

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 ØresundCOMMUTER 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, non-commercial 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 be 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 "ØresundCOMMUTER+" 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 the registration number can be changed 2 times, so during the 30-day period a maximum number of 3 registration numbers may have been associated with ØresundCOMMUTER+.

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 chooses as start date and the right of withdrawal is waived once the period has begun. 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.



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, Tolbodden 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 Startside | 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 statute to demand that proceedings should be governed by a different law and/or in another forum.

General terms and conditions

1. ØresundPay agreement

1.1 The ØresundPay 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 ØresundPay agreement enables the Customer to use an ØresundBizz® transponder, registered license plate and/or another method of payment provided or approved by Øresundsbro Konsortiet from time to time (herein referred to as the "Payment Instrument"). The Payment Instrument can be used as an automatic payment solution when crossing the Øresund Bridge and with other operators with whom Øresundsbro Konsortiet cooperates.

1.2 The ØresundPay 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 ØresundPay agreement shall apply until terminated by either party. The Customer shall be entitled to terminate the ØresundPay 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 ØresundPay agreement, the Customer's ØresundBizz transponder shall be deactivated upon termination by the Customer.

1.4 Øresundsbro Konsortiet shall be entitled to terminate the ØresundPay agreement with immediate effect if the Customer is in material breach of his or her obligations under the ØresundPay 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 ØresundPay 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 ØresundPay agreement as the Customer.

1.5 ØresundBizz is the property of Øresundsbro Konsortiet. If the Customer has obtained an ØresundBizz, such ØresundBizz shall be disposed of as electronic waste in the event of termination of the agreement.

1.6 Øresundsbro Konsortiet shall be entitled to make changes to prices, fees and provisions of the ØresundPay agreement with thirty (30) days' notice. Such changes may, inter alia, occur as a result of inflation, changes of external costs in relation to the ØresundPay agreement, changes in the services provided by Øresundsbro Konsortiet under the ØresundPay 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 ØresundPay 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 Account" 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 ØresundPay agreement before the changes take effect.

1.7 The Customer hereby consents to the automatic registration and processing of his or her customer details and crossing data and data regarding additional transport related services, in Sweden and Denmark, for the purposes of administrating the ØresundPay agreement and for credit information and debt collection purposes. The Customer shall immediately notify Øresundsbro Konsortiet or its issuer of any changes to his or her customer details, including change of the specified debit/credit card or change of the license plate.

1.8 Details of crossings made by the Customer and a monthly specification are available to the Customer on Øresundsbro Konsortiet's 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 sixty (60) days 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 (depending on which occurs first).

1.9 The ØresundPay 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 provided by Øresundsbro Konsortiet, provided that the Customer is responsible for payment of the crossings and ensures that the use are in accordance with the terms and conditions of the ØresundPay agreement.

2. Further on the use of Payment Instruments

2.1 The ØresundPay agreement entitles the Customer to crossings via electronic payment lanes on among others the Øresund Bridge for such categories of vehicles as are covered by the ØresundPay agreement according to the description on for example Øresundsbro Konsortiet's website from time to time. Øresundsbro Konsortiet's website contains detailed information hereof.

2.2 Crossings using the Payment Instrument will be charged when the crossing takes place.

2.3 Once the Customer has added one or more license plates/license numbers under "My Account", the license plate will function as a Payment Instrument. The Customer is obliged to pay for completed crossings with the license plate. The customer must continuously update the linked license plate and ensure that the specified license number is correct. In the event of sale or other transfer of the vehicle in question, the Customer is further obliged to deregister the license number under "My Account".

2.4 The Customer is liable for authorised use of the Payment Instrument, unless the amount charged for a crossing is higher than the amount stated in the applicable price list of the relevant operator. "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 1.9.

2.5 Loss of the Payment Instrument must be reported immediately to Øresundsbro Konsortiet through the online service "My Account". The Customer is liable for loss caused by unauthorised use of the Payment Instrument if the Customer has failed to report a loss of the Payment Instrument or other persons unauthorised use of the Payment Instrument to Øresundsbro Konsortiet without undue delay, or if the Customer has acted fraudulently.

2.6 The Customer shall in no event be liable for unauthorised use of the Payment Instrument after the Customer has reported the loss to Øresundsbro Konsortiet or deregistered the license plate linked to the agreement.

3. EasyGo and other partnerships

3.1 Customers with valid ØresundBizz transponders shall, in addition to use on the Øresund Bridge, automatically be entitled to use their ØresundBizz transponders as a payment instrument when using toll roads and other transportation-related services connected to the EasyGo partnership (www.easygo.com). The Customer may also use his or her ØresundBizz transponder 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 transponder is available on Øresundsbro Konsortiet's website.

3.2 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 3 and section 4 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.

3.3 Customer who uses an ØresundBizz for the purposes of (a) using toll roads or other services within the scope of EasyGo or (b) using other services 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.

3.4 The Customer is responsible for payment in respect of the use of his or her ØresundBizz transponder (a) at toll stations operated by another operator connected to the EasyGo partnership, or (b) for the use of other services, until the ØresundPay agreement terminates or the ØresundBizz transponder is reported lost. However, the provisions of sections 2.3-2.5 shall also govern the Customer's liability pursuant to this section 3.4.

3.5 Complaints regarding services 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.

4. Payment

4.1 Øresundsbro Konsortiet shall be entitled to charge the costs of completed crossings made from a debit/credit card specified by the Customer, without the debit/credit card being presented.

4.2 If Øresundsbro Konsortiet cannot debit payment for completed crossings from the debit/credit card specified by the Customer, Øresundsbro Konsortiet will send an invoice to the Customer with payment term invoice date plus 8 days. 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.

5. Liability

Øresundsbro Konsortiet's liability follows the general rules of Danish law. Øresundsbro Konsortiet assumes no further liability towards the Customer.

6. Appeal

You are always welcome to contact Øresundsbro Konsortiet, if you have any complaint relating to the ØresundPay 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-konsument-problem/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.

7. Governing law and disputes

Where the Customer is domiciled in Sweden, the Øresund-Pay 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 ØresundPay 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.