

# TERMS AND CONDITIONS FOR TIME LIMITED PAYMENT AGREEMENT REGARDING PASSING FJORDFORBINDELSEN FREDERIKSSUND

## General Information

The website [www.fjordpay.dk](http://www.fjordpay.dk) (hereafter referred to as the "Website") is offered by the independent public company Fjordforbindelsen Frederikssund, reg. no. 37262749, Havnegade 2-4, 3600 Frederikssund.

If you have any questions to this agreement, please contact Fjordforbindelsen Frederikssund's customer service (hereafter referred to as the "Customer Service") by:

- E-mail: [kundeservice@fjordforbindelsen.dk](mailto:kundeservice@fjordforbindelsen.dk)
- Phone: +45 70 80 92 81
- Ordinary mail: Fjordforbindelsen Frederikssund Kundeservice, Vester Søgade 10, 1601 København V

## 1. The Agreement

### 1.1 The parties and subject of the Agreement

These terms and conditions apply to the Agreement between the independent public company Fjordforbindelsen Frederikssund and the Customer regarding the use of the license plate on one vehicle as identification for automatic payment, for a limited period of time, when the vehicle passes Fjordforbindelsen Frederikssund (hereafter referred to as the "Agreement"). The Customer must be at least 18 years to enter into an Agreement with Fjordforbindelsen Frederikssund.

### 1.2 Agreement period and notice

The agreement runs from the specified start time (date and time) to the specified end time (date and time), however, for a maximum of 20 days from the specified starting time. The Customer may terminate the Agreement at any time, without notice, by sending an e-mail to Customer Service.

### 1.3 Assignability

The Customer cannot assign the Agreement to a third party. Fjordforbindelsen Frederikssund is entitled to assign its rights and obligations under the Agreement without the consent of the Customer.

### 1.4 Obligation to provide information when entering into the Agreement

When entering into the Agreement, the Customer must provide the vehicle's license plate number, payment card information and e-mail for the purpose of establishing the Agreement. Fjordforbindelsen Frederikssund makes reservations that special information may also be required about the vehicle, including information on weight, environmental class, etc.

### 1.5 Price for the passage

The prices applicable at any time for passing Fjordforbindelsen Frederikssund will be indicated by signposting on the stretch in both directions at Fjordforbindelsen Frederikssund's toll station and on the Website. The price for the passage is determined by the weight of the vehicle. After conclusion of the Agreement, the Customer will not be charged an administrative fee when passing Fjordforbindelsen Frederikssund, unless it has not been possible to charge payment on the specified payment card, cf. section 3.3.

### 1.6 Obligation to provide information for incorrectly collected amounts

It is the Customer's responsibility to check that the Customer pays the correct price for the passage in relation to the weight of the vehicle. The Customer must notify Fjordforbindelsen Frederikssund if the price charged is incorrect, so payment or refund may be made for the Customer's passage(s) to the extent that it is agreed that the price charged is incorrect.

### 1.7 Changes to Customer information

The Customer's registered information can be updated by sending an e-mail to Customer Service. The Customer is responsible for ensuring that all information provided by the Customer in accordance with section 1.4 is correct and up to date at all times. Fjordforbindelsen Frederikssund Terms and Conditions time limited agreement 17-02-2021

### 1.8 Right of cancellation

The Customer may cancel the Agreement within 14 days of the Agreement being concluded.

The period of the right of cancellation does not start until the Customer has received the cancellation information in writing (e.g. on paper or e-mail).

For example, if the Customer enters into the Agreement on Monday the 1<sup>st</sup> and at the same time has received the said information, the Customer has a deadline up to and including Monday the 15<sup>th</sup>. If the Customer first received the information later, e.g. on Wednesday the 3<sup>rd</sup>, the deadline runs until Wednesday the 17<sup>th</sup>. If the last day of the cancellation deadline is on a Saturday, Sunday, public holiday, Constitution Day, Christmas Eve or New Year's Eve, the deadline runs until the following weekday.

Payment for one or more passages over Fjordforbindelsen Frederikssund, which the Customer may have made after entering into the Agreement, is not part of the Customer's right of cancellation, as the passage itself is not covered by the Agreement on the use of the license plate as means of identification for automatic payment. If the Customer applies the Agreement when passing the Fjordforbindelsen Frederikssund before the cancellation deadline has expired, payment for the passage, cf. section 3.1, will therefore not be refunded in the event of the Customer's subsequent cancellation.

In order to activate the right of cancellation, the Customer must announce his/her decision to cancel this agreement in an unequivocal statement to Fjordforbindelsen Frederikssund by sending an e-mail to [kundeservice@fjordforbindelsen.dk](mailto:kundeservice@fjordforbindelsen.dk). The customer may also use the standard cancellation form in Appendix I at the end of these terms and conditions, but this is not mandatory.

## 2. The Customer's obligations

### 2.1 Legible license plate

The Customer is obliged at all times to ensure that the license plate(s) of the vehicle is/are legible, cf. section 71 [4] [5] and [6] of the Executive Order on the Registration of Vehicles.

### 2.2 The maintenance of license plate information

If the Customer no longer has the vehicle with a license plate associated with the Agreement at his/her permanent disposal, the Customer is obliged to cancel the Agreement by writing an e-mail to Customer Service.

## 3. Payment

**3.1 Payment for passages** The obligation to pay for passages over Fjordforbindelsen Frederikssund enters into force the moment the vehicle passes the barrier-free toll station of Fjordforbindelsen Frederikssund. Payment is made up to 3 business days after the passage by means of the payment card which the Customer has registered for payment, cf. section 1.4. Fjordforbindelsen Frederikssund subsequently issues an invoice specification to the Customer. The invoice specification is provided by the registered e-mail, and can also be requested by contacting Customer Service.

### 3.2 Deadline for complaints

If the Customer wishes to object to a payment, this must be done as soon as possible after the specification is received by e-mail, the Customer's online bank or the receipt of a bank statement for the payment card used, whichever is first received.

### 3.3 Not completed payment on payment card

If Fjordforbindelsen Frederikssund is unable to charge payment for completed passages on the payment card specified by the Customer, Fjordforbindelsen Frederikssund sends an invoice to the Customer, charged with an administration fee, cf. section 4. The invoice is due for payment 28 days after the invoice date.

### 3.4 Payment with other types of identification

If the Customer, at the passage over Fjordforbindelsen Frederikssund, has another active type of identification that is activated by the passage, e.g. a bizz placed in the window or the license plate registered to a valid bizz agreement, and which is approved by Fjordforbindelsen Frederikssund, the Customer will be charged payment from the issuer of this

other active type of identification in accordance with the Customer's agreement with the issuer, and not via this payment agreement with Fjordforbindelsen Frederikssund. The Website contains a list of approved issuers of these types of identification. Fjordforbindelsen Frederikssund Terms and Conditions time limited agreement 17-02-2021

### 3.5 Other payment agreements with Fjordforbindelsen Frederikssund

If the Customer, for the time of passing the bridge, has other active payment agreements with Fjordforbindelsen Frederikssund, the Customer will be charged by the Agreement (this time limited agreement).

## 4. Fees and waiver of administration fee

4.1 Fjordforbindelsen Frederikssund charges a fee for a number of services in relation to the Agreement. The administration fees appear on the fee list on the Website.

4.2 New fees and fee changes can be introduced to meet inflation from 1 January 2019 (index 100), to cover external costs associated with the service covered by the fee, e.g. changed postage costs, changes in taxes and fees and in the event of amended legislation, regulation or practice.

## 5. Breach of contract

### 5.1 Termination of the Agreement

In the event of material breach of the Agreement, Fjordforbindelsen Frederikssund may terminate the Agreement with immediate effect. In this case, the Customer's ability to use the Agreement will be immediately blocked.

### 5.2 Conditions considered as material breach

The following factors are considered, among other things, as material breaches:

- Customer's lack of payment when due.
- Non reported information referred to in sections 1.4 and 1.7.

## 6. Liability and responsibility

### 6.1 The Customer's liability for authorized use

The Customer is responsible for all authorized use of the Agreement. The Agreement is solely for personal use by the Customer and members of the Customer's household. If the Agreement is used by a member of the Customer's household who has been entrusted with the Customer's vehicle in connection with the Agreement, this use shall be deemed authorized by the Customer.

### 6.2 The Customer's liability for unauthorised use

The Customer is responsible for the unauthorised use of the Agreement by others if the Customer has acted fraudulently, intentionally acted in violation of the Agreement, or has intentionally failed to notify Fjordforbindelsen Frederikssund of the vehicle's loss, theft or other unjustified acquisition or use of the vehicle's license plate(s) as soon as possible after the Customer has become aware thereof. Fjordforbindelsen Frederikssund can require further information about the circumstances of the unauthorised use, e.g. copy of police reports etc.

### 6.3 Fjordforbindelsen Frederikssund's liability for damages

Fjordforbindelsen Frederikssund's liability for damages to the Customer follows the general rules of Danish law. Fjordforbindelsen Frederikssund does not assume any liability extending beyond the general law of damages.

### 6.4 Delayed or impossible passage over Fjordforbindelsen Frederikssund

A passage over the Fjordforbindelsen Frederikssund may be delayed or impossible due to, for example, high intensity of traffic, traffic accidents and extreme weather conditions or due to other damages and maintenance work on Fjordforbindelsen Frederikssund. Fjordforbindelsen Frederikssund is not responsible for direct or indirect losses, such as loss of production or loss of income, due to delayed or impossible passage.

## **7. Use of information about the Customer**

### **7.1 Processing of Customer Information**

The information specified in section 1.4 is used for the administration of the Agreement. The contact information according to section 1.4 can also be used by Fjordforbindelsen Frederikssund to inform the Customer and for the preparation of general analyses of usage patterns, mapping of customer segments, etc. with a view to supporting the operation and relevant marketing of the Fjordforbindelsen Frederikssund. Fjordforbindelsen Frederikssund Terms and Conditions time limited agreement 17-02-2021

### **7.2 Video Recordings**

The barrier-free toll station of Fjordforbindelsen Frederikssund is video monitored to prevent unauthorised passage, to identify a vehicle and to collect payment. Upon the Customer's passage over Fjordforbindelsen Frederikssund, the Customer's vehicle and license plate will be recorded on video.

### **7.3 Customer's rights under applicable data protection law**

The customer has, according to the applicable data protection law, the right to access the registered information and may also object at any time to the processing of the Customer's information. The contact information for Fjordforbindelsen Frederikssund is stated in the introduction of the Agreement under "General Information". Fjordforbindelsen Frederikssund's privacy policy can be accessed at any time on the Website.

## **8. Right to complain**

### **8.1 Complaints and Objections**

Any complaints and objections regarding the passage over Fjordforbindelsen Frederikssund and/or the payment collection thereof must be made by contacting Customer Service. Any complaints and objections are dealt with by Fjordforbindelsen Frederikssund, who also makes decisions in these cases.

If no agreement can be reached between the parties, the Customer may bring an action before the courts, cf. section 11.2.

If the complaint relates to an amount that exceeds the minimum amount stipulated at any time (which as of 1 January 2019 is DKK 1,050) or if special circumstances exist, the Customer may file a complaint against Fjordforbindelsen Frederikssund to Center for Klageløsning (Centre for dispute resolutions), Nævnenes Hus , Toldboden 2, 8800 Viborg. A complaint can be filed to Center for Klageløsning via [www.forbrug.dk](http://www.forbrug.dk). When filing a complaint, the Customer must provide Fjordforbindelsen Frederikssund's e-mail address: [kundeservice@fjordforbindelsen.dk](mailto:kundeservice@fjordforbindelsen.dk). For Customers domiciled in another EU country, a complaint about Fjordforbindelsen Frederikssund's decision can be filed via the European Commission's online dispute resolution platform (OTB platform) at <http://ec.europa.eu/odr>. When filing a complaint, the Customer must provide Fjordforbindelsen Frederikssund's e-mail address: [kundeservice@fjordforbindelsen.dk](mailto:kundeservice@fjordforbindelsen.dk).

## **9. Communication with the Customer**

### **9.1 Communication with the Customer**

Fjordforbindelsen Frederikssund can exchange information with the Customer via the e-mail provided by the Customer when establishing the Agreement.

### **9.2 Overview of use of the Agreement**

An overview of the Customer's use of the Agreement can be found on the self-service solution "My Account" on the Website.

## **10. Changes in Terms and Conditions etc.**

### **10.1 Notification of changes**

The terms of the Agreement may be changed, e.g. to reflect changes in Fjordforbindelsen Frederikssund's technology, business model, system capacity or in relevant laws and regulations. Fjordforbindelsen Frederikssund may change the Agreement with one (1) month's notice. Notification of new terms and conditions is sent to the Customer via e-boks, by e-mail, by ordinary mail or is stated on the Website. Changes that are not to the prejudice of the Customer may be published without prior notice on the Website.

## 11. Applicable law and jurisdiction

### 11.1 Applicable Law

The Agreement is governed by Danish Law.

### 11.2 Jurisdiction

Any complaints regarding Fjordforbindelsen Frederikssund's decisions pursuant to section 8.1 or other disputes arising from this agreement may be brought before the Copenhagen City Court or the Customer's own home court if the Customer is a consumer.

**Appendix I** Fjordforbindelsen Frederikssund Terms and Conditions time limited agreement 17-02-2021

### Standard Cancellation Form

(this form should be filled-in and returned only if the right of cancellation is invoked)

To Fjordforbindelsen Frederikssund Customer Service, Vester Søgade 10, 1601 København V, e-mail: kundeservice@fjordforbindelsen.dk:

I/we \_\_\_\_\_

hereby announce that I/we wish to exercise the right of cancellation in connection with my/our Agreement with Fjordforbindelsen Frederikssund

The Agreement was concluded on \_\_\_\_\_

\_\_\_\_\_  
Name of the consumer

\_\_\_\_\_  
The address of the consumer

\_\_\_\_\_  
The signature of the consumer  
(only if the content of the form is sent by ordinary mail)

\_\_\_\_\_  
Date