuing the bizz, is a condition for the Issuer's administration and maintenance of the Agreement with the Customer, see Agreement point 1.1.
- 4.2. A/S Storebælt's privacy policy - <https://storebaelt.dk/en/privacy-policy-for-storebaelt-dk> - elaborates on A/S Storebælt's processing of the Customer's personal data, including the type and category of personal data processed by A/S Storebælt as well as the purpose, legal basis and information on when and for which purposes personal data is exchanged between A/S Storebælt and the Issuer. The Customer may also find additional information on its rights under the current legislation on personal data.

The Customer may find information about the Issuer's processing of the Customer's information in relation to the Agreement in the Issuer's privacy policy - <https://brobizz.com/en/about/privacy-policy/>.

5. Breach of contract

- 5.1. I tilfælde af væsentlig misligholdelse af Aftalen kan A/S Storebælt eller Udsteder på vegne af A/S Storebælt opsige Aftalen med øjeblikkelig virkning.
- 5.2. The following circumstances, among others, will be considered as material breach:
Submission of incorrect or misleading information.
Using the Product for other vehicles than the ones stated by the Customer.

6. Handling of complaints

- 6.1. The customer is always welcome to contact the Issuer's customer service in case of complaints, and the Issuer will handle the Customer's complaint on behalf of A/S Storebælt. The Issuer's customer service may be contacted at kunde@brobizz.com.
- 6.2. If the complaint cannot be resolved, and the Customer is a consumer, complaints may be made to Center for Klagekløsning (the Consumer Complaints Board), Toldboden 2, 8800 Viborg, if the conditions for making a complaint are met. The customer may complain to the Danish Competition and Consumer Authority via www.forbrug.dk.
- 6.3. If the Customer is a consumer, the Online Dispute Resolution of the European Commission can also be used to file a complaint. This is of particular relevance if the Customer is a consumer resident in another Member State. The Customer may use the following link for filing the complaint: <http://ec.europa.eu/odr>. Please refer to our email address when filing a complaint: kunde@brobizz.com.

7. Jurisdiction and applicable law

- 7.1. This agreement is governed by Danish law. If the Customer is a consumer, applicable law is subject to the mandatory rules regarding consumer protection applicable in the country of the Customer's residence.
- 7.2. Any disputes between the Customer and A/S Storebælt in connection with the Agreement shall be decided before the Copenhagen City Court. If the Customer is a consumer, any disputes shall be decided in the Customer's jurisdiction.
- 7.3. Enquiries from the Customer regarding Agreement point 7 can be made to A/S Storebælt at telephone +45 70 15 10 15, at erhverv@sbf.dk, or in writing to A/S Storebælt, Storebæltvej 70, 4220 Korsør.

Please go to www.storebaelt.dk for more information.

These conditions apply from May 1, 2023.