

## Brobizz A/S

# Terms and Conditions Toll Box and Toll App

#### Introduction

Definitions of key terms are set out in Appendix 1 of the Agreement.

## 1. Agreement

#### 1.1 Parties to the Agreement and subject matter

These terms and conditions apply to the Agreement between Brobizz A/S and the Customer regarding the Customer's use of the Toll Box and Toll App. The Customers use of the Bizz Transponder, Number Plate Payment, eTicket and the use of Requisitions are covered by other terms and conditions. As part of the Agreement, Brobizz A/S enters into agreements with Operators about discounts and other benefits when using the Toll Box and Toll App with the relevant Operator, cf. Section 1.8.

## 1.2 Agreement period and notice

The Agreement will remain valid until terminated, which either party may do upon 14 days' notice. Upon termination of the Agreement, the Toll Box must be returned to Brobizz A/S, so that Brobizz A/S has received the Toll Box no later than 30 calendar days after the date on which the Agreement was terminated. If the 30 calendar days are exceeded, Brobizz A/S is entitled to require a fee from the Customer per Toll Box, which Brobizz A/S has not received. The amount of the fee appears in the fee list, available at <u>www.Brobizz.com</u>. See section 1.10 for regulation of fee size. Find out more about the return of Toll Box under section 2.7.

#### **1.3 Credit assessment**

Prior to entering into an Agreement for payment by invoice. Brobizz A/S may carry out a credit assessment of the Customer. Brobizz A/S may also at any time seek information on the Customer's financial situation. Brobizz A/S reserves the right to demand security from the Customer upon entering into 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 Disclosure requirements when entering the Agreement

When entering the Agreement, the Customer is required to provide relevant company information, contact information, vehicle data and registration number. Brobizz A/S reserves the right to require additional information that may be required information, including information on the vehicle's weight, CO<sup>2</sup> class, environmental class, axles, etc., depending on which Operator, the vehicle must be used at.

#### 1.6 Disclosure requirements in cases of incorrect charges

The Customer must always check that the Customer pays the correct price for the passage/service corresponding to the Operator rates for the vehicle weight, CO<sup>2</sup> class, environmental class, size, etc. In case of discrepancies, the Customer is obliged to inform Brobizz A/S, according to the Operator's applicable terms and conditions, so that payment/reimbursement can be made in accordance with the correct price for the vehicle in guestion.



## 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 <u>www.brobizz.com</u> where the Customer may also update this information, see also Section 12.3. It is the responsibility of the Customer to provide notification of changes to the associated payment card, as well as the vehicle registration number and other information as may be required from the Customer under Section 1.5. If the Customer has registered a vehicle's registration number to a Toll Box or Toll App, the Customer is required to delete this information via the Brobizz A/S self-service page if the vehicle is no longer at the Customer's disposal.

#### **1.8 Discount agreements**

Brobizz A/S may enter into discount agreements with Operators providing discounts and other Customer benefits when using the Toll Box or Toll App when driving through the respective Operator's payment infrastructure. 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 available to the Customer from the Operator using the Toll Box or Toll App. 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 agreed to this. Information about discount agreements is always available to the Customer at www.brobizz.com.

## 1.9 Agreements between Customer and Operator

If the Customer, independently of Brobizz A/S, has entered into a discount agreement directly with an Operator, the Operator shall include the discount in the amount charged to the Customer through Brobizz A/S. As far as the Customer relationship with Brobizz A/S is concerned, the charge is not incorrect if the charge is recorded as the standard price stated for passages, etc. for the vehicle in question excluding 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 3.3 and 12.2.

## 1.10 Regulation of fees

Fee amounts in sections 1.2, 2.4, 2.5, 2.7, 4.4, 4.5, 5.5, 7.3, 7.6, 9 and 9.3 can be adjusted by Brobizz A/S with 14 days' notice.

## 2. Delivery and return of the Toll Box

## 2.1 Delivery of the Toll Box

Upon signing the Agreement, the Customer receives the number of Toll Boxes that the Customer has ordered. The Toll Box belongs in all cases to Brobizz A/S. Other Bizz Transponders or products that may be supplied to the Customer are supplied on the terms that apply to the specific transmitters or products.

## 2.2 Mounting of the Toll Box

The Customer is obliged to mount the Toll Box in the windscreen according to the installation instructions. These can be found at <u>www.Brobizz.com</u>.

#### 2.3 Multiple transponders in a vehicle

The Customer should carry no more than one Toll Box in the vehicle when passing through Payment Infrastructure. With multiple transponders in a vehicle there is a risk that the Operator will register the vehicle's passage on several transponders, including the Toll Box. Resulting charges shall not be deemed unjustified and thus, are the Customer's own responsibility.

#### 2.4 Loss of the Toll Box

If a Toll Box is lost, e.g. through theft from the vehicle or premises where the Toll Box is stored, or the Customer otherwise becomes aware of unauthorized appropriation or unauthorized use of the Toll Box, this must be reported immediately to Brobizz A/S by phone (+ 45) 70 80 80 81 or at <u>www.brobizz.com</u>. Brobizz A/S will then close the Toll box so it cannot be used. There may be a delay of up to 24 hours before the closing takes effect with the Operators.



Upon closing the Toll Box, Brobizz A/S is entitled to collect a fee from the Customer for the Toll Box if the Toll Box is not returned undamaged. The amount of the fee appears in the fee list available at <u>www.Brobizz.com</u>. See section 1.10 for regulation of fee size.

## 2.5 Replacement of the Toll Box

A Toll Box can be exchanged by contacting Customer service in advance. The Toll Box must be returned to Brobizz A/S at the Customer's expense and risk and must be in Brobizz A/S's hands no later than 45 calendar days after the replacement has been ordered by the Customer at Brobizz A/S Customer service. If the 45 calendar days are exceeded, Brobizz A/S is entitled to charge a fee from the Customer for the Toll Box. The amount of the fee appears in the fee list available at <u>www.Brobizz.com</u>. See section 1.10 for regulation of fee size. See more about returning the Toll Box under section 2.7.

## 2.6 Temporay block of the Toll Box

The Customer has the option of temporarily blocking the Toll Box at Brobizz A/S' self-service. In the event of a temporary blocking, the Customer is liable for all consumption and use of the Toll Box until the blocking comes into force with the Operators. There may be a delay of up to 24 hours before the temporary blocking takes effect with the Operators.

## 2.7 Return of the Toll Box

The Customer's return of a Toll Box to Brobizz A/S is at the Customer's expense and risk. The return of the Toll Box is only timely when Brobizz A/S has acknowledged receipt. The Customer bears all costs in connection with the return of a Toll Box. If a Toll Box is returned damaged, Brobizz A/S is entitled to demand a fee from the Customer. The amount of the fee appears in the fee list available at <u>www.Brobizz.com</u>. See section 1.10 for regulation of fee size.

## 3. Use of the Toll Box and Toll App

## 3.1 Toll Box and Toll App as means of identification

The Customer can use the Toll Box and Toll App as means of identification with the Operators that Brobizz A/S has an agreement with this. At <u>www.Brobizz.com</u>, the Customer can at any time find an overview of Operators, with whom Brobizz A/S has an agreement regarding the use of Toll Box and Toll App. The Customer is always responsible to become familiar with the updated terms that may apply to the use of a Toll Box and Toll App at the individual Operators, including Brobizz A/S partners in EasyGo. With certain Operators, a special agreement can be required.

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

Operators offering use of both the Toll Box and Toll App for the Customer's passage/service will inform the Customer by signage at the Payment Infrastructure about where the Customer is able to pay by the Toll Box and Toll App for the respective passage/service.

## 3.3 Rules for the use of Payment Facilities

Use of Payment Facilities or other services is subject to the terms and conditions set by the individual Operator. Customers can find a list of the Operators with links to their websites at any time at <u>www.Brobizz.com</u> and www.easygo.com. Brobizz A/S initiates payment only for the respective passage/service with the Operator, and with respect to the passage/service the Customer is therefore only entitled and obligated directly to the respective Operator. Disputes related to the Customer's passage through/use of the Operator's facilities are subject to the set of rules that apply to the passage/service in question. Brobizz A/S is not responsible for the passage/service, see however section 10.1.

## 3.4 Multiple passages/services

When the Toll Box and/or Toll App are used for multiple passages/services with one Operator within one month, payment for the relevant passages/services with this Operator can be collected as one amount via Brobizz A/S.



## 3.5 Reading of the registration number

If the Toll Box and/or Toll App is not read correctly at the passage/service of an Operator, the Operator will in some cases be able to send the collection to Brobizz A/S on the basis of the read registration number of the vehicle at the specific passage/service. Brobizz A/S is entitled to charge the Customer for the passage/service based on the Operator's information about the read registration number.

## 3.6 Data collection when using the Toll Box

When using the Toll Box as a means of identification, the Customer agrees that data in the form of GPS locations etc. is collected while driving. Data is forwarded to relevant Operators and forms the basis of charges for passage/services.

## 3.7 Data collection when using the Toll App

When using the Toll App as a means of identification, the Customer agrees that data is collected in the form of GPS locations. Furthermore, the Customer agrees that the Toll App always tracks the GPS location of the device on which the Toll App is installed on. This is a necessity in order to ensure the functionality of the Toll App as well as the automatic and manual start/stop function. Collected data is forwarded to relevant Operators and forms the basis of charges for passage/services. If the Toll App is active in a vehicle located outside the borders of Denmark, data is not saved.

## 3.8 The Customer's obligations when using the Toll Box and Toll App

When using the Toll Box and/or Toll App, the Customer is obliged to have the Toll Box and/or Toll App active, switched on and connected to power while driving. If there are unusual connections and disconnections, the Toll Box and/or Toll App are being switched on and off and other unusual activities while driving, Brobizz A/S reserves the right to investigate the cause of these activities. If there is reason to suspect structured fraud, Brobizz A/S reserves the right to close the Toll Box and/or the Toll App and the Customer's Agreement, cf. section 9.2.

## 4. Special terms and conditions for use of the Toll Box

## 4.1 Use of Toll Box in Austria

The Customer is responsible for ensuring correctly updated vehicle data on the Toll Box cf. section 1.5, including the euronorm/emission class, entering, and updating the number of axles, both before driving is started and if these are changed during driving.

#### 4.2 Vehicle declaration

The Customer is responsible for ensuring that an updated Vehicle Declaration can always be shown on request. The Customer can request a Vehicle Declaration to be sent via Brobizz A/S' self-service at <u>www.Brobizz.com</u>.

#### 4.3 Start-up fee and Monthly Subscription fee

When the Customer orders a Toll Box in the period between May 2024 up to and including 31 July 2024, the Customer pays Brobizz A/S a monthly subscription of DKK 29 exclusive VAT per Toll Box starting from 1 January 2026. When the Customer orders a Toll Box after 1 August 2024, the Customer pays Brobizz A/S a start-up fee of DKK 120 exclusive VAT when ordering and a monthly subscription of DKK 29 exclusive VAT per Toll Box with payment starting from 1 January 2025.

The start-up fee is charged at the first invoicing or on the registered payment card, cf. sections 7.2 and 7.3. Monthly subscription is charged continuously when invoicing or on the registered payment card, cf. sections 7.2 and 7.3.

#### 4.4 Pre-order of the Toll Box

If the Customer has pre-ordered a Toll Box in the period May 2024 up to and including 31 July 2024, Brobizz A/S is entitled to charge a fee per Toll Box per month, if there is no consumption or use of a pre-ordered Toll Box for 60 consecutive days or the pre-ordered Toll Box is installed and active in a car no later than 1 January 2025. The amount of the fee appears in the fee list available at <u>www.Brobizz.com</u>. See section 1.10 for regulation of fee size.



## 4.5 Sending vehicle documentation for Toll Box

If necessary, Brobizz A/S may request the Customer to send documentation for the vehicle information specified for the Customer's Toll Box. The Customer must forward the requested information to Brobizz A/S within 5 working days of receiving the request. If Brobizz A/S does not receive the requested documentation within 5 working days or otherwise specified in the request, Brobizz A/S is entitled to charge a fee per Toll Box. The amount of the fee appears in the fee list available at <u>www.Brobizz.com</u>. See section 1.10 for regulation of fee size. The documentation must always be sent to the e-mail address specified in the request. If documentation is not sent within the deadline, Brobizz A/S is entitled to block the Customer's Toll Box.

## 5. Special terms and conditions for use of Toll App

#### 5.1 Creation of Toll App

The Customer accepts, as part of the creation of the Toll App, that a combined product consisting of a GPS part (App) and a Number Plate Payment is created on the vehicle for which the Customer wishes to create a Toll App. See further section 5.5 for the use of Number plate payment.

## 5.2 Use of Toll App

The Customer is responsible for ensuring a functional phone with which the Toll App can be used. The Customer is further responsible for ensuring that the phone with which the Toll App is used is updated to the latest operating system with which the Toll App can be used. An overview of systems with which the Toll App can be used can be found at <u>www.Brobizz.com</u>. The Customer is responsible for ensuring that the Toll App is started correctly before driving and that the Toll App is stopped after driving. This is regardless of whether automatic or manual start/stop of tracking of the trip, which is carried out while driving, has been selected. It is only possible for the Customer to use the Toll App in the vehicle to which the Toll App has been created and associated with. The vehicle can only be registered on one Toll App at a time.

#### 5.3 Installation instructions for Toll App

When using, the Customer is obliged to follow the installation instructions for Toll App. This can be found at www.Brobizz.com.

#### 5.4 Temporary blocking and closing of the Toll App

When using the Toll App, the Customer does not have the option to block the Toll App. The Customer has the option to close the Toll App on Brobizz' self-service.

#### 5.5 Use of Number Plate Payment

When selecting the Toll App as a means of identification, an associated Number Plate Payment is created for the vehicles for which a Toll App is ordered. Vehicles that the Customer wishes to link to the Agreement must be approved for Number Plate Payment. The Customer must have a local agreement with the Operator(s) with whom Number Plate Payment is to be used. At <u>www.Brobizz.com</u> the Customer can at any time find an overview of which vehicles are approved for Number Plate Payment.

The Operators who can offer the use of Number Plate Payment for the Customer's passage/service will inform the Customer via signage in/at the Payment Infrastructure where the Customer must go to be able to pay with Number Plate Payment for the passage/service in question.

The Customer is obliged to update the information on the vehicle's number plate at all times, including when selling the vehicle. Brobizz A/S is entitled to charge a fee if the Customer sells a vehicle that is linked to the Toll App Agreement and the associated Number Plate Payment, without updating the information on Brobizz A/S's self-service page at the latest when the vehicle is transferred.

The amount of the fee appears in the fee list available at <u>www.Brobizz.com</u>. See section 1.10 for regulation of fee size. The Customer is obliged at all times to ensure that the vehicle's number plate(s) are legible.



## 6. Liability

## 6.1 Customers liability for use

The Customer is responsible for all use under the Agreement, including all passages/services registered with Toll Box and Toll App, until the Agreement is terminated or the Customer requests Brobizz A/S to block the Toll Box, or to close the Toll Box or Toll App, however with a delay of up to 24 hours. Brobizz A/S is liable for misuse of Toll Box and/or Toll App from 24 hours after receipt By the Customer's notice, see section 10.1.

## 7. Payment terms

## 7.1 Payment for use

Payment for a passage/service with an Operator, where the Toll Box or Toll App are used as means of identification, etc., is made via Brobizz A/S according to the applicable rates of the respective Operator. If Brobizz A/S has entered into a discount agreement with the Operator in question, it will be the price set in the discount agreement that applies.

## 7.2 Payment by debit/credit card

If the Customer has agreed to pay with a payment card, payment for the passage/service is made on the agreed terms and with them agreed intervals via the designated payment card. Brobizz A/S' possible collection of a fee for a Toll Box, cf. sections 1.2, 1.10, 2.4-2.7, 7.6 and 9.3, will be charged immediately to the designated payment card. Brobizz A/S subsequently issues a receipt to the Customer. This appears from Brobizz A/S' self-service under the item "Payments".

## 7.3 Payment by invoice

If the Customer has agreed payment by invoicing, this will be made by Brobizz A/S on the agreed terms and at the agreed intervals. Brobizz A/S' possible collection of a fee for a Toll Box, cf. sections 1.2, 1.10, 2.4-2.7, 7.6 and 9.3, will appear on the next invoice.

#### 7.4 Currency conversion

Where the Operator's payment is collected in a currency other than the currency in which the Agreement was agreed apon, the price for the passage/service is converted, cf. applicable Brobizz A/S Business Conditions.

## 7.5 The Customer's agreement with Operator

If the Customer has entered into an agreement directly with an Operator, the Customer - if it has been agreed with the Operator in question - can however be invoiced/charged directly by the latter for passages/services carried out to such an agreement. Brobizz A/S has no influence on, and therefore no responsibility for, direct charges from an Operator.

#### 7.6 The Customer's non-compliance with the payment deadline

If the Customer has not met an agreed payment deadline, Brobizz A/S has the right to temporarily block or permanently close the Toll Box and/or Toll App. In the event of a closure of the Toll Box, Brobizz A/S is entitled to collect a fee from the Customer for the Toll Box. The amount of the fee appears in the fee list available at www.Brobizz.com. See section 1.10 for regulation of fee size.

#### 8. Reminder fees

In case of late payment, a fee of DKK 100 is charged for the first reminder and DKK 100 for other reminders. When using settlement keys, a reminder fee is charged per invoice per settlement key, as each settlement key is considered to be a sales account. In the case of a currency other than DKK as the sales currency, the reminder fee is set in the selected sales currency, see <u>www.Brobizz.com</u> for a list of fees.

When paying, accrued interest and fees are always paid first before the principal is repaid. In the event of late payment, interest is added at the rate of the Interest Act from the due date. Brobizz A/S also charges fees for a number of services related to the Agreement, in accordance with the fee list. See section 1.10 for regulation of fee size.



## 9. Breach of contract

## 9.1 Termination of the Agreement

In the event of material breach of the Agreement, Brobizz A/S may terminate the Agreement with immediate effect. In this case, the Agreement will be immediately blocked.

## 9.2 Circumstances considered material breach

The following factors, among others, shall be considered as 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 placed under reconstruction or declared bankrupt.
- The Customer makes connections and disconnections etc. that result in an inactive Toll Box and/or Toll App while driving, as mentioned in section 3.8.

**9.3** Upon termination of the Agreement, the Toll Box must be returned to Brobizz A/S, so that Brobizz A/S has received the Toll Box no later than 30 calendar days after the date on which the Agreement was terminated. If the 30 calendar days are exceeded, Brobizz A/S is entitled to demand a fee from the Customer per Toll Box, which Brobizz A/S has not received back. The amount of the fee appears in the fee list available at <u>www.Brobizz.com</u>. See section 1.10 for regulation of fee size. See more about returning the Toll Box under section 2.7.

## 10. Liability

## 10.1 Brobizz A/S' compensation liability

Brobizz A/S disclaims any liability for the use of the Toll Box and/or the Toll App, unless the situation is due to administrative errors at Brobizz A/S. Regarding lack of blocking after termination of the Agreement or request for blocking, see section 2.4 and 6.1.

## 10.2 Brobizz A/S' responsibility for using the Toll App

Brobizz A/S disclaims any responsibility for the use of the Toll App, unless the situation is due to a system error in or breakdown of the Toll App.

## 11. Use and sharing of Customer information

## **11.1 Collection Customer information**

When entering into the Agreement, the Customer must provide information for use in the administration of the Agreement, i.e. about company name, CVR number, contact person, any payment card and registration number as well as other information, cf. section 1.5. The contact information can be used by Brobizz A/S to inform the Customer and for statistical purposes with a view to supporting operations, including analyses of usage patterns, mapping of Customer segments, etc.

If the Customer agrees to this, Brobizz A/S can also use the Customer's contact information for marketing of Brobizz A/S and Brobizz A/S' business partners, including sending electronic newsletters and offers to the Customer per e-mail.

#### **11.2** Consideration of information from Operator

Brobizz A/S receives information from Operators about the use of the Toll Box, including the Toll Box number, the place and time of the passage/service. Depending on the Operator, Brobizz A/S can also receive the vehicle's registration number. The information is used to complete the payment, as well as for statistical purposes with a view to supporting operations, including the preparation of general analyses of usage patterns, mapping of Customer segments, etc. If the Customer has consented to this, Brobizz A/S can also use the information for marketing of Brobizz A/S and Brobizz A/S' business partners, including the sending of electronic newsletters and offers to the Customer per e-mail.

In case of objections etc. from the Customer, cf. section 12.1, Brobizz A/S can obtain additional documentation, including photo documentation. The information is also used for sending service messages via SMS, cf. Section 12.3.



## **11.3 Disclosure of Customer Information**

Information about the Customer's Agreement with Brobizz A/S can be passed on to Operators, EasyGo and other relevant business partners at Brobizz A/S. Among other things, for the purpose of validating, enforcing, or updating information. By accession to the Agreement, the Customer agrees to this exchange of information.

#### **11.4 Exchange of information**

If the Customer has signed a direct agreement with an Operator, cf. section 1.9, Brobizz A/S can exchange information with the operator, including name, address, telephone number, e-mail address and vehicle data including registration number, for updating the information about the Customer. Upon joining the Agreement, the Customer agrees to this exchange of information.

#### 11.5 Blacklist

If the chosen means of identification or the Agreement has been blocked, Brobizz A/S passes on the Toll Box's and/or Toll App identification number and/or vehicle registration number to the Operators to avoid that The Toll Box and/or Toll App can be used when passing etc. after the blocking.

#### 11.6 The Customer's rights according to applicable data protection legislation

Pursuant to applicable data protection legislation, the Customer has, among other things, right to insight into the registered information and can also object to the processing of the Customer's information at any time. The Customer can read more about the rights in Brobizz A/S' privacy policy here: <u>https://brobizz.com/om/privatlivspolitik/</u>.

For questions related to this, the Customer can find Brobizz A/S' contact details at the bottom of the Agreement.

## 12. Inquiry regarding the Agreement and communication with the Customer

#### 12.1 Questions and objections regarding the use of Toll Box and Toll App

The Customer can always contact Brobizz A/S with questions about the Agreement, discount agreements, the use of the Toll Box and Toll App and the charges from the Operators. Brobizz A/S will, as far as possible, be of assistance to the Customer answering questions and complaints.

#### 12.2 Objections, appeals, etc.

Brobizz A/S processes the Customer's objections, complaints, etc. regarding the use of the Toll Box, Toll App and the Agreement. The Customer's objections, complaints, etc. over the actual passage/service with an Operator, including incorrect settlement of discounts etc. cf. section 1.9, is solely a matter between the Customer and the relevant Operator. The Customer's objections, complaints etc. regarding the passage/service itself is therefore processed and decided finally by the relevant Operator.

#### 12.3 Communications with the Customer

Brobizz A/S can exchange information with the Customer via Brobizz A/S' self-service solution at <u>www.Brobizz.com</u>. Brobizz A/S also reserves the right to send service messages to the Customer via SMS to inform the Customer of relevant local conditions, or when the traffic situation, safety considerations or other special circumstances according to Brobizz A/S assessment makes the dispatch justified. Brobizz A/S will only contact the Customer via SMS for this purpose direct marketing if the Customer has consented to this.

#### 12.4 Usage of Toll Box and Toll App

An overview of the Customer's use of the Toll Box and Toll App can be found on Brobizz A/S' self-service which is available at <u>www.Brobizz.com</u>.



#### 12.5 Changes to terms and conditions, etc.

Brobizz A/S can change the Agreement, including the fee list, with 14 days' notice. Notification of new conditions and other notices to the Customer can be sent by regular post, e-mail, or SMS, possibly in combination with Brobizz A/S' self-service.

## 12.6 Invoice

Invoices are sent to the e-mail address provided to Brobizz A/S by the Customer.

## 12.7 Complaint deadline

If the Customer wishes to object to a charge, this must be done no later than 30 calendar days from the Customer's receipt of the invoice or collection. In other instances, the specified deadlines are calculated from the time when the information is made available via Brobizz A/S' self-service.

## 13. Legal Jurisdiction and applicable law

#### 13.1 The agreement

The Agreement between the Customer and Brobizz A/S is subject to Danish law. Disputes are brought before the Copenhagen City Court.

## 13.2 Passage/services

Disputes concerning passages/services with an Operator are subject to the rules agreed between the Customer and the Operator or rules otherwise applicable to the passage/service in question.



Enquiries to Brobizz A/S can be made by telephone at (+45) 70 80 80 81 or in writing to Brobizz A/S, Vester Søgade 10, 1601 Copenhagen V, at <u>truck@brobizz.com</u>. In addition, reference is made to <u>www.brobizz.com</u> for further information.

#### Brobizz A/S

Vester Søgade 10 DK-1601 København V



#### **Appendix 1: Definitions of key terms**

The "Agreement" are these Terms and Conditions for Toll Box and Toll App.

"Payment infrastructure" means bridges, toll roads and other services for which payment is required passage or use of a service.

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

The "Brobizz<sup>®</sup> number" is the Brobizz<sup>®</sup> Transponder's unique serial number.

"eTicket" is the designation for one or two passages made with the automatic Number Plate Payment.

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

Local agreement" is an agreement between the Customer and Operator.

"Number Plate Payment" is the term for the automated recording of the Number Plate at the passage of Payment Facilities whereby the Operator can record the Customer's passage, etc.

"Operator" is a provider of Payment Facilities or other places where the Bizz Transponder, Number Plate Payment, eTicket and/or Requisitions can be used as means of identification.

"Requisition" is a code, etc., ordered from an Operator, and giving access to the use of the Payment Infrastructure.

"Blocking" and "Blocking of Product" is when the possibility of using a Product as a means of identification under the Agreement is stopped. The blocking is basically temporary but can turn into a closure.

"Toll Box" is the term for a DSRC and Satellite transponder that can communicate with the Operator and that can record the Customer's passage etc.

"Toll Box number" is the unique serial number of the Toll Box.

"Toll App" is a digital DSRC and Satellite transponder that can communicate with the Operator and which can record the Customer's passage etc.