# Ø R E S U N D S B R O N\*

#### General provisions for the agreements

# $1. \ {\it @resundBUSINESS} \ and \ {\it @resundCOMMUTER} \\$

1.1 This agreement may only be signed by an undertaking (the "Customer") and is entered into with Øresundsbro Konsortiet I/S, reg.nr. 24246787 ("Øresundsbro Konsortiet"). The agreement is a subscription agreement which during the year of the agreement entitles the Customer to a volume-based discount based on the number of crossings over the Øresund bridge per year against payment of an annual subscription fee and access to the benefit program CLUB Øresund®. Payment may be arranged by invoicing. Customers with a commuter agreement also have the opportunity to choose the additional product "Øresund-COMMUTER+" which is described under section 2.

The agreement does not entitle passages to be resold.

1.2 To enter this agreement, the Customer must also have entered into an agreement with an Issuer of an automatic payment solution with an associated payment card or invoice option. This could be an ØresundPAY-agreement with Øresundsbro Konsortiet or any other issuer of payment, that Øresundsbro Konsortiet has accepted for payment of trips over the Øresund bridge (in the following "Payment Instrument" and "Issuer"). The Payment Instrument will be linked to the agreement in connection with the creation. When entering into the agreement, the Customer must provide information, including name, address, telephone number, address, telephone number, e-mail address, etc., as well as identification of the Customer's payment solution and assign one or more licence plates to the agreement. A registration number and a bizz are Payment Instruments, Øresundsbro Konsortiet receives information about the Customer from the Issuer specified by the Customer. Information will be exchanged with Issuers for the duration of the agreement. Øresundsbro Konsortiet may share and pass on information about the Customer to the Issuer for the Issuer's collection of correct payment. The information can also be used for marketing to the Customer and for targeting information, offers and campaigns.

**1.3** The subscription agreement is valid until terminated by one of the parties. The Customer has the right to terminate the subscription agreement by terminating it in "My Account" or by giving notice to Øresundsbro Konsortiet by e-mail or letter with thirty (30) days' notice to the end of a month.

**1.4** Øresundsbro Konsortiet has the right to terminate the subscription agreement with immediate effect upon the Customer's serious breach of its obligations under the subscription agreement or any other misuse, including, for example abuse of the number of associated license plates.

In addition, Øresundsbro Konsortiet has the right to terminate the subscription agreement with thirty (30) days' notice. Øresundsbro Konsortiet termination must be sent with e-mail or letter to the Customer.

**1.5** Øresundsbro Konsortiet has the right to continuously implement changes in the agreement with thirty (30) days' notice by e-mail to the Customer. Øresundsbro Konsortiet also has the right to carry out price adjustments on an ongoing basis for crossing and annual fee with thirty (30) days' notice after publication on Øresundsbro Konsortiet website (www.oresundsbro.com). The Customer's continued crossing and use of the subscription agreement after the changes have been implemented, constitutes an acceptance of the new terms and price adjustments.

**1.6** The Customer hereby consents to the provided customer data and information about crossings etc. are registered and processed electronically for the purpose of administering the subscription agreement as well as for use in credit assessment and recovery of payment.

In addition, information about the Customer's contractual relationship will be shared with the Issuer whom the Customer has entered into a payment agreement with. The Customer must immediately notify Øresundsbro Konsortiet if changes occur in the provided customer data. Changes to the specified payment card, or changes in the associated Payment Instrument must be disclosed to the Issuer and it is the Customer's responsibility that information on the payment card and license plate is up to date.

1.7 In Øresundsbro Konsortiet's self-service "My Account" the Customer may find information about previous crossings and other information about the agreement.

**1.8** The agreement, and the rights and obligations provided therein, cannot be transferred to any third party without Øresundsbro Konsortiet prior consent. It is a prerequisite for the agreement, that crossings are made by the Customer, the Customer's employees, or employees in the same group as the Customer. If the crossing is made by a person other than mentioned above, with a Payment Instrument connected to the subscription agreement, it does not qualify for a discount.

#### 2. ØresundCOMMUTER and ØresundCOMMUTER+ for business

ØresundCOMMUTER is a special additional subscription, which gives the Customer and the Customer's employees right to crossings at a reduced price and is aimed to be used by those who live and work on different sides of Oresund. Unless otherwise stated, the other terms found in these general provisions also apply if the Customer has chosen ØresundCOMMUTER and Øresund-COMMUTER+. If the Customer chooses Øresund-COMMUTER, the Customer can connect 1 vehicle and 1 bizz to the agreement. The Customer is obliged to enter and continuously update the vehicle's registration number in "My Account". Only 1 registration number can be connected with the agreement at a time. In "My Account" it is possible to change connected registration number with the agreement, however, during a calendar year there may only have been a maximum of 5 registration numbers connected to the agreement in total. If more registration numbers are connected to the agreement than the permitted 5 per calendar year, crossings with these additional registration numbers will not count for or be eligible for a discount.

The Customer is obliged and solely responsible to enter and continuously update the vehicle's registration number on "My Account". The Payment Instrument that is connected to the agreement, must be used unambiguously by the Customer's employees and the employees of the Customer's affiliated companies (the users of the agreement). The Customer must inform the users of the agreement that the users may not lend out the Payment Instrument or otherwise pass it on to others who are not employees of the Customer or of the Customer's affiliated companies.

The price for a given crossing with ØresundCOMMUTER is depending on the number of crossings according to the subscription agreement for the month in question. The first month starts upon registration of the agreement. The prices appear on the valid price list (as described on the Øresundsbro Konsortiet's website). After the end of each calendar month, a new period begins and the basis for calculating the price per crossing is reset.

ØresundCOMMUTER+ is an additional subscription for Customers with an ØresundCommuter-agreement. The Commuter+ is for passenger cars up to 6 meters and for motorcycles. ØresundCommuter+ gives the Customer a discount on crossings for a period of 30 days from the start of the period and is intended for people who live on one side of Øresund and work on the other side. The agreement is for private use and not for commercial purposes and may only be used by the Customer him/ herself. ØresundCommuter+ is linked to one registration number and cannot be linked to a bizz. 1 registration number can be assigned to ØresundCommuter+. The Customer is obliged to enter and continuously update the vehicle's registration number in "My account". There can only be 1 registration number (1 vehicle) at a time associated with the agreement and during the period of 30 days, the registration number may be changed two times. However, during a calendar year a total of 5 registration numbers may have been associated with the agreement.

The price for ØresundCommuter+ is always published on the valid price list which is found on Øresundsbro Konsortiet website. ØresundCommuter+ runs for 30 days at a time and is automatically renewed for another 30-day period, unless terminated by the Customer. The 30-day period of the ØresundCommuter+ runs from the date the Customer starts the agreement. The Customer is notified regarding renewal no later than 7 days before the end of each period. There is no refund for non-use, regardless of reason.

## 3. Further on iTicket

3.1 iTicket is an electronic ticket that can be used for crossings under the agreement instead of bizz or other Payment Instrument. The contact person specified by the Customer will receive a password in a separate letter to gain access to electronic payment via iTicket. The password can be used by the Customer's representatives and the Customer's employees in the same group as the Customer. The Customer is obliged to handle the password so that it is not used by persons outside the above-mentioned persons. The customer is also responsible for all orders placed using the shared password until the password is de-registered at Øresundsbro Konsortiet. De-registration is made automatically when the agreement expires or in the event of violation. In addition, de-registration takes place immediately upon the Customer's request to Øresundsbro Konsortiet's customer support.

**3.2** iTicket can be ordered on iticket.oresundsbron.com. Unused orders of iTicket can be canceled free of charge by the Customer. However, the Customer is responsible for payment of an ordered iTicket until the order is canceled by the Customer. The Customer is thus liable for any crossing made with the use of an iTicket ordered by the Customer until cancellation. All orders will be automatically canceled by the termination of the subscription agreement termination or in the event of non-payment.

**3.3** Debiting of crossings using iTicket will be charged when the crossing takes place.

#### 4. Liability

**4.1** Crossing over the Øresund bridge can be delayed or prevented due to, for example, high traffic load, traffic accidents, weather conditions, or due to other damages and/or maintenance work on the Øresund bridge.

**4.2** The Customer is responsible for obtaining and evaluating current traffic information to ensure that the vehicle is driven in a way that is adapted to the conditions during a crossing. Øresundsbro Konsortiet is not responsible for damages related to the Customer's or other road users' traffic.

**4.3** The Customer undertakes to follow, at all times, the imposed traffic restrictions on the Øresund bridge.

**4.4** Øresundsbro Konsortiet is not responsible for direct or indirect damages, such as production loss or loss of income which affects the Customer due to delays or obstruction of passage.

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**4.5** The Customer is responsible for ensuring that all information provided by the Customer is correct and up to date. The registered information can be found in "My Account". It is the Customer's responsibility to update changes to the registered payment card and update expired payment cards, update information on registration number, as well as other information that the Customer is required to provide for administration of the agreement. If the Customer has provided incorrect or not updated information, the agreement can be annulled. The Customer is obliged to delete a registration number if the Customer no longer has access to that vehicle.

# 5. Price – Payment

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

**5.2** The price for the annual fee and for each crossing is determined based on the price list valid at the time, for the current vehicle category covered by the subscription agreement (as described in Øresundsbro Konsortiet's website), and in applicable cases after deduction of volume-based discount on the number of crossings per vehicle category of the Customer in the current calendar year.

**5.3** The price for crossings is determined each calendar year from the number of crossings per vehicle category, as the Customer expect to make in the calendar year. If the Customer has fewer crossings than expected, the Customer will be charged the difference between the set price and the price that the Customer rightly should have paid. Conversely, the Customer is reimbursed if more crossings than expected have been made. Collection and repayment according to this point is made after the turn of the year. Øresundsbro Konsortiet reserves the right to adjust the Customer's assessment of the number of crossings in the calendar year, if it turns out that the

Customer repeatedly makes fewer number of crossings in the calendar year than expected. A terminated agreement can be reopened later upon payment of a new annual fee.

**5.4** Section 5.2 and 5.3 do not apply, if the Customer has chosen ØresundCOMMUTER and ØresundCOMMUTER+ in connection with entering into the subscription agreement.

**5.5** Payment of the annual fee and for completed crossings is made via the Customer's Issuer.

**5.6** In the event of overdue payment, default interest will be charged from the due date according 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 Øresund®

**6.1** In connection with CLUB Øresund (the "Benefit Program") the Customer receives offers from established companies on the other side of Øresund than where the Customer is established, and which cooperates with Øresundsbro Konsortiet ("Partner"). The offers are published on Øresundsbro Konsortiet's website and by e-mail, if the Customer has given its consent.

**6.2** The Customer has the right to renounce the right at any time to receive more offers by contacting Øresundsbro Konsortiet's customer service (kontakt@oresundsbron. com). As long as the Customer's message is processed, already scheduled broadcasts can be forwarded to the Customer.

**6.3** Any Partner offer that the Customer receives within the framework of the Benefit Program, is presented by the Partner. Øresundsbro Konsortiet has no responsibility for these offers, and any complaints and claims about compensation in connection with the use of an offer must therefore always be addressed to the Partner.

## 7. Video recordings

The payment facility is video monitored to prevent unauthorized passage and to enable collection of payment. Video surveillance is also carried out to provide information about the traffic situation and to be able to provide assistance in connection with accidents. More about monitoring and processing of personal data can be found in the Privacy Policy at the Øresund bridge website.

#### 8. Governing law and disputes

The subscription agreements are subject to Danish law if the Customer resides in Denmark. Any disputes must in that case be decided by the Danish public courts. The agreement is subject to Swedish law if the Customer resides in Sweden. Any disputes must then be settled by the Swedish courts. If the Customer is neither resident in Denmark or Sweden, Swedish law applies, and disputes shall be settled by Swedish public courts with Malmö District Court (Malmö tingsrätt) as first instance.

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