

## General terms and conditions

### 1. The subscription agreement

**1.1** The subscription agreement may only be signed by an undertaking (the "Customer") and is entered into between the Customer and Øresundsbro Konsortiet, Box 4278, 203 14 Malmö, Sweden. The agreement is a subscription agreement which, inter alia, entitles the Customer to a volume discount based on the number of crossings over the Øresund Bridge each year and access to the benefit programme Club BroPas against payment of an annual subscription fee. Further, the Customer may choose to add the product "Commuter Business" to the subscription agreement, as described in section 2 below.

**1.2** In order to conclude the subscription agreement, the Customer must also enter into, or previously have entered into, an agreement with an issuer of an automatic payment solution. Such agreement can be an ØresundPay Business agreement with Øresundsbro Konsortiet or an agreement with another issuer of a payment instrument that Øresundsbro Konsortiet has approved for the use on the Øresund Bridge (herein referred to as "Payment Instrument" and "Issuer"). This Payment Instrument will be linked to the subscription agreement in connection with the conclusion of the agreement. If the Customer uses a Payment Instrument from an Issuer other than Øresundsbro Konsortiet, such Issuer's terms and conditions shall apply to the Customer's use of the Payment Instrument.

**1.3** The subscription agreement shall apply until terminated by either party. The Customer shall be entitled to terminate the subscription agreement at any time by giving notice by email or letter to Øresundsbro Konsortiet.

**1.4** Øresundsbro Konsortiet shall be entitled to terminate the subscription agreement with immediate effect if the Customer is in material breach of its obligations under the subscription agreement or in the event of any other misuse by the Customer. In addition, Øresundsbro Konsortiet shall be entitled to terminate the subscription agreement with thirty (30) days' notice. Such termination by Øresundsbro Konsortiet shall be notified to the Customer by email or letter.

**1.5** Øresundsbro Konsortiet shall be entitled to make amendments from time to time to the subscription agreement with thirty (30) days' notice by email to the Customer. Øresundsbro Konsortiet shall also be entitled to change the prices for crossings from time to time, effective thirty (30) days after such price changes have been published on Øresundsbro Konsortiet's website ([www.oresundsbron.com](http://www.oresundsbron.com)). Continued crossings by the Customer pursuant to the subscription agreement after such changes have been implemented shall be deemed to imply acceptance by the Customer of the new terms and price changes.

**1.6** The Customer hereby consents to the automatic registration and processing of customer details and crossing data, for the purposes of administering the subscription agreement and for credit information and debt collection purposes. The Customer shall immediately notify Øresundsbro Konsortiet of any changes to the provided customer details. Any change of the specified debit/credit card or change of the linked Payment Instrument shall be notified to the Issuer.

**1.7** Details of crossings made by the Customer and other information about the subscription agreement are available to the Customer on Øresundsbro Konsortiet's online service "My BroPas".

**1.8** The subscription agreement, and the rights and obligations provided therein, may not be transferred to any third party without Øresundsbro Konsortiet's prior consent. A prerequisite for the subscription agreement is that crossings are made by the Customer, the Customer's representatives and employees and employees of companies in the same group as the Customer. Consequently, crossings made by any person or entity outside the above-mentioned group, with a Payment Instrument linked to this subscription agreement, do not entitle a discount.

### 2. Commuter Business

**2.1** The Customer may choose the product "Commuter Business" in connection with the conclusion of the subscription agreement. Commuter Business is a special subscription that gives the Customer's employees a discount on crossings, and which is intended for employees who live on the one side of Øresund and work on the other side. Unless otherwise stated, the other provisions of these general terms and conditions shall also apply if the Customer has chosen Commuter Business.

**2.2** If the Customer chooses Commuter Business, the Customer shall assign one or more registration numbers to the subscription agreement. The Customer is obliged to provide and continuously update the registration numbers via "My BroPas". The Payment Instruments linked to this subscription agreement must be unambiguously linked to the Customer's employees and employees of companies in the same group as the Customer (the users of the agreement). The Customer shall specifically inform the users of the agreement that the users may not lend or otherwise grant use to the Payment Instruments to others, who are not employees of the Customer or companies in the same group as the Customer, for crossing the Øresund Bridge.

**2.3** The price for a certain crossing with Commuter Business depends on the total number of completed crossings under the subscription agreement during the month in question. The first month begins on the date of registration of the subscription agreement. The prices are stated in the price list applied by Øresundsbro Konsortiet from time to time (which is available on Øresundsbro Konsortiet's website). Immediately after the end of each calendar month, a new period begins and the basis for calculating the price per crossing is reset.

### 3. Further on iTicket

**3.1** iTicket is an electronic ticket which may be used for crossings over the Øresund Bridge under the subscription agreement instead of using an ØresundBizz or other Payment Instrument. The contact person designated by the Customer will receive a password sent separately in order to gain access to electronic orders of iTickets. The password may be used by the Customer's representatives, the Customer's employees and employees of companies in the same group as the Customer. The Customer shall be obliged to handle the password in such manner as to avoid use by any person outside the above-mentioned group. The Customer is responsible for all orders placed using the allocated password until the password is deregistered by Øresundsbro Konsortiet. Deregistration takes place automatically when the subscription agreement terminates or in the event of payment default. Furthermore, deregistration takes place immediately upon request thereof by the Customer to Øresundsbro Konsortiet's customer service.

**3.2** iTicket may be ordered on [iticket.oresundsbron.com](http://iticket.oresundsbron.com). Unused orders may be cancelled by the Customer free of charge. However, the Customer is liable for paying for an ordered iTicket up until a cancellation of the order is made. The Customer is thus liable for any crossings made using an iTicket ordered by the Customer until cancellation. All orders shall be cancelled automatically upon termination of the subscription agreement or in the event of payment default.

**3.3** Crossings using iTicket will be charged when the crossing takes place.

### 4. Liability

**4.1** Crossings over the Øresund Bridge may be delayed or prevented due to, for example, a high volume of traffic, accidents, extreme weather or other damage to, and/or maintenance work on the Øresund Bridge.

**4.2** The Customer is responsible for collecting and assessing up-to-date traffic information in order to ensure that its vehicle is driven in an appropriate manner during a crossing. Øresundsbro Konsortiet is not liable for any loss incurred due to the manner in which the Customer or any other road-user drives its vehicle during a crossing.

**4.3** The Customer undertakes to comply with traffic restrictions imposed on the Øresund Bridge from time to time.

**4.4** Øresundsbro Konsortiet is not liable for direct or indirect loss, such as loss of production or loss of income, incurred by the Customer due to a delayed or prevented crossing pursuant to this section 4.

### 5. Price - Payment

**5.1** The obligation to pay for crossings incurs when the vehicle passes the last exit before the Øresund Bridge.

**5.2** The annual fee and the price for each crossing is determined based on the price list applicable from time to time for the relevant categories of vehicle covered by the subscription agreement (according to the description on Øresundsbro Konsortiet's website) and, where applicable, less any volume discount based on the number of single crossings made by the Customer within each category of vehicle during the relevant calendar year.

**5.3** The price for a crossing shall be based on the number of crossings which the Customer estimates it will make within each category of vehicle during the calendar year. Where fewer crossings than estimated have been made, the Customer shall be charged the difference between the price applied and the price which duly should have applied. Correspondingly, the Customer shall be credited where more crossings than estimated have been made. Crediting or debiting pursuant to this section is made after the end of the calendar year. Øresundsbro Konsortiet reserves the right to adjust the Customer's estimate of the number of crossings per calendar year in the event the Customer repeatedly makes fewer crossings per calendar year than what has been estimated. A terminated agreement can be reopened upon payment of a new annual fee.

**5.4** Section 5.2 and 5.3 do not apply if the Customer has chosen Commuter Business in connection with the conclusion of the subscription agreement.

**5.5** Charging of the annual subscription fee and the cost of completed crossings is made via the Customer's Issuer.

**5.6** In the event of overdue payment, default interest will be charged pursuant to the applicable interest legislation. Fees will be added for costs incurred in connection with the handling of payment reminders and debt collection.

## 6. Club BroPas

**6.1** Through Club BroPas (the "Benefits Programme") the Customer receives offers from companies in the Øresund region that cooperate with Øresundsbro Konsortiet ("Partners"). The offers are made available on Øresundsbro Konsortiet's website or by email, provided the Customer has consented thereto.

**6.2** The Customer shall be entitled at any time to cancel the receipt of further offers by notifying Øresundsbro Konsortiet's customer service (kontakt@oresundsbron.com). However, during the processing period, the Customer may receive already scheduled mail-outs.

**6.3** Any offers the Customer receives within the scope of the Benefits Programme are provided by the relevant Partners. Thus, Øresundsbro Konsortiet is not responsible for such offers, and any complaints or claims for compensation relating to an offer which has been accepted must, therefore, always be made to the relevant Partner.

## 7. Video recordings

Video recordings are made at the toll stations for the purposes of preventing unauthorised crossings and for debt collection. CCTV surveillance is also used along the bridge for the purposes of obtaining information about the current traffic situation and for handling accidents.

## 8. Governing law and dispute resolution

Where the Customer has corporate domicile in Sweden, the subscription agreement shall be governed by Swedish law. In such case, any disputes shall be determined by a court of general jurisdiction in Sweden. Where the Customer has corporate domicile in Denmark, the subscription agreement shall be governed by Danish law. In such case, any disputes shall be determined by a court of general jurisdiction in Denmark. Where the Customer has no corporate domicile in either Sweden or Denmark, Swedish law shall apply, and disputes shall be determined by a court of general jurisdiction in Sweden, with the Malmö District Court as the court of first instance.

**General terms and conditions****1. ØresundPay agreement**

**1.1** The ØresundPay agreement may only be signed by an undertaking (the "Customer") and is entered into between the Customer and Øresundsbro Konsortiet, Box 4278, 203 14 Malmö, Sweden. The ØresundPay agreement enables the Customer to use an ØresundBizz® transponder, registered license plate and/or another method of payment provided or approved by Øresundsbro Konsortiet from time to time (herein referred to as the "Payment Instrument"). The Payment Instrument can be used as an automatic payment solution when crossing the Øresund Bridge and with other operators with whom Øresundsbro Konsortiet cooperates.

**1.2** If Øresundsbro Konsortiet so requests, an agreed payment security shall be provided by the Customer before the Customer is entitled to use the Payment Instrument for passages against subsequent invoicing. Pledged payment security shall be adapted to the prevailing credit risk from time to time. If the Customer is placed in bankruptcy or suspends its payments, Øresundsbro Konsortiet shall be entitled to deactivate the Customer's Payment Instrument until acceptable payment security has been provided.

**1.3** The ØresundPay agreement shall apply until terminated by either party. The Customer shall be entitled to terminate the agreement at any time by giving notice to Øresundsbro Konsortiet by email or letter. Upon termination, the Customer's entitlement to use the received Payment Instrument(s) shall terminate automatically.

**1.4** Øresundsbro Konsortiet shall be entitled to terminate the ØresundPay agreement with immediate effect if the Customer is in material breach of its obligations under the ØresundPay agreement or in the event of any other misuse by the Customer. In addition, Øresundsbro Konsortiet shall be entitled to terminate the ØresundPay agreement with thirty (30) days' notice. Such termination shall be notified to the Customer by email or letter.

**1.5** ØresundBizz is the property of Øresundsbro Konsortiet. If the Customer has obtained an ØresundBizz, such ØresundBizz shall be disposed of as electronic waste in the event of termination of the agreement.

**1.6** Øresundsbro Konsortiet shall be entitled to make changes of the ØresundPay agreement from time to time with thirty (30) days' notice by letter or email to the Customer.

**1.7** The Customer hereby consents to the automatic registration and processing of the customer details and crossing data provided by it, for the purposes of administering the ØresundPay agreement and for credit information and debt collection purposes. The Customer shall immediately notify Øresundsbro Konsortiet of any changes to the provided customer details, including change of the specified debit/credit card.

**1.8** Details of crossings made by the Customer and a monthly specification are available to the Customer on Øresundsbro Konsortiet's online service "My Account". Complaints regarding incorrect registrations of crossings and any other complaints must be submitted as soon as possible, and in any event no later than two months after the crossing can be viewed on "My Account" or on an account statement for the connected debit/credit card.

**1.9** The ØresundPay agreement, and the rights and obligations provided therein, may not be transferred to any third party without Øresundsbro Konsortiet's prior consent. The Payment Instrument shall be unambiguously linked to the Customer's representatives ("deputies"), the Customer's employees and deputies and employees of companies in the same group as the Customer. The Customer shall not be entitled to lend the Payment Instrument or allow it to be lent, or otherwise grant use of the Payment Instrument to any person or entity outside the above-mentioned group.

**1.10** If the Customer intends to use an ØresundBizz in vehicles with a weight exceeding 3,500 kilo, the Customer shall inform Øresundsbro Konsortiet of such vehicles registration number. The ØresundBizz is thereafter attached to said vehicle and may not be used in another vehicle.

**2. Further on the use of Payment Instruments**

**2.1** The ØresundPay agreement entitles the Customer to crossings via electronic payment lanes on, among others, the Øresund Bridge for such categories of vehicles as are stated on Øresundsbro Konsortiet's or other infrastructure owners' websites from time to time.

**2.2** Once the Customer has added one or more license plates/license numbers under "My Account", the license plate will function as a Payment Instrument. The Customer is obliged to pay for completed crossings with the license plate. The Customer must continuously update the linked license plate and ensure that the specified license number is correct. In the event of sale or other transfer of the vehicle in question, the Customer is further obliged to deregister the license number under "My Account".

**2.3** Crossings using a Payment Instrument will be charged when the crossing takes place and will be reported in the monthly specification as well as in the ongoing invoicing of made crossings.

**2.4** The loss of a Payment Instrument must be reported immediately to Øresundsbro Konsortiet through the online service "My Account". The Customer is responsible for payment in respect of each crossing through the use of the Customer's Payment Instrument until such time as the Payment Instrument is reported lost or the license plate linked to the agreement is deregistered through "My Account".

**3. EasyGo and other partnerships**

**3.1** Customers with valid ØresundBizz transponders shall automatically be entitled to use their ØresundBizz transponders as a payment instrument when using toll roads and other services connected to the EasyGo partnership ([www.easygo.com](http://www.easygo.com)). The Customer may also use his or her ØresundBizz transponder in other cases where Øresundsbro Konsortiet has partnerships with external companies. Up-to-date information regarding where the Customer may use his or her ØresundBizz transponder is available on Øresundsbro Konsortiet's website.

**3.2** Where the Customer uses toll roads and other services within the scope of the EasyGo partnership, or other partnerships entered into by Øresundsbro Konsortiet from time to time, the following provisions shall apply: this section 3 and section 5 below relating to payment terms, and the terms and conditions applied by the relevant provider relating to price and the liability of the Customer and the provider respectively.

**3.3** Customer who uses an ØresundBizz for (a) paying for the use of toll roads or other services within the scope of EasyGo or (b) paying for the use of other services offered by Øresundsbro Konsortiet in cooperation with a third party, shall pay Øresundsbro Konsortiet for such use. Øresundsbro Konsortiet shall then pass on the payment to the relevant provider or operator.

**3.4** The Customer is responsible for payment in respect of the use of the ØresundBizz (a) at toll stations operated by another operator connected to the EasyGo partnership, or (b) for the use of other services, until the ØresundPay agreement terminates or the ØresundBizz is reported lost, regardless of whether it is the Customer or another party that uses the Customer's ØresundBizz.

**3.5** Complaints concerning an EasyGo passage shall be submitted to the issuer of the payment instrument used for the passage, i.e. Øresundsbro Konsortiet if the Customer has used an ØresundBizz. Complaints regarding other services shall be submitted to the company that provided the relevant service. Complaints must be made within the period of time stipulated in the terms and conditions of the relevant operator or company.

**4. Liability**

Øresundsbro Konsortiet's liability follows the general rules of Danish law. Øresundsbro Konsortiet assumes no further liability towards the Customer.

**5. Payment**

**5.1** Payment of completed crossings over the Øresund Bridge, and for the use of toll roads and other services offered by Øresundsbro Konsortiet in cooperation with a third party, shall be made against invoice or by charging of the attached debit/credit card. Where payment is made against invoice, the payment terms are invoice date + 30 days. If the Customer wishes to pay by use of a debit/credit card, the Customer hereby consents to Øresundsbro Konsortiet obtaining payment by charging the specified debit/credit card without such card being presented. The Customer is obliged to issue a power of attorney and take such other measures as may be required to enable such payments to be executed from time to time.

**5.2** In the event of overdue payment, default interest will be charged pursuant to the applicable interest legislation. Fees will be added for costs incurred in connection with the handling of payment reminders and debt collection.

**6. Governing law and dispute resolution**

Where the Customer has corporate domicile in Sweden, the agreement shall be governed by Swedish law. In such case, any disputes shall be determined by a court of general jurisdiction in Sweden. Where the Customer has corporate domicile in Denmark, the agreement shall be governed by Danish law. In such case, any disputes shall be determined by a court of general jurisdiction in Denmark. Where the Customer has no corporate domicile in either Sweden or Denmark, Swedish law shall apply, and disputes shall be determined by a court of general jurisdiction in Sweden, with the Malmö District Court as the court of first instance.