

## General terms and conditions

### 1. BroPasComuter agreement

1.1 The BroPas Commuter agreement (the "Agreement") may only be signed by an individual (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 entitles the Customer a discount on crossings over the Øresund Bridge against payment of an annual subscription fee, and by using iTicket, registered license plate, one or a maximum of two ØresundBizz® transponders, or another method of payment provided or approved by Øresundsbro Konsortiet from time to time (jointly referred to as "Payment Instruments"). The Customer must link one vehicle registration number to the agreement. The Customer is responsible for entering and updating this information on "My Account".

1.2 The Agreement may only be used for private, non-commercial purposes; however, this includes journeys to and from the Customer's place of work.

1.3 The Agreement shall apply until terminated by either party. The Customer shall be entitled to terminate the Agreement at any time by giving one (1) month's notice, effective as of the end of the calendar month, to Øresundsbro Konsortiet. If Øresundsbro Konsortiet has provided an ØresundBizz® transponder within the scope of this BroPas agreement, the Customer's ØresundBizz® transponder shall be deactivated upon termination by the Customer, without the possibility for reactivation.

1.4 Øresundsbro Konsortiet shall be entitled to terminate the Agreement with immediate effect if the Customer is in material breach of his or her obligations under the Agreement or in the event of any other misuse by the Customer. "Material breach" includes non-payment and a failure to provide the information required pursuant to section 1.6 below. In addition, Øresundsbro Konsortiet shall be entitled to terminate the Agreement on two (2) months' notice. Such termination shall be notified to the Customer by email or letter, and be made in relation to all customers with agreements equivalent to that entered into by the Customer.

1.5 Øresundsbro Konsortiet shall be entitled to (a) change the Customer's annual subscription fee and fees due to premature termination as specified in section 6.4 below; and (b) make amendments from time to time to the BroPas agreement, effective thirty (30) days after Øresundsbro Konsortiet has given the Customer notice thereof by message via "My Account" or email. Such changes may, inter alia, occur as a result of inflation, market developments, be for the purpose of countering increased costs (such as losses, taxes and fees) or, to maintain or improve the efficiency of Øresundsbro Konsortiet, its margins or capital, to reduce administrative costs resulting from changes in legislation or other regulations or the interpretation thereof, or as a result of other business or market related circumstances. 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 Agreement after price changes and/or amendments to the Agreement have been implemented shall be deemed to imply acceptance by the Customer of the new terms and conditions.

1.6 The Customer hereby consents to the automatic registration and processing in Sweden and Denmark of his or her customer details and crossing data for the purposes of customer communications within the scope of the BroPas agreement, and for credit information and debt collection purposes. The Customer shall immediately notify Øresundsbro Konsortiet of any changes to his or her customer details (including a specified debit/credit card).

1.7 Details of crossings made by the Customer and a monthly specification are available to the Customer on Øresundsbro Konsortiet's self-online service, "My Account". Complaints regarding incorrect registrations of crossings and any other complaints must be submitted as soon as possible. Generally, complaints will not be processed if submitted more than two (2) months after the date on which the registration of a crossing can be viewed on "My Account" or on an account statement for the connected debit/credit card.

1.8 The Agreement is personal and may not be transferred to any third party without Øresundsbro Konsortiet's prior consent. However, the Customer shall be entitled to allow other members of his or her household to use a Payment Instrument on condition that the Customer is responsible for paying for the crossings and ensures that the use are in accordance with the terms and conditions of the BroPas agreement. If the Customer is using a Payment Instrument from another issuer than Øresundsbro Konsortiet, such other issuer's provisions shall apply to the Customer's use of such Payment Instrument. However, a prerequisite for the Agreement is that crossings are made by the Customer or other members of his or her household. Consequently, crossings made by someone else, with a Payment Instrument attached to this BroPas agreement, do not entitle a discount.

### 2. Club BroPas

2.1 When entering into the BroPas agreement, the Customer becomes a member of Club BroPas (the "Benefits Programme"). Through Club BroPas, the Customer receives offers from companies in the Øresund region ("Partners") that cooperate with Øresundsbro Konsortiet. The offers are made available on website and by email.

2.2 Mail-outs of offers are based, inter alia, on the areas of interest notified by the Customer, and previous offers accepted by the Customer. The Customer consents to details of offers accepted by the Customer being disclosed to Øresundsbro Konsortiet by each Partner and to the registration and processing in Sweden and Denmark of data collected from the Customer for the purposes of adapting the Benefits Programme to the Customer's areas of interest.

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

2.4 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.

### 3. Further on ØresundBizz®, iTicket and other Payment Instruments

3.1 The Agreement entitles the Customer to crossings via electronic payment lanes for such categories of vehicle as are covered by the Agreement according to the description on Øresundsbro Konsortiet's website from time to time. The manner of registration depends on the Payment Instrument used. Payment Instrument that may be used are: bizz, license plate and iTicket. Øresundsbro Konsortiet's website contains detailed information hereof.

3.2 Once the Customer has added one or more license plates/license numbers under My Account, the license plate will act as payment method. The customer is obliged to pay for passages completed with the license plates. The customer must update the connected license plates and ensure that the specified license number is correct.

3.3 The iTicket is an electronic ticket which may be ordered by the Customer through "My Account" and can be used for crossings over the Øresund Bridge under the Agreement instead of using an ØresundBizz® or another Payment Instrument.

Crossings using iTickets, or registered license plate, will be charged when the crossing takes place. Unused orders of iTicket can be cancelled by the Customer without charge. However, the Customer is liable to pay for crossings made by use of the iTicket up until cancellation of the same. All orders will be cancelled automatically upon termination of the Agreement or in the event of payment default.

3.4 The Customer is liable for authorised use of a Payment Instrument provided by Øresundsbro Konsortiet, unless the amount charged for a crossing is higher than the amount stated in the applicable price list on Øresundsbro Konsortiet's website. "Authorised use" includes personal use by the Customer and the use of the Payment Instrument by other members of the Customer's household in accordance with section 1.8.

3.5 Loss of a Payment Instrument must be reported immediately to Øresundsbro Konsortiet on the self-service online service "My Account". Customer is liable for loss caused by unauthorized use of the Payment Instrument if (a) Customer has failed to report a loss of the Payment Instrument to Øresundsbro Konsortiet without undue delay, or (b) Customer as acted fraudulently.

3.6 The Customer shall in no case be liable for unauthorized use of the Payment Instrument after the Customer has reported the loss to Øresundsbro Konsortiet.

### 4. EasyGo and other partnerships

4.1 Customers with valid ØresundBizz® transponders provided by Øresundsbro Konsortiet shall automatically be entitled to use their ØresundBizz® transponders as a payment instrument when using all toll roads and other transportation-related services connected to the EasyGo partnership ([www.easygo.com](http://www.easygo.com)). The Customer may also use his or her ØresundBizz® transponders 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® transponders is available on Øresundsbro Konsortiet's website. The Customer may withdraw his or her ØresundBizz® transponders from use within the scope of the EasyGo partnership by giving notice to Øresundsbro Konsortiet.

4.2 Where the Customer uses toll roads and other transportation-related 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 4 and section 6 below relating to payment terms, and the terms and conditions applied by the relevant operator or company relating to price and the liability of the Customer and the operator or company respectively.

4.3 Any customer who uses an ØresundBizz® transponder provided by Øresundsbro Konsortiet for the purposes of (a) using toll roads or other transportation-related services within the scope of EasyGo; or (b) using another service 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 operator or company.

4.4 The Customer is responsible for payment in respect of the use of such ØresundBiz<sup>®</sup> transponders as have been provided by Øresundsbro Konsortiet (a) at a toll station owned by another operator connected to the EasyGo partnership; or (b) for the use of other services, until the Agreement terminates or the ØresundBiz<sup>®</sup> transponder is reported lost, irrespective of whether the Customer or a third party uses the Customer's ØresundBiz<sup>®</sup> transponder. However, the provisions of sections 3.4 – 3.6 shall also govern the Customer's liability pursuant to this section 4.4.

4.5 Complaints concerning EasyGo passage shall be submitted to the issuer of the payment instrument used for the passage. Complaints regarding any other service 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.

#### 5. Liability/responsibility

5.1 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.

5.2 The Customer is responsible for collecting and assessing up-to-date traffic information in order to ensure that his or her 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 his or her vehicle during a crossing.

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

5.4 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 crossing which is delayed or prevented pursuant to this section 5.

#### 6. Price – Payment

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

6.2 The annual subscription fee and the price for each crossing are based on the price list applicable from time to time (as published on Øresundsbro Konsortiet's website), and is dependent on the number of crossings made per calendar month. The first month begins upon registration of the Agreement. The Customer is automatically charged with the applicable price in connection with each crossing. Immediately following the end of each calendar month, a new period begins for which the starting point for calculating the price per crossing is reset to zero. The annual subscription fee and the fee for each crossing may be changed by Øresundsbro Konsortiet in accordance with section 1.5 above.

6.3 The annual subscription fee shall be charged in advance at the commencement of a new contract year. The first contract year begins on the date of registration of the Customer's BroPas agreement. No notice will be given to the Customer when the annual subscription fee is charged; instead, it is stated in the monthly specification. Upon termination of the BroPas agreement, the remainder of the most recently paid annual subscription fee, calculated from the date of termination of the agreement shall be refunded, and if relevant, less the fee specified in section 6.4 below. Refunds are made on the debit/credit card specified by the Customer. A terminated agreement can be reopened upon payment of new annual fee. Customer History is stored in My Account in accordance to the Øresund Bridge Privacy Policy.

6.4 In the event the Agreement is terminated within six (6) months of execution, Øresundsbro Konsortiet will charge

a fee of 145 DKK. The fee may be changed in accordance with section 1.5.

6.5 Øresundsbro Konsortiet shall be entitled to charge the annual subscription fee and the cost of crossings made from a debit/credit card specified by the Customer, without the debit/credit card being presented. The Customer's debit/credit card will be charged in accordance with our terms and conditions for credit card payments, which are available on the website and which must be accepted by Customer in connection with entering into the BroPas agreement.

6.6 If Øresundsbro Konsortiet cannot debit payment for completed crossings from the payment card indicated by the Customer, the Øresundsbro Konsortiet will send an invoice to the Customer with a payment date of 8 days from the invoice date. In the event of overdue payment, interest on late payment will be charged pursuant to the applicable interest legislation. Payment will be demanded for costs incurred by the payment reminder and collection of the monies due.

#### 7. Video recordings

Video recordings are made at the toll stations for the purposes of taking legal action against perpetrators for unauthorized crossings and for debt collection. CCTV surveillance is also used along the bridge for the purposes of obtaining information about the current volume of traffic and for dealing with accidents.

#### 8. Appeal

The Customer is always welcome to contact Øresundsbro Consortium, if it has any complaint about the BroPas agreement.

Should the parties not be able to settle the matter, the Customer may complain to the Swedish Consumer Agency, by using the agency's web based service available at <http://www.konsumentverket.se/Konsumentfragor-anmalan/Gor-en-anmalan/>.

The European Commission's appeal portal online may also be used to submit a complaint. This is particularly relevant if the Customer is a consumer domiciled in another EU country than Denmark or Sweden. The complaint may be submitted to the following link: <http://ec.europa.eu/odr>. Øresundsbro Consortium's e-mail address shall be indicated when submitting a complaint: [kontakt@oresundsbron.com](mailto:kontakt@oresundsbron.com).

#### 9. Governing law and disputes

Where the Customer is domiciled 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 is domiciled 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 is not domiciled 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, unless the Customer is entitled by statute to demand that proceedings be governed by a different law and/or be conducted in another forum.