

**BROBIZZ A/S**

## Terms and conditions Brobizz® private

These terms and conditions apply from 22 May 2023.

### Introduction

The definitions used can be found in Appendix 1 of the Agreement.

## 1. The agreement

### 1.1 Parties and object of the Agreement

These terms and conditions apply to the Agreement between Brobizz A/S and the Customer regarding the Customer's use of the Bizz transmitter and Number Plate Payment Agreement. The Customer can choose to associate both Products as means of identification, or one of these. As part of the Agreement, Brobizz A/S has concluded agreements with Operators for discounts and other benefits when using the Products with the relevant Operator, see point 1.7. In the event of a conflict between the Agreement and the parties' other agreed terms and conditions, the other agreed terms and conditions take precedence.

### 1.2 Consumer agreement

The Agreement may not be used for commercial activities. If this happens, Brobizz A/S reserves the right to terminate the Agreement.

### 1.3 Agreement period and notice of termination

Unless otherwise agreed, the Agreement runs until it is terminated. The Customer may terminate the Agreement without notice, while Brobizz A/S may terminate the Agreement by giving two months' notice.

Once the notice of termination has expired, the Agreement will end and/or the Product will be closed. The Customer can also request that a Product be closed separately, without the Agreement ending in its entirety.

If an Agreement is terminated where the Customer has chosen a Bizz transmitter as means of identification or the Customer has requested that the Bizz transmitter be closed and the Agreement was concluded before 1 February 2021, the Customer may receive a demand for the return of the Bizz transmitter in an undamaged condition upon termination of the Agreement or upon closure of the Bizz transmitter, cf. point 2.6. Upon fulfilment of the requirement, any deposit paid will be returned without the addition of interest to the bank account specified by the Customer. In the event of non-fulfilment within 60 days of the demand being sent, Brobizz A/S reserves the right to retain the Customer's deposit.

If the Agreement was concluded after 1 February 2021 and the Customer has chosen a Bizz transmitter as a means of identification, the Customer is not obliged to return the Bizz transmitter upon termination of the Agreement or closure of the Bizz transmitter.

Brobizz A/S reserves the right to, at its own discretion, terminate the Agreement or close the Products associated with the Agreement without notice in the event that the Customer has not used the Product(s) associated with the Agreement:

- for more than thirty-six (36) consecutive months of "inactivity" if the Customer has a Bizz transmitter, and/or
- for more than eighteen (18) consecutive months of "inactivity" if the Customer has a Number Plate Payment Agreement.

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### Brobizz A/S

In the event of termination of the Agreement or closure of the Products as a result of inactivity, the Bizz transmitter will be closed and the possibility of using Number Plate Payment will end.

If no Products are associated with the Agreement for a period of more than three (3) months, Brobizz A/S may terminate the Agreement without notice.

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

The Customer must always check that they pay the correct price for the trip/service corresponding to the Operator's prices for the weight and size of the vehicle, etc. If the incorrect price is charged, the Customer must notify Brobizz A/S or the relevant Operator so that a payment/refund can be made in accordance with the correct price for the vehicle in question.

#### **1.6 Changing and updating the Customer's information**

The Customer is responsible for ensuring that all of the information they provide (including e-mail address) is correct and up-to-date. The information registered can be found via Brobizz A/S's self-service page at [www.brobizz.com](http://www.brobizz.com), or in the Brobizz app, where the Customer can also update their information, see also point 11.3. Accordingly, the Customer is responsible for updating their payment card information, information about the vehicle's registration number, and other information that the Customer is required to provide for Brobizz A/S's administration and maintenance of the Agreement, cf. point 10. If the Customer has provided incorrect, inaccurate, or outdated information, Brobizz A/S may block or close the Product(s) linked to the Agreement without notice, and Brobizz A/S also has the right to cancel the Agreement, see point 8.

#### **1.7 Discount agreements**

Brobizz A/S may conclude discount agreements with Operators to give the Customer discounts and other benefits when using the Products for trips using the relevant Operator. 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 benefits that the Customer can obtain from the Operator when using a Product. 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 consented to this. The customer can, at any time, find information about discount agreements at [www.brobizz.com](http://www.brobizz.com) or in the Brobizz app.

#### **1.8 Agreements between the Customer and Operator "Local Agreement"**

If the Customer has concluded a Local Agreement with an Operator, it is the Operator who takes into account any agreed discount warranted by way of the relevant Local Agreement between the Customer and the Operator, upon which the Customer will be charged the amount minus the discount 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 for the vehicle in question – in accordance with the normal price indicated for the trip, etc. – if the Customer is not signed up to Local Agreements or other special price agreements. In cases where the Customer does have other agreements in place, the price difference is outside of Brobizz A/S's control and is solely a matter between the Operator offering the Local Agreement and the Customer, cf. also points 4.4 and 11.2.

## **2. Special conditions for the Bizz transmitter**

### **2.1 Delivery of the Bizz transmitter**

If the Customer has chosen a Bizz transmitter as a means of identification when concluding the Agreement,

the Bizz transmitter is supplied to the Customer in return for a payment of DKK 200. The Bizz transmitter is then the property of the Customer. If the Agreement was concluded before 1 February 2021, the Bizz transmitter will have been supplied to the Customer in return for a deposit of DKK 200, unless otherwise specifically agreed with the Customer, e.g. in connection with a special offer. In this case, the Bizz transmitter belongs to Brobizz A/S and must therefore be returned to Brobizz A/S upon termination of the Agreement, cf. point 1.3, or if the Bizz transmitter is closed. Payment in connection with delivery of the Bizz transmitter is made via the payment card that the Customer has designated for use for payment.

## **2.2 Mounting the Bizz transmitter**

When in use, the Customer is obliged to mount the Bizz transmitter in their windscreen as indicated in the installation instructions.

## **2.3 Carrying multiple transmitters**

No more than one transmitter may be carried in the vehicle when passing the Payment Infrastructure. If multiple transmitters are carried, there is a risk that the Operator will register the trip on multiple transmitters as the vehicle passes. Such a charge is not considered unjustified and is thus the Customer's own responsibility.

## **2.4 Loss of the Bizz transmitter and misuse of the Agreement**

If the Bizz transmitter is lost, e.g. in the event of the vehicle or premises where the Bizz transmitter is stored being broken into, or the Customer otherwise becomes aware of the unauthorized appropriation or use of the Bizz transmitter or the Agreement, the Customer must close the Bizz transmitter as soon as possible via Brobizz A/S's self-service solution at [www.brobizz.com](http://www.brobizz.com) or in the Brobizz app. The customer can also contact Brobizz A/S by calling +45 70 20 70 49 or via [www.brobizz.com](http://www.brobizz.com). Brobizz A/S will then close the Bizz transmitter so that it can no longer be used.

## **2.5 Warranty**

Brobizz A/S guarantees that the Bizz transmitter will work for three years from the conclusion of the Agreement or from the date the Customer orders a new Bizz transmitter, cf. point 2.6. However, the warranty does not apply if the lack of functionality of the Bizz transmitter is due to the Customer's mishandling, damage to the Bizz transmitter, or other circumstances that can be attributed to the Customer's negligence.

## **2.6 Ordering a new Bizz transmitter**

The Customer can order a new Bizz transmitter via [www.brobizz.com](http://www.brobizz.com) or in the Brobizz app for a charge of DKK 200. This way, the Customer also has the option of linking multiple Bizz transmitters to the Agreement.

Brobizz A/S recommends that the Customer order a new Bizz transmitter to replace a Bizz transmitter associated with the Agreement and block or close it if necessary for one of the following reasons:

- the Bizz transmitter will soon run out of battery;
- when necessary due to new authority requirements;
- when necessary due to new requirements from Operators or partners;
- when necessary for other reasons which are beyond Brobizz A/S's control.

Brobizz A/S will notify the Customer by e-mail, post, and/or SMS at least two months before blocking or closing the Bizz transmitter. The Customer will also be informed about the procedure for ordering a new Bizz transmitter, cf. the above. If the Agreement was concluded before 1 February 2021, the Customer may also receive a demand for the return of the Bizz transmitter to Brobizz A/S in an undamaged condition, cf. point 1.3.

If a Bizz transmitter is closed or blocked for one of the above reasons before the end of the warranty period, cf. point 2.5, the Customer can order a new Bizz transmitter free of charge.

Notwithstanding point 2.6, the Customer always has the right to terminate the Agreement or request that the Products be closed, cf. point 1.3.

## **3. Special terms and conditions for Number Plate Payment**

### **3.1 Terms and conditions for selecting Number Plate Payment**

In order to select Number Plate Payment as a means of identification, the Customer must have a vehicle that is approved for Number Plate Payment. The Customer can, at any time, find an overview of which vehicles are approved for Number Plate Payment at [www.brobizz.com](http://www.brobizz.com). New vehicles can only be linked to the Agreement if these vehicles are approved for Number Plate Payment.

### **3.2 Customer obligations**

The Customer is obliged to ensure that the information on the vehicle's number plate associated with an Agreement is up-to-date at all times, including when the vehicle is sold. Number plate information can be updated on Brobizz A/S's self-service page at [www.brobizz.com](http://www.brobizz.com), or in the Brobizz app. If the Customer no longer has access to the vehicle, is no longer registered as the user of the vehicle, or is no longer the owner of the vehicle, Brobizz A/S reserves the right to close the Customer's Number Plate Payment Agreement without notice.

The Customer is also obliged, at all times, to ensure that the vehicle's number plate(s) are legible.

## **4. Use of the Bizz transmitter and Number Plate Payment**

### **4.1 The Bizz transmitter as a means of identification**

The Customer can use the Bizz transmitter as a means of identification with Operators with whom Brobizz A/S has an agreement on the same.

### **4.2 Number Plate Payment as a means of identification**

The Customer can use Number Plate Payment as a means of identification with Operators with whom Brobizz A/S has an agreement on the same. The Customer can, at any time, find an overview of Operators with which Brobizz A/S has an agreement regarding Number Plate Payment at [www.brobizz.com](http://www.brobizz.com).

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

The Operators who can offer the use of both Products for the Customer's trip/service will use signage in/at the Payment Infrastructure to inform the Customer about what the Customer should do in order to pay using their Bizz transmitter or Number Plate Payment for the trip/service in question.

### **4.4 Rules for using the Payment Infrastructure**

The use of Payment Infrastructure or other services will be subject to the terms and conditions set by the individual Operator. The Customer can, at any time, find a list of Operators with links to their websites at [www.brobizz.com](http://www.brobizz.com). Brobizz A/S alone initiates the payment for the trip/service in question with the Operator and, in relation to the trip/service, the Customer is therefore only entitled and obligated directly to the Operator in question in the event of queries and issues relating to the charge for the trip/service. Disputes regarding the Customer's trip/use with the Operator are subject to the set of rules that apply to the trip/service in question. Brobizz A/S is not responsible for the trip/service, see however point 9.1.

### **4.5 Multiple trips/services**

When using the Products for multiple trips/services with one Operator within one month, payment for the trips/services in question with the Operator will be made collectively via Brobizz A/S.

## 5. Liability

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

The Customer is responsible for the authorised use of the Products, unless the amount charged is higher than that agreed or exceeds an amount that the Customer could reasonably expect, cf. also point 1.8. The Agreement is solely for the personal use of the Customer and members of their household, cf. however point 1.4. If the Agreement is used by a member of the Customer's household, which has been entrusted with the Bizz transmitter or the Customer's vehicle with associated Number Plate Payment Agreement, then this use is considered authorised by the Customer.

### 5.2 The Customer's liability for unauthorised use

The Customer is responsible for unauthorised use of the Products by others if the Customer has acted fraudulently, intentionally failed to use the Products in accordance with the Agreement, or intentionally failed after having become aware of this, to notify Brobizz A/S as soon as possible of the loss, theft, or other unauthorised appropriation of the Bizz transmitter and/or vehicle or use of the Products, cf. point 2.4.

Brobizz A/S is liable for the unauthorised use of the Products outside of the above situations and for unauthorised use that takes place after Brobizz A/S is notified by the Customer.

Brobizz A/S may require more detailed information about the circumstances of the unauthorised use, e.g. a copy of police reports, etc.

### 5.3 Deadline for complaints

If the Customer wishes to object to a payment, this must be done as soon as possible after the payment appearing in Brobizz A/S's self-service solution at [www.brobizz.com](http://www.brobizz.com) or in the Brobizz app, in the Customer's online bank, or that the Customer receives an account statement regarding the payment card used (whichever occurs first). Complaints must be made within 60 days to be considered timely. The Customer's lack of awareness of a notified payment does not justify a complaint being raised with Brobizz A/S after the complaints deadline.

## 6. Payment terms

### 6.1 Payment for use

Payment for a trip/service with an Operator where the Products are used as means of identification, etc., is made via Brobizz A/S according to the current prices of the Operator in question. If Brobizz A/S has entered into a discount agreement with the relevant Operator, the price will be in accordance with the applicable discount agreement. Payment for the trip/service is made immediately after using a Product via the payment card that the Customer has registered for payment. Brobizz A/S subsequently issues a receipt to the Customer. The receipts appear under "Trips and usage" in Brobizz A/S's self-service solution at [www.brobizz.com](http://www.brobizz.com) and in the Brobizz app.

### 6.2 Currency

The Operator's payment is collected in the currency Danish Kroner (DKK). If the settlement is to be made in Swedish Kroner (SEK), the customer must ensure that the discount agreement is set up to Swedish Kroner at the Operator and the payment card is set up to Swedish Kroner at the customer's bank. It is a prerequisite that the Operator and the bank allow this. Brobizz reserves the right to charge a surcharge of 1% in connection with a currency charge in Swedish Kroner (SEK).

### **6.3 The Customer's agreement with the Operator**

If the Customer has concluded a Local Agreement with an Operator other than Brobizz A/S, the Customer can – if agreed with the relevant Operator - be invoiced/charged directly by the same for trips made and services provided pursuant to such an agreement. Brobizz A/S has no influence over and therefore no responsibility for direct payments from an Operator.

## **7. Fees**

Brobizz A/S charges fees for a number of services in connection with the Agreement in accordance with the list of fees available at [www.brobizz.com](http://www.brobizz.com).

## **8. Breach and other powers/obligations**

### **8.1 Termination of the Agreement**

In the event of a significant breach of the Agreement, Brobizz A/S may terminate the Agreement with immediate effect. In such cases, the associated Products will be closed immediately and the Agreement will be terminated without notice.

### **8.2 Circumstances that are considered a material breach**

Among other things, the following are considered a material breach of the Agreement:

- The Customer's failure to pay on time.
- Failure to provide or update information, cf. points 1.5 and 1.6.

## **9. Liability**

### **9.1 Brobizz A/S's liability**

Brobizz A/S's liability for damages towards the Customer is in accordance with the general rules of Danish law. Brobizz A/S does not assume any further liability.

If the Agreement was concluded after 1 February 2021 and the Customer has chosen the Bizz transmitter as a means of identification, the Danish Purchase Act, including the act's defect rules, applies to the purchase of the Bizz transmitter, cf. however point 2.5.

### **9.2 The Customer's liability**

The Customer is responsible for taking good care of the Bizz transmitter. If the Customer wants a new transmitter as a result of their Bizz transmitter being damaged or lost, the Customer will be charged an amount of DKK 200 for the new Bizz transmitter, cf. point 2.7.

## **10. Use and exchange of information about the Customer**

### **10.1 Processing of the Customer's personal data**

Processing of the Customer's personal data, including contact information, payment information and, in certain cases, the vehicle's registration number, environmental class, and weight, is a prerequisite for Brobizz A/S's administration and maintenance of the Agreement. This personal data is either provided by the Customer themselves or obtained from other sources.

Brobizz A/S's privacy policy (<https://brobizz.com/om/privatlivspolitik/>) contains detailed information about Brobizz A/S's processing of the Customer's personal data, including the type and category of the personal data that Brobizz A/S processes as well as the purpose and legal basis. In addition, the Customer will find information about their rights in accordance with applicable data protection legislation.

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

### 11.1 Questions and objections regarding the use of the Products, etc.

The Customer can always contact Brobizz A/S with questions about the Agreement, discount agreements, Local Agreements, the use of the Bizz transmitter, Number Plate Payment, and charges from Operators. Brobizz A/S will, as far as possible, help the Customer with their questions and complaints.

### 11.2 Objections, complaints, etc.

Brobizz A/S processes the Customer's objections, complaints, etc. regarding the use of the Products or the Agreement. The Customer's objections, complaints etc. about the actual trip/service with an Operator, including incorrect payments etc., cf. point 1.8, are a matter solely between the Customer and the relevant Operator. The Customer's objections, complaints, etc. regarding the trip/service itself are therefore processed and ultimately decided by the relevant Operator.

If no solution can be found, the Customer can raise a complaint with the Centre for Complaints Resolution, Nævnenes Hus, Toldboden 2, DK-8800 Viborg, Denmark, if the conditions for making a complaint are met. The Customer can complain to the Centre for Complaints Resolution via [www.forbrug.dk](http://www.forbrug.dk). When submitting a complaint, the Customer must state our e-mail address: [kunde@brobizz.com](mailto:kunde@brobizz.com).

The European Commission's online complaints portal can also be used to submit a complaint. This is particularly relevant for Customers residing in another EU country. The complaint can be submitted at <http://ec.europa.eu/odr>. When submitting a complaint, the Customer must state our e-mail address: [kunde@brobizz.com](mailto:kunde@brobizz.com).

### 11.3 Communication with the Customer

Brobizz A/S can exchange information with the Customer via the Brobizz app and Brobizz A/S's self-service solution at [www.brobizz.com](http://www.brobizz.com). Brobizz A/S reserves the right to send service messages to the Customer, e.g. via e-mail, post, or SMS to inform the Customer about relevant local conditions, or when the traffic situation, security considerations, or other special conditions warrant communication in Brobizz A/S's assessment. SMS will be used for marketing purposes only if the Customer has given their consent for this.

If, contrary to expectations, it becomes necessary to initiate a reminder/collection process due to the Customer's non-payment, Brobizz A/S reserves the right to communicate with the customer, e.g. via SMS, post, or e-mail, including by sending reminders, debt collection notices, etc.

### 11.4 Use of the Bizz transmitter and Number Plate Payment

An overview of the Customer's use of the Products can be found on Brobizz A/S's self-service solution at [www.brobizz.com](http://www.brobizz.com) and/or in the Brobizz app.

## 12. Amendments to terms, etc.

### 12.1 Notification of amendments

Brobizz A/S may amend the Agreement, including the fees, by giving one (1) month's notice.

Notification of new terms and conditions and other notices to the Customer can be sent by post, e-mail, or SMS, or be provided on Brobizz A/S's self-service solution at [www.brobizz.com](http://www.brobizz.com) or via the Brobizz app.

Amendments that are not to the Customer's disadvantage can be made without giving prior notice through publication on Brobizz A/S's website.

The introduction of new fees, fee amendments, and amendments to the Agreement may be made to address inflation, calculated from 1 January 2023 (index 100); cover external costs associated with the Product covered by the fee (e.g. changes to postage costs); cover changes in taxes and fees; address changes to the Product; and address changes in legislation, regulation, or practice.

## 13. Jurisdiction and legal venue

### 13.1 The Agreement

The agreement between the Customer and Brobizz A/S is subject to Danish law.

### 13.2 Trip/service

For disputes regarding trips/services with an Operator, the rules agreed between the Customer and the Operator, or the rules otherwise applicable to the trip/service in question apply.

Brobizz A/S can be contacted by calling +45 70 20 70 49, by writing to Brobizz A/S, Vester Søgade 10, DK-1601 Copenhagen V, Denmark, or by sending an e-mail to [kundeservice@brobizz.com](mailto:kundeservice@brobizz.com).

In addition, please refer to [www.brobizz.com](http://www.brobizz.com) for further information.

## Appendix 1:

Glossary of definitions used

The "Agreement" is these terms and conditions for Brobizz Private.

"Payment Infrastructure" is bridges, toll roads, ferries, and other services where payment is required for passage or use of a service.

The "Bizz transmitter" is a DSRC transmitter that can communicate with the Operator and which can record the Customer's trip, etc. A registration number may be associated with the Bizz transmitter. In other contexts, it is also referred to as the Brobizz transmitter.

"Number Plate Payment" is the term for automatic number plate registration that occurs when passing through Payment Infrastructure, whereby the Operator can identify the vehicle and register the Customer's trip, etc.

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

"Blocking" and "Blocking of Product" is when the possibility of using a Product as a means of identification under the Agreement is stopped. Blocking is essentially temporary, but can become a closure.

A "Local Agreement" is an agreement that the Customer has concluded with an Operator.

"Termination" or "Termination of Agreement" is when the Agreement is terminated as a result of cancellation or revocation.

"Closure" and "Closure of Product" is when the possibility of using a Product as a means of identification under the Agreement is stopped. This cannot be reversed.

An "Operator" is a provider of Payment Infrastructure, car parks or other locations where the Bizz transmitter and/or Number Plate Payment can be used as a means of identification.

The "Product" is a Bizz transmitter or Number Plate Payment Agreement.