

# TERMS & CONDITIONS

## BROBIZZ® ERHVERV (BUSINESS)

### Introduction

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

### I. 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 BroBizz® transponder, Number Plate Recognition and the use of Requisitions. This Agreement may only be undertaken by companies and self-employed persons. The Customer may choose to use both the BroBizz® transponder, Number Plate Recognition or Requisitions as means of identification, or either one. As part of the Agreement, BroBizz A/S enters into agreements with Operators about discounts and other advantages when using the BroBizz® transponder and/or Number Plate Recognition with the Operator in question, see Section 1.8. In case of conflict between the Agreement and the parties' other contractual conditions, then the other agreed conditions prevail.
- 1.2 Agreement period and notice  
The Agreement will remain valid until terminated, which both parties can do with 14 days' notice.
- 1.3 Credit assessment  
Prior to entering an Agreement for payment by invoice (see Section 5.3), BroBizz A/S may carry out a credit assessment on the Customer. BroBizz A/S may also, from time to time, seek information on the Customer's financial situation. BroBizz A/S reserves the right to demand collateral from the Customer when entering the Agreement and thereafter.
- 1.4 Assignability  
The Agreement cannot be assigned to a third party by the Customer. BroBizz A/S is entitled to assign its rights and obligations under the Agreement without the consent of the Customer.
- 1.5 Information to be provided when concluding the Agreement  
When concluding the Agreement, the Customer is required to disclose the vehicle's registration number. BroBizz A/S reserves the right to require, apart from contact information, etc., additional information about the vehicle, such as weight and environmental class, depending on the Operator for which the vehicle is to be used.
- 1.6 Information provided in cases of incorrect amounts collected  
The Customer must always check that the Customer pays the correct price for the passage/service corresponding to the Operator rates for the Customer's vehicle weight and size, etc. If there is an incorrect charge, the Customer is obliged to inform BroBizz A/S so that there can be payment/reimbursement in accordance with the correct price for the vehicle in question.
- 1.7 Changes to Customer information  
The Customer is responsible for ensuring that all information provided (incl. email address) is correct and up to date. The registered information can be found at the BroBizz A/S self-service page, located at [www.brobizz.dk](http://www.brobizz.dk), or in the BroBizz App, where the Customer can also update his information, see also Section 11.3. It is the responsibility of the Customer to notify changes to the associated payment card, as well as the vehicle registration number and other information as may be required by the Customer under Section 1.5. If the Customer has registered a vehicle's registration number to a BroBizz® transponder or has chosen Number Plate Recognition, the Customer is obligated to delete this information via BroBizz A/S' self-service page if the Customer no longer has the vehicle at its disposal, see also Section 3.2.
- 1.8 Rebate agreements  
BroBizz A/S may enter into discount agreements with Operators who provide the Customer discounts and other advantages using the BroBizz® transponder and/or Number Plate Recognition 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 using the BroBizz® transponder and/or Number Plate Recognition. 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 on this. The Customer can always find information about discount agreements on [www.brobizz.com](http://www.brobizz.com) or in the BroBizz App.
- 1.9 Agreements between Customer and Operator  
If the Customer without BroBizz A/S' knowledge - has entered into a discount agreement directly with an Operator, the Operator shall include the discount in the amount, the operator charges from the Customer through BroBizz A/S. In the relation between the Customer and BroBizz A/S, it is not an incorrect

charge if the charge has been done pursuant to the standard price stated for passages, etc. for the vehicle in question excluding subscription of 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 the Operator offering the discount agreement and the Customer, see also Sections 4.4 and 11.2.

### 2. Special conditions for the BroBizz® transponder

- 2.1 Supply of the BroBizz® transponder  
If the Customer has chosen a BroBizz® transponder as a means of identification when the Agreement is concluded, an agreed number of BroBizz® transponders are provided to the Customer. The BroBizz® transponders remain the property of BroBizz A/S at all times. If a BroBizz® transponder is not returned undamaged, BroBizz A/S is entitled to compensation from the Customer. The compensation is DKK 200 per BroBizz® transponder. Other transponders that may be provided to the Customer are issued on special terms.
- 2.2 Installation of the BroBizz® transponder  
The Customer is obliged to mount the BroBizz® 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, then there is a risk that the Operator will register the vehicle's passage on several transponders, including on the BroBizz® transponder. Such charge shall not be deemed unjustified and thus, is the Customer's own responsibility.
- 2.4 Loss of the BroBizz® transponder  
If the BroBizz® transponder is lost, for example through theft from the vehicle or premises where the BroBizz® transponder is stored, or the Customer is otherwise aware of its misappropriation or unauthorised use, the Customer must immediately inform BroBizz A/S by telephone on +45 70 20 70 49 or at [www.brobizz.dk](http://www.brobizz.dk). BroBizz A/S will then blacklist the BroBizz® transponder, so that it cannot be used. There can be up to 24 hours delay before the blacklist comes into force with the Operators.

### 3. Special conditions for Number Plate Recognition

- 3.1 Terms and conditions for choice of Number Plate Recognition  
In order to be able to choose Number Plate Recognition as a means of identification, all the vehicles that the Customer wishes to connect to the Agreement, must be approved for Number Plate Recognition. The Customer must also have a local agreement with the Operator(s) where the Number Plate Recognition will be used. At [www.brobizz.com](http://www.brobizz.com), the Customer can find, at any time, a list of vehicles approved for Number Plate Recognition. Transfer of the Agreement to another vehicle may only take place when the vehicle in question has been approved for Number Plate Recognition.
- 3.2 Obligations of the Customer  
The Customer is obliged to ensure that the information concerning the number plate of the vehicle is updated at any time, including upon sale of the vehicle. Update of the number plate information can be made at the self-service page of BroBizz A/S at [www.brobizz.com](http://www.brobizz.com) or in the BroBizz App. BroBizz A/S is entitled to collect a charge if the Customer sells a vehicle connected to the Agreement with Number Plate Recognition without updating the information at the self-service page of BroBizz A/S at [www.brobizz.com](http://www.brobizz.com) or in the BroBizz App at the latest upon transfer of the vehicle.

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

### 4. Use of the BroBizz® transponder, Requisitions and Number Plate Recognition

- 4.1 The BroBizz® transponder and Requisitions as a means of identification  
The Customer may use the BroBizz® transponder and Requisitions as a means of identification with the Operators, with which BroBizz A/S has an affiliation agreement, including BroBizz A/S' partners at EasyGo and – by special agreement – EasyGo+. Some Operators require that the Customer only uses the BroBizz® transponder and Requisitions in the vehicle which was registered with BroBizz A/S (see Section 1.5).
- 4.2 Number Plate Recognition as a means of identification  
The Customer may use Number Plate Recognition as a means of identification with Operators with which BroBizz A/S has an agreement concerning Number

Plate Recognition and with which the Customer has a local agreement, if this is required by the Operator. At [www.brobizz.com](http://www.brobizz.com) the Customer can, at any time, find a list of Operators with which BroBizz A/S has an agreement concerning Number Plate Recognition.

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

The Operators offering use of both the BroBizz® transponder and Number Plate Recognition at the Customer's passage/service will inform the Customer by posting of signs at the Payment Facilities where to inquire in order to be able to pay with the BroBizz® responder and Number Plate Recognition, respectively, for the relevant passage/service.

#### 4.4 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.dk](http://www.brobizz.dk) and [www.easygo.com](http://www.easygo.com), the Customer can find a list of Operators together with links to their websites at any time. BroBizz A/S initiates payment only for the passage/service with the Operator; and in relation to the passage/service, the Customer is therefore only entitled and obliged directly to the Operator in question. Disputes regarding the Customer's passage/use with the Operator are subject to the rules governing the passage/service of the Operator. BroBizz A/S accepts no liability for the passage/service, however see Section 9.1.

#### 4.5 Multiple passages/services

When the BroBizz® transponder Number Plate Recognition or Requisitions are used for multiple passages/services with one Operator within one month, the payment for the relevant passages/services with the Operator can be collected as one amount via BroBizz A/S.

### 5. Liability

#### 5.1 The Customer's liability for use

The Customer is responsible for all use within this Agreement, herein use registered with the BroBizz® transponder, Number Plate Recognition or Requisitions, until the Agreement is terminated or the Customer requests BroBizz A/S to blacklist the BroBizz® transponder and/or Number Plate Recognition, however, subject to a 24 hour delay. However, see also Section 9.1. BroBizz A/S is liable for misuse of the BroBizz® transponder, Number Plate Recognition after 24 hours of receipt of the Customer's notification.

### 6. Payment Terms

#### 6.1 Payment for use

Payment for a passage/service with an Operator, where the BroBizz® transponder or/ and Requisitions are used as a means of identification, etc., is done through BroBizz A/S according to the applicable rates of the 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.

#### 6.2 Payment by debit/credit card

If the Customer has agreed payment with a debit/credit card, payment for passage/service is made via the designated payment card immediately after the BroBizz® transponder, Number Plate Recognition or the Requisitions have been used. BroBizz A/S will subsequently issue the specification to the Customer. The specification appears from "My Account" under "Payments". Upon enquiry to [kundeservice@brobizz.com](mailto:kundeservice@brobizz.com), the specification can be sent by email or ordinary post, subject to a fee.

#### 6.3 Payment through invoice

If the Customer has agreed payment by invoice, this is undertaken by BroBizz A/S according to the agreed terms and at the agreed intervals. BroBizz may claim a fee for payment by invoice, if the Customer in one (1) year has not used the BroBizz® transponder, Number Plate Recognition or the Requisitions above a certain amount limit.

#### 6.4 Currency conversion

Where Operator payment is required in currencies other than the currency set for the Agreement, the price of passage/service with the Operator in question is converted from that currency to the Agreement currency using the official exchange rate at the end of the previous month, plus 1%.

#### 6.5 The Customer's agreement with the Operator

Where the Customer has entered into an agreement directly with an Operator, 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 Operator. BroBizz A/S has no control over and therefore no responsibility for direct charges from an Operator.

### 7. Fees

In instances of late payment, there will be a fee of DKK 100 for the first reminder and DKK 100 for other reminders. The payment is always first applied to accrued interest and fees and after that instalments of the principal amount. Interest levied for late payment is charged from the date that payment becomes due at the rate set out in the law on interest.

BroBizz A/S furthermore charges fees for a number of services in connection with the Agreement pursuant to the list of fees.

### 8. Breach of contract

#### 8.1 Termination of the Agreement

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

#### 8.2 Factors considered to be material breach

The following factors shall a.o. be considered to be a material breach:

- The Customer's failure to pay in a timely manner.
- Failure to report information as referenced in Sections 1.5-1.7.
- The Customer is put into administration or is declared bankrupt.

### 9. Liability

#### 9.1 BroBizz A/S' compensation liability

BroBizz A/S disclaims any liability for use of the BroBizz® transponder and Number Plate Recognition, unless the condition is due administrative errors at BroBizz A/S. With regard to a failed blocking of the Agreement or after receipt of a request to block, see Sections 2.4 and 5.1.

### 10. Use and sharing of information about the Customer

#### 10.1 Collecting information from the Customer

When concluding the Agreement, the Customer must provide a range of information to the administration of the Agreement, including the company name, company registration (CVR) number, contact person, any payment card number and registration number as well as other information (see Section 1.5). Contact information may also be used by BroBizz A/S for informational purposes for the Customer and for the preparation of general analyses of use patterns, survey of customer segments, etc. with a view to support the operation and marketing of BroBizz A/S and BroBizz A/S' partners. If the Customer has given consent, BroBizz A/S, may send newsletters and promotions to the Customer by mail or email.

#### 10.2 Consideration of information from Operators

BroBizz A/S receives information from Operators on the use of the BroBizz® transponder, Number Plate Recognition and Requisitions, including the BroBizz® number, time and location of passage/service. Depending on the Operator, BroBizz A/S may also receive the vehicle registration number. The information is used for the implementation of the payment, and, in accordance with applicable laws, for the preparation of general analyses of use patterns, survey of customer segments, etc. with a view to support the operation and marketing of BroBizz A/S and BroBizz A/S' partners. In case of objections, etc. from the Customer in accordance with Section 11.1, BroBizz A/S can require further documentation, including photographs. The information is also used for forwarding service announcements via SMS in accordance with Section 11.3.

#### 10.3 Disclosure of Customer Information

Information on the Customer's Agreement with BroBizz A/S can be provided to Operators a.o. for the purpose of validation, enforcement or updating of information. By acceding to the Agreement, the Customer consents to the exchange of information.

#### 10.4 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 acceding to the Agreement, the Customer consents to the exchange of information.

#### 10.5 Blacklist

If the chosen means of identification or the Agreement has been blocked, BroBizz A/S sends the BroBizz® transponder identification number and/or the vehicle's

registration number to the Operators to prevent the BroBizz® transponder and/or Number Plate Recognition from being used for passage, etc. after being blocked.

- 10.6 Customer's rights according to the Act on the Processing of Personal Data  
According to the Act on the Processing of Personal Data, the Customer has a.o. right of access to the registered information and may also at any time object to the processing of Customer's information. BroBizz A/S' contact information is found at the end of this Agreement. Moreover, the Customer may withdraw consent under Sections 10.3 and 10.4. If the Customer withdraws consent, this will be regarded as the Customer's termination of the Agreement pursuant to Section 1.3.

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

- 11.1 Questions and objections raised over the use of BroBizz® transponder and Number Plate Recognition, etc.  
The Customer can always contact BroBizz A/S with questions about the Agreement, discount agreements, the use of the BroBizz® transponder, Number Plate Recognition or Requisitions and payment demands by the Operators. BroBizz A/S will, as far as possible, assist the Customer with answering questions and complaints.
- 11.2 Objections and appeals, etc.  
BroBizz A/S considers the Customer's objections, appeals, etc. relating to the use of the BroBizz® transponder, Number Plate Recognition or the Agreement. The Customer's objections, appeals, etc. about the passage/service itself with an Operator, including wrongly settled discounts, etc., See Section 1.9., are solely a matter between the Customer and the Operator in question. The Customer's objections, appeals, etc. concerning the actual passage/service are considered and therefore finally determined by the Operator in question.
- 11.3 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](http://www.brobizz.com), see however Sections 10.4-10.5. BroBizz A/S furthermore reserves the right to have access to sending service notifications to the Customer via SMS 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 BroBizz A/S being allowed to send service notifications about the conditions mentioned above based on location data. The access to sending SMS will only be used for marketing purposes if the Customer has given consent for this purpose.
- 11.4 Use of the BroBizz® transponder and Number Plate Recognition  
An overview of the Customer's use of the BroBizz® transponder, Number Plate Recognition and/or Requisitions can be found at BroBizz A/S' self-service page under "My Account".
- 11.5 Changes to terms and conditions, etc.  
BroBizz A/S may change the Agreement, including the fees, giving fourteen (14) days' notice. Notification of new terms and other messages to the Customer can be sent by regular mail, email and SMS, possibly in combination with "My Account".
- 11.6 Invoices and statements  
Invoices are sent to the email address that the Customer has provided to BroBizz A/S. Account statements are made available to the Customer through "My Account".
- 11.7 Deadline for complaints  
If the Customer wishes to raise an objection concerning a charge, it must be done within 30 days of the Customer's receipt of the invoice. In other instances, the specified deadlines are calculated from the time that the information is made available via "My Account".

## 12. Legal jurisdiction and applicable law

- 12.1 The Agreement  
The Agreement between the Customer and BroBizz A/S is subject to Danish law. Disputes are brought before the Copenhagen City Court.
- 12.2 Passage/service  
Disputes concerning passages/services with an Operator are subject to the rules agreed between the Customer and the Operator and the rules that otherwise are applicable for the passage/service in question.

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

## Appendix I: Definition of key terms

The "Agreement" is this BroBizz® agreement.

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

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

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 BroBizz® transponder and/or Number Plate Recognition and/or Requisitions 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.

"Requisition" represents a code, etc., ordered with an Operator, that gives access to use of Payment Facilities