# ØresundGO® and ØresundCOMMUTER



#### General provisions for the agreement

# 1. ØresundGO and ØresundCOMMUTER

1.1 The agreement may only be entered into by a private person (the "Customer") and is entered into with Øresundsbro Konsortiet I/S ("Øresundsbro Konsortiet"), reg. no. 24246787. The agreement is a continuing subscription agreement which during the year of the agreement entitles the Customer to a discount on crossings over the Øresund bridge by payment of an annual subscription fee, and gives access to the benefit program CLUB Øresund®. Customers with a commuter agreement also has the opportunity to choose the additional product "ØresundCOMMUTER+" which is described under section 2.

Unless otherwise stated, the terms found in these general provisions also apply if the Customer has chosen Øresund-COMMUTER and ØresundCOMMUTER+.

- 1.2 To enter this agreement, the Customer must also enter into an agreement with an issuer of an automatic payment solution with a valid payment card connected. This could be an ØresundPay-agreement with Øresundsbro Konsortiet or any other issuer of payment, that Øresundsbro Konsortiet has accepted on the Øresund Bridge (in the following "Payment Instrument" and "Issuer"). The Payment Instrument will be linked to the agreement in connection with the establishing of the agreement. When entering into the agreement, the Customer must provide information including name, address, telephone number, e-mail address, etc., as well as identification of the Customer's payment solution and the Customer must assign one vehicle registration number 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 and shared with Issuers for the duration of the agreement, Øresundsbro Konsortiet may 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 agreement may only be used for private, noncommercial purposes, including travel to and from the Customer's permanent workplace. The agreement does not entitle crossings and rights to pass the bridge to be resold.
- 1.4 The agreement runs until it is terminated by the Customer or Øresundsbro Konsortiet. The annual fee is invoiced annually in advance via the Issuer. The Customer can terminate the agreement with 30 days' notice to the end of a month in the Customer's self-service "My account" at the webpage or by contacting Øresundsbro Konsortiet.
- 1.5 Øresundsbro Konsortiet has the right to immediately terminate the agreement in the event of a material breach by the Customer of its obligations under the agreement or in the event of any other misuse by the Customer. For example, the Customer's failure to pay on time and failure to update valid and current information according to section 1.7, or for example misuse of the allowed numbers of the associated registration numbers, are considered a material breach. Øresundsbro Konsortiet also has the right to terminate the agreement with 2 months' notice. Øresundsbro Konsortiet's termination must be done by e-mail or letter to the Customer.
- **1.6** Øresundsbro Konsortiet has the right to (a) change the Customer's annual fee and the fee for early termination after section 6.4 and (b) to, on an ongoing basis, implement changes on the provisions of the agreement with 30 days' notice. Such changes may occur due to inflation, to coverage of external costs associated with the agreement and/or the operation of the Øresund bridge, in the event of changes in the Øresundsbro Konsortiet's services under the agreement or changes in products in general,

as well as changes in taxes and charges, or changes in legislation, regulation or practice or interpretation thereof. Øresundsbro Konsortiet can also change the provisions of the agreement when there are minor unimportant changes or changes that are not to the Customer's disadvantage. Notification will made via "My Account". Significant changes will also be notified via e-mail, and the Customer will be given the opportunity to terminate the agreement before the changes take effect. Øresundsbro Konsortiet also has the right to continuously carry out price adjustments for crossings with 30 days' notice after publication on Øresundsbro Konsortiet's website (www.oresundsbron.com). The Customer's continued use of the agreement after the changes have been implemented constitutes acceptance of the new price adjustments and terms.

- 1.7 The Customer 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 recovery of payment. In addition, information about the Customer's contractual relationship, including traffic patterns etc. will be shared with the Issuer whom the Customer has entered into a payment agreement. The Customer must immediately notify Øresundsbro Konsortiet if changes occur in the provided Customer related information. Changes to the specified payment card and the vehicle's registration number must be disclosed to the Issuer and it is the Customer's responsibility that information on the payment card and registration number/license plate is updated.
- **1.8** In Øresundsbro Konsortiet's self-service "My Account" the Customer finds information about previous crossings and other information about the agreement.
- 1.9 The agreement and the resulting rights and obligations cannot be transferred to others without Øresundsbro Konsortiet prior approval. However, the Customer is entitled to let other persons in the same household use the Payment Instrument to the extent that it is allowed according to the conditions set by the Issuer. However, it should be noted that this is a prerequisite for application of the agreement, that crossings are made by the Customer, or another member of his or her household. Any crossings made by a person other than those in the household, with a Payment Instrument linked to the agreement, do not qualify for a discount.

# 2. ØresundGO, ØresundCOMMUTER and ØresundCOMMUTER+

**2.1** The Customer has the opportunity to select the product "ØresundGO", "ØresundCOMMUTER" and "Øresund-COMMUTER+" in connection to entering the agreement.

ØresundGO allows for associating maximum 2 registration numbers at a time. The Customer may choose 1 bizz and 1 registration number, or 2 registration numbers at the same time. In "My Account" it is possible to change the registration numbers associated with the agreement, however, during a calendar year a maximum of 5 registration numbers may have been associated with the agreement in total. The Customer is obliged to enter and continuously update the vehicle's registration number in "My Account". If more registration numbers are added to the agreement than the permitted 5 per calendar year, crossings with these additional registration numbers will not be eligible for a discount.

ØresundCOMMUTER is an additional subscription, which gives the Customer a discount on crossings and is aimed to be used by those who live and work on different sides of Oresund. The agreement is for private use and not for commercial use and can only be used by the Customer or another person within the Customer's household. If the Customer chooses ØresundCOMMUTER, the Customer may

associate 1 vehicle or 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 associated with the agreement at a time and during the calendar year a maximum of 5 registration numbers may have been associated with the agreement. 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 prices appear on the valid price list, as described on the Øresundsbro Konsortiet's website.

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. CLUB Øresund

- **3.1** Upon entering the agreement, the Customer becomes a member of CLUB Øresund (the "Benefit Program"). Through CLUB Øresund the Customer receives offers from established companies on the other side of Øresund than where the Customer lives, and which cooperates with Øresundsbro Konsortiet ("Partner").
- **3.2** The offers are based, among other things on the areas of interest specified by the Customer. The Customer consents to that information about which offers the Customer has used, can be passed on to Øresundsbro Konsortiet from the Partner, as well as that information obtained from the Customer and from the Partner is processed by Øresundsbro Konsortiet and used for marketing towards the Customer.

# 4. Marketing

- **4.1** The Customer has the right, at any time, to unsubscribe from direct marketing by notifying the Øresundsbro Konsortiet's Customer service (kontakt@oresundsbron.com). Before the Customer's withdrawal of consent is processed, already scheduled marketing may be sent to the Customer
- **4.2** Any Partner offer that the Customer receives within the framework of the Benefit Program, is presented and offered 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

Øresundsbro Konsortiet Kay Fiskers Plads 10, 2300 København S Denmark Telefon +45 70 23 90 60 kontakt@oresundsbron.com Øresundsbro Konsortiet Box 4266, 203 14 Malmö Sweden Tel. +46 40 22 30 00 kontakt@oresundsbron.com DK: CVR nr. 24246787 SE: Org. nr. 946001-3387 Page 1 June 2023



# ØresundGO® and ØresundCOMMUTER



### 5. Liability

- **5.1** Crossing over the Øresund bridge can be delayed or prevented/obstructed due to, for example, high traffic load, traffic accidents, weather conditions, or due to other damages and/or maintenance work on the Øresund bridge.
- **5.2** 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. Øresundsbro Konsortiet is not responsible for damages that are related to the Customer's or other road users' traffic or driving.
- **5.3** The Customer undertakes to follow, at all times, the imposed traffic restrictions on the Øresund bridge.
- **5.4** 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.
- 5.5 The Customer is responsible for ensuring that all the 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 the vehicle's 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 immediately. The Customer is obliged to delete a registration number if the Customer no longer has access to that vehicle.

# 6. Price - Payment

- **6.1** The obligation to pay for the crossing incurs when the vehicle passes the last exit before the Øresund bridge.
- **6.2** The price for the annual fee and for each crossing is determined by Øresundsbro Konsortiet and appears from the valid price list. The annual fee and the price for the crossing can be changed by Øresundsbro Konsortiet in accordance with section 1.6.

- **6.3** Payment of the annual fee is made in advance when a new contract year is started. The first contract year runs from the date of the Customer's registration of its agreement. The annual fee is only notified by the monthly specification. Upon termination, the remaining part of the most recently paid annual fee is refunded, calculated from the last date of the termination period, with deductions of the fee mentioned in section 6.4. Repayment is made via the Customer's Issuer. A terminated agreement can be reopened later with a payment of a new annual fee. Customer history is stored in "My Account" in accordance with Øresundsbro Konsortiet's Privacy Policy.
- **6.4** Upon termination within the first 6 months from the establishment of the agreement, the Øresundsbro Konsortiet charges a fee of DKK 145/ SEK 175. The fee can be changed in accordance with section 1.6.
- **6.5** Payment of the annual fee and completed crossings takes place via the Customer's Issuer.
- 6.6 Recovery of the payment takes place via the Customer's Issuer. In the event of overdue payment, default interest will be charged from the due date according to the applicable interest law. Fees will be added for costs incurred in connection with the handling of payment reminders and debt collection.

#### 7. Video recordings

The payment facility is video monitored to prevent unauthorized passage and to enable collection of payment. Video surveillance is also used along the bridge 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. Complaints

8.1 You are always welcome to contact Øresundsbro Konsortiet, if you have a complaint about the agreement. If no agreement can be reached on a complaint, you can complain to Center for Complaint Resolution, Nævnenes Hus, Toldboden 2, 8800 Viborg, if the conditions are met.

You can also complain to the Center for Complaint Resolution (Center for Klageløsning) via www.forbrug.dk. Or Startsida | Anmäl till Konsumentverket. The EU Commission's online complaints portal can also be used when filing a complaint. This is particularly relevant if you are a Customer in an EU country other than Denmark and Sweden. The complaint can be lodged at the following link: http://ec.europa.eu/odr. When filing a complaint, the Øresundsbro Konsortiet's e-mail address must be stated: kontakt@oresundsbron.com.

### 9. Governing law and disputes

The 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 agreements are subject to Swedish law if the Customer resides in Sweden. Any disputes must then be settled by the Swedish public courts. If the Customer is neither resident in Denmark or Sweden, Swedish law applies, and disputes shall be settled by Swedish courts with Malmö District Court (Malmö tingsrätt) as first instance, unless the Customer, is entitled by statue to demand that proceedings should be governed be a different law and/or in another forum.



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