

## General terms and conditions

### 1. BroPas agreement

**1.1** The BroPas 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 BroPas agreement is a subscription agreement which entitles the Customer to discount on crossings over the Øresund Bridge and access to the benefit programme Club BroPas against payment of an annual subscription fee. Further, the Customer may choose to add the product "BroPas Commuter" to the BroPas agreement, as described in section 2 below.

**1.2** In order to conclude the BroPas 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 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 BroPas agreement in connection with the conclusion of the agreement.

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

**1.4** The BroPas agreement shall apply until terminated by either party. The Customer shall be entitled to terminate the BroPas agreement at any time by giving one (1) month's notice, effective as of the end of the calendar month, to Øresundsbro Konsortiet.

**1.5** Øresundsbro Konsortiet shall be entitled to terminate the BroPas agreement with immediate effect if the Customer is in material breach of his or her obligations under the BroPas 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 1.7 below. In addition, Øresundsbro Konsortiet shall be entitled to terminate the BroPas agreement with (2) months' notice. Such termination shall be notified to the Customer by email or letter and be made in relation to all customers with equivalent BroPas agreements as the Customer.

**1.6** 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. Such changes may, inter alia, occur as a result of inflation, changes of external costs in relation to the BroPas agreement and/or the operation of the Øresund Bridge, changes in the services provided by Øresundsbro Konsortiet under the BroPas agreement, changes in taxes and fees as well as changes in legislation, other regulations or case law, or the interpretation thereof. In addition, Øresundsbro Konsortiet may change the terms of the BroPas agreement from time to time in relation to minor non-significant changes or changes that are not to the detriment of the Customer.

Information about any changes is provided by message via "My BroPas" or by e-mail to the Customer. Significant changes are always notified by e-mail and the Customer shall be given the opportunity to terminate the BroPas agreement before the changes take effect.

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 BroPas agreement after price changes have been implemented shall be deemed to imply acceptance by the Customer of such price changes.

**1.7** The Customer hereby consents to the automatic registration and processing of his or her customer details and crossing data, for the purposes of administrating 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. Change of the specified debit/credit card or change of the linked Payment Instrument must be informed to the issuer.

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

**1.9** The BroPas 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 the Payment Instrument to the extent such use is permitted in relation to the terms and conditions provided by the Issuer. It should, however, be noted that a prerequisite for the BroPas 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 linked to this BroPas agreement, do not entitle a discount.

### 2. BroPas Commuter

**2.1** The Customer may choose the product "BroPas Commuter" in connection with the conclusion of the BroPas agreement. BroPas Commuter is a special subscription that gives the Customer a discount on crossings, and which is intended for people who live on the one side of Øresund and work on the other side.

**2.2** If the Customer chooses BroPas Commuter, the Customer shall assign one (1) or maximum two (2) vehicles to the BroPas agreement. The Customer is obliged to provide and continuously update the vehicles' registration number via "My Account".

**2.3** The price for a certain crossing with BroPas Commuter depends on the total number of completed crossings under the agreement during the month in question. The prices are stated in the price list applied by Øresundsbro Konsortiet from time to time (which is available on Øresundsbro Konsortiet's website).

### 3. Club BroPas

**3.1** 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 that cooperate with Øresundsbro Konsortiet ("Partners").

**3.2** Mail-outs of offers are based, inter alia, on areas of interest notified by the Customer. The Customer agrees that information about which offers the Customer uses is submitted to Øresundsbro Konsortiet by each Partner and that information obtained from the Customer and each Partner is used by Øresundsbro Konsortiet in marketing to the Customer.

**3.3** 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.

**3.4** Any offers the Customer receives within the scope of the Benefits Programme are provided by the relevant Partner. 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.

### 4. Further on iTicket

**4.1** 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 BroPas agreement.

**4.2** Crossings using iTicket 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 iTicket up until cancellation of the same. All orders will be cancelled automatically upon termination of the BroPas agreement or in the event of payment default.

### 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 delayed or prevented crossing 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 determined based on the price list applied by Øresundsbro Konsortiet from time to time. The annual subscription fee and the price for crossings may be changed by Øresundsbro Konsortiet in accordance with section 1.6 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 BroPas agreement, will be refunded, and if applicable with a deduction for the fee specified in section 6.5 below. Refunds are made by the Customer's Issuer. A terminated agreement can be reopened upon payment of a new annual fee. Customer history is stored in "My BroPas" in accordance with Øresundsbro Konsortiet's privacy policy.

**6.4** In the event the BroPas 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 1.6 above.

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

**6.6** Collection of the payment is made via the Customer's Issuer. 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.

## 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. Appeal

You are always welcome to contact Øresundsbro Konsortiet, if you have any complaint relating to the BroPas agreement.

Should the parties not be able to settle the matter, you may complain to the Swedish Consumer Agency, by using the agency's web-based service available at: <https://www.konsumentverket.se/aktuella-konsumentproblem/anmal-till-konsumentverket/anmalan/>

The EU Commission's appeal portal online may also be used to submit a complaint. This is particularly relevant if you are 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 Konsortiet'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 BroPas agreement shall be governed by Swedish law. In such case, any disputes shall be settled by a court of general jurisdiction in Sweden. Where the Customer is domiciled in Denmark, the BroPas agreement shall be governed by Danish law. In such case, any disputes shall be settled 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 settled 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.