

General Terms and Conditions for EPASS24 Customers

Effective as of 2018-05-02

Table of Contents

1. Applicability	9. The Customer's liability
2. Definitions	10. Complaints
3. General Terms and Conditions for Services	11. Duration of Agreement, early termination, etc.
4. Special terms and conditions for the Epass24 System	12. Force Majeure
5. Notification of assignments of claims	13. Confidentiality
6. Payment terms, etc.	14. Processing of personal data, etc.
7. Availability of the Epass24 System, intellectual property rights, etc.	15. Amendments, assignment, etc.
8. Epass24's liability	16. Miscellaneous
	17. Applicable law and disputes
	18. Customer Service

1. Applicability

1.1 The following terms and conditions (“General Terms and Conditions”) apply when ParkTrade Europe AB, 556673-0551 (“Epass24”), provides Services to natural and legal persons, consumers and businesses, (the “Customer”).

1.2 All Services are provided in accordance with mandatory law, and according to:

- any individually agreed terms and conditions; and
- these General Terms and Conditions.

In case of any inconsistencies between the above-mentioned provisions, precedence shall be taken in the order given above.

1.3 The Services provided are directed to either legal entities or natural persons above 18 years of age.

1.4 By applying for registration with Epass24 the Customer agrees with and accepts to be bound by these General Terms and Conditions. A binding agreement (the “Agreement”) arises when the Customer gains access to Epass24’s Services. These General Terms and Conditions form part of the Agreement between Epass24 and the Customer.

2. Definitions

2.1 In these General Terms and Conditions, and in connection with the Services provided, certain terms and expressions are used which shall be defined as below:

“**Website**” refers to Epass24’s website www.epass24.com.

“**App**” refers to Epass24’s mobile phone application.

“**Account**” refers to the account registered by the Customer on the Website or via the App.

“**Payment Service**” refers to payments of road toll charges via bank payment, card payment as well as automatic payment via a pre-registered payment card.

“**Toll Operator(s)**” refers to the road toll operator, such as the Swedish Transport Agency, linked to the EPASS24 platform.

“**Toll Charge(s)**” refers to charges issued by Toll Operators for passages via toll stations operated by the Toll Operator.

“**Toll Station(s)**” refers to locations where passages are registered and where vehicle owners are issued Toll Charges.

“**Epass24 System**” shall have the meaning that is defined in section 3.1.1

2.2 Definitions may also be found elsewhere in these General Terms and Conditions.

3. General Terms and Conditions for Services

3.1 General

3.1.1 Epass24 offers Customers the possibility to register an account (“Account”) at www.epass24.com (the “Website”) or via the Epass24 mobile app (“App”) in order to administrate and pay road toll charges (“Toll Charges”) issued by toll operators (“Toll Operators”) connected to the Epass24 System (“Epass24 System”). A list of these Toll Operators can be found on www.epass24.com (the “Website”). Epass24 also offers Customers the possibility to pay their road toll charges via bank payment, card payment or through automatic payment with a pre-registered payment card (“Payment Service”).

3.1.2 For a more detailed description of Services, reference is occasionally made to the information provided on the Website.

3.2 Access to Services, registration data, etc.

3.2.1 In order for the Customer to gain access to the Services offered, the Customer must register as an Epass24 user. Epass24 reserves the right to reject any application for registration.

3.2.2 An application for registration can be submitted via the Website, App or in other ways occasionally accepted by Epass24. In connection with the application for registration, the Customer provides the requested information, such as further specified personal data, a valid phone number, email address, and the registration number for at least one vehicle.

Furthermore, the Customer may select a payment method accepted by Epass24, and register a payment card or, as applicable, provide other information relevant for the selected payment method.

The Customer can add, remove or change details on vehicles and the selected payment method at any point in time.

3.2.3 Once the registration has been approved, the Customer is granted a nonexclusive and non-transferable right—which is non-limited in time and not sub-licensable—to use the Account and Payment Service.

The right to use the Account and Payment Service remains valid during the length of the Agreement and for as long as the Customer has an active user account and discharges their duties under the Agreement (including these General Terms and Conditions).

3.3 The Customer's undertakings and responsibility

3.3.1 The Customer is responsible for ensuring that accurate information regarding the Customer and relevant vehicles is registered with Epass24 at all times. Following registration, the Customer shall log into their account and verify that the registered information is accurate. Epass24 is under no circumstances liable for erroneously registered information, regardless of registration method.

3.3.2 The Customer is responsible for ensuring that any payment card registered through Epass24 is valid, unblocked, and that the associated account, if any, has sufficient coverage. The Customer shall provide Epass24 with relevant information regarding a new payment card, at the latest, by the end of the calendar month preceding the calendar month when the registered payment card expires.

3.3.3 The Customer is responsible for ensuring that their Login Credentials are kept and used in a safe manner, and not disclosed or otherwise made available to any unauthorized person.

3.3.4 The Customer shall, without delay, inform Epass24 as instructed from time to time on the Webpage or by notifying Epass24's customer service, if:

- the Customer has any reason to believe that an unauthorized person has gained access to or knowledge of their Login Credentials;
- any registered information regarding the Customer has been changed or should be updated; or
- a registered vehicle has been sold, temporarily deregistered, or otherwise will not be used in relation to the Services, in order for Epass24 to take appropriate measures, such as blocking the Login Credentials and/or the Customer's user account or updating the Customer's registered information.

The Customer shall also keep Epass24 notified of any other circumstances of importance to the Agreement and/or the provision of Services.

3.3.5 In addition to what is set out in the Agreement, the Customer shall comply with any instructions given by Epass24 from time to time.

3.3.6 The Customer is responsible for ensuring that the telephone, mobile phone or other technical equipment used by the Customer functions properly and is compatible at all times with the Epass24 System, as applicable. The Customer is also responsible for ensuring that the App is duly updated, if applicable.

4. Special terms and conditions for the Epass24 System

4.1 General

4.1.1 Through their Account, the Customer is able to obtain details on road toll charges and received cost specifications with relevant Toll Operators and Toll Charges in a digital format.

4.1.2 The Payment Service is used for the payment of Toll Charges. The Customer has the right to register one or several payment cards and activate the automatic debit of future road toll charges. If a payment card is registered and automatic payment is activated, Epass24 will automatically charge the registered payment card(s) for all relevant Toll Charges.

4.2 Terms of use

4.2.1 The Toll Service can only be used in the manner specified on the Website.

4.2.2 Epass24 provides information regarding toll charges made by the Customer on My Account.

4.3 The Customer's undertakings and responsibility

4.3.1 The Customer shall always comply with applicable laws and regulations, and the rules established by the relevant Toll Operator at any given time.

4.3.2 The Customer is responsible for keeping all information updated, including registered vehicles and payment card details.

4.3.3 If the Payment Service is not available or is out of function when the Customer shall pay due to reasons attributable to the mobile phone or other technical equipment used by the Customer, or the failure, disruption or delay of the Internet, or other communication network, the Customer is responsible for making proper payment to the Toll Operator(s) in any other way as instructed by the Toll Operator(s).

4.3.4 The Customer is responsible for ensuring that payment has been settled correctly, as well as for any fines and fees or charges for the payment thereof. Any dispute is a matter between the Customer and the relevant Toll Operator(s). Epass24 remains neutral in such disputes. However, Epass24 may, at its sole discretion and extent, provide information to the disputing parties.

5. Notification of assignments of claims

5.1 The Customer is hereby notified that

- Epass24 will acquire the relevant Toll Operator's claim on the Customer for the payment of the relevant Toll Charges.
- the Customer shall make payment for any assigned claim to Epass24 (and not to the relevant Toll Operator).

5.2 The Customer is notified via the Account, the App, email and/or SMS that a claim regarding payment of a toll charge has arisen and that Epass24 has acquired such claim from the relevant Toll Operator.

6. Payment terms, etc.

6.1 Payment is made either by charging the Customer's registered payment card or by any other payment method approved by Epass24 from time to time. The Customer selects and approves the payment method in connection with its application for registration. For information regarding additional payment terms applicable to each respective payment method, reference is made to the relevant payment service provider.

6.2 Toll Charges are charged after Epass24 has acquired the relevant claim regarding the Toll Charge from the relevant Toll Operator.

6.3 If payment is not made on time, Epass24 is entitled to charge a penalty interest fee in accordance with Section 6 of the Swedish Interest Act (SFS 1975:635) (Sw. räntelagen), from the due date until the time payment has been made in full. Epass24 is entitled to compensation for costs associated with the collection of due amounts (such as late payment reminders or debt collection demands).

7. Availability of the Epass24 System, intellectual property rights, etc.

7.1 The Epass24 System is generally available 24 hours a day, with the exception of time necessary for planned interruptions for upgrades, modifications, and maintenance. The Customer acknowledges that software can never be tested in all possible situations and that deviation from the agreed functionality and unexpected errors and disruptions may occur. Epass24 reserves the right to update the Epass24 System with new functions or otherwise modify it in order to, for example, adapt it to new technology, new security standards or new administrative procedures. Epass24 assumes no liability for any damages or losses arising in connection with the Epass24 System not being available, being out of function, or containing errors.

7.2 All copyrights (including the right to computer programs, source codes, object codes and algorithms) and other intellectual property rights (including trademarks and patent rights) relating to the Epass24 System and its contents are owned or licensed by Epass24 or its suppliers and partners. No such rights are transferred to the Customer by the virtue of this Agreement. The Customer is not allowed to use the Epass24 System or its contents for commercial purposes. The Customer does not have any right to copy, distribute, sell, publish, transfer, lend, sub-license, modify, or otherwise dispose of or take any action regarding the software included in the Epass24 System. The Customer does not have any right to engage in reverse engineering, decompilation, disassembling or in any way attempt to access the software's source code.

7.3 The Customer shall ensure that all information and materials which are transferred to the Epass24 System are free from damaging elements or source code or malware (such as viruses, worms and Trojan horses). The Customer is responsible for ensuring that the information which the Customer uploads to My Account or makes available via the App, does not infringe on any third party's intellectual property rights or otherwise conflict with the law, regulation or right of others.

7.4 Epass24 applies customary security measures to protect data. Unless Epass24 has acted negligently, Epass24 is not liable for any data being made available to a third party.

8. Epass24's liability

8.1 Epass24's aggregate liability shall in no event exceed an amount equivalent to one price base amount in accordance with Chapter 2, Section 7 of the Swedish Social Insurance Code (SFS 2010:110) (Sw. socialförsäkringsbalken), unless Epass24 has acted willfully or grossly negligent.

8.2 Epass24 is not liable for any damage or loss incurred by the Customer caused by:

- a) the Customer's fault or negligence, including if the Customer has not provided Epass24 with accurate information on vehicles and payment cards;
- b) the Customer not having discharged its duties under this Agreement or otherwise not complied with Epass24's instructions;
- c) error or insufficient functionality related to the Customer's telephone, mobile phone or other technical equipment (such as the equipment being switched off or having a discharged battery);
- d) failure, disruption or delay in telephone, Internet, or other communication network, or any telecommunication operator's actions or omissions affecting the Services' functionality or its availability;
- e) the Service having been cancelled by Epass24 due to reasons that prove to be incorrect, but which Epass24 had reason to believe were correct at the time of the cancellation and which justified the cancellation;
- f) disruption in or inadequate access to one or several Services which Epass24 could not reasonably have foreseen;
- g) the Customer's Epass24 account having been lost or stolen without the Customer informing Epass24 thereof, or otherwise been subject to unauthorized use;
- h) unauthorized use of the Login Credentials and/or the Services, or
- i) Force majeure (see section 16).

8.3 Epass24 is in no event liable for indirect or consequential damages such as, e.g., loss of profits. Epass24 is not liable for any damages in relation to the Customer's relationships with any third party.

9. The Customer's liability

9.1 The Customer shall indemnify and hold Epass24 faultless in the face of any damages or losses suffered by Epass24 as a consequence of the Customer's fault or negligence, the Customer not having discharged its duties under the Agreement or otherwise not having complied with Epass24's instructions.

9.2 The Customer shall also indemnify and hold Epass24 faultless in the face of any third party claims being made against Epass24, which are a direct or indirect consequence of the Customer's use of any Service.

10. Complaints

10.1 In case of a defective Service or an erroneous charge, the Customer shall submit a written complaint to Epass24's customer service without delay, and, at the latest, within 60 days from when the relevant Service started to be provided; or, alternatively, 60 days from when the Customer became, or should have become, aware of the relevant erroneous charge. The complaint shall clearly specify the nature of the defect or error. The Customer shall provide reasonable assistance to Epass24 in connection with any investigation made due to the complaint.

10.2 Complaints regarding erroneous Toll Charges are handled and decided upon in dialogue with the relevant Toll Operator.

11. Duration of Agreement, early termination, etc.

11.1 This Agreement is valid from the confirmation of registration by Epass24 (see section 1.4) until it is terminated in accordance with the terms of the Agreement, or as otherwise agreed in writing.

11.2 The Customer may terminate the Agreement with immediate effect.

11.3 Epass24 has the right to immediately suspend the Customer's access to the Services, cancel the Customer's account usage and/or terminate the Agreement with immediate effect if

- a) the Customer is in material breach of any of its undertakings under the Agreement;
- b) the Customer does not fulfill, or there is a reasonable reason to assume that the Customer will not fulfill, their payment obligations in relation to Epass24, or the Customer does not have a valid payment card or any other payment method registered through Epass24;
- c) the Customer, according to Epass24's reasonable assessment, could be expected to become insolvent;
- d) the Customer uses the Epass24 System, or any Service, in violation of the Agreement or in a way which may be detrimental or cause damage to Epass24 or any third party;
- f) the Customer has provided incorrect, incomplete or misleading information, or
- g) Epass24, based on an overall assessment, considers it likely that the Customer may be involved in, or linked to, criminal activity.

11.4 Termination of this Agreement shall be made in writing.

11.5 Termination of this Agreement (for whatever reason) shall not affect any rights and/or obligations incurred by a Party prior to the date the Agreement is terminated.

12. Force Majeure

Epass24 shall not be responsible or liable for failure or delay in carrying out the terms of this Agreement resulting from any cause or circumstance beyond Epass24's reasonable control, including, but not limited to, fire, flood or other natural disasters, acts of war, terrorist actions, labour conflicts, failure, disruption or delay in telephone, Internet or other communication network, restrictions in the general traffic, accident, explosion, disturbances, legislation or measures taken by governmental authority.

13. Confidentiality

Neither Party shall disclose confidential information regarding the other Party without the other Party's consent. However, the Customer acknowledges and consents to Epass24 sharing information regarding the Services and their usage to Toll Operators in order to discharge its duties in relation to them. Furthermore, the Customer acknowledges and consents to Epass24 reporting any misuse of the Services, illegal activities, fraudulent or inappropriate behavior and/or suspicions thereof to the police or any other competent authority.

14. Processing of personal data, etc.

14.1 Personal data is processed and handled in accordance with the General Data Protection Regulation (GDPR) and other applicable legislation for the protection of personal integrity.

14.2 As a controller of personal data, Epass24 registers and processes personal data regarding the Customer; among other things, the Customer's name, address, personal identity number, email address, mobile phone number, vehicle registration number and transaction information. Personal data, which may be subject to processing, mainly consists of information which the Customer, directly or indirectly, submits to Epass24 in connection with registration, and the use of Epass24's Services.

14.3 Epass24 will process the Customer's personal data for purposes such as the administration of Services, the performance of Epass24's duties under applicable laws, regulations and public authority decisions, the transmission of information and offers to the Customer (e.g., via the App, email and SMS), the development and analysis of Services and offers which are or may be provided by Epass24, for market and customer analysis and marketing purposes, and for purposes described in Epass24's privacy policy (the "Privacy Policy").

14.4 Epass24 and its partners may direct offers to the Customer via the App, email, SMS or in other ways. Marketing which directly targets the Customer shall comply with applicable laws, regulations, codes of conduct, and ethical guidelines.

14.5 The Services might include location-based functions, e.g. tracking of the Customer's position. In order to provide location-based services, Epass24 will collect, process, and share the Customer's location data, including the geographic location (in real time) of the Customer's mobile phone, from time to time in accordance with applicable law and the Privacy Policy.

14.6 By applying for registration with Epass24, the Customer consents to Epass24 using personal data, location data and other information, for the purposes and in the manner described herein, and to the processing of data as described in the Privacy Policy. Furthermore, the Customer consents to Epass24 and its partners directing offers to the Customer. If the Customer no longer wishes to receive such directed offers, the Customer may notify Epass24's customer service accordingly.

14.7 Each natural person has, upon request, the right to receive information about the processing of personal data concerning such person, free of charge, one time per calendar year. Upon notification from the Customer, or on its own initiative, Epass24 will correct any data found to be incorrect.

14.8 Epass24 uses cookies. A cookie is a text file that enables identification of the Customer's computer, mobile phone or other technical equipment. Epass24 uses cookies for the purposes described in the Privacy Policy. By applying for registration with Epass24, the Customer accepts that cookies are stored on the Customer's computer, mobile phone, or other technical equipment, as applicable, in accordance with the purposes set forth in the Privacy Policy. The Customer may choose not to allow cookies. However, doing so may impair the functionality of Epass24's Services.

14.9 Epass24's customer service answers questions related to Epass24's processing of personal data, location data, and the use of cookies.

15. Amendments, assignment, etc.

15.1 Epass24 reserves the right to amend these General Terms and Conditions. In such case, Epass24 shall promptly inform the Customer and make the new version of the General Terms and Conditions available to the Customer. Should the Customer thereafter continue to use the Services, the Customer shall be deemed to have accepted the amendments.

15.2 The General Terms and Conditions are available on the Website.

15.3 Epass24 has the right to assign, in full or in part, its rights and/or obligations under the Agreement without the Customer's consent. Furthermore, Epass24 has the right to employ sub-contractors to discharge its duties under the Agreement.

15.4 The Customer may not assign their rights and/or obligations under the Agreement to third party, without Epass24's written consent.

16. Miscellaneous

16.1 The Agreement constitutes the entire agreement between the Parties regarding the issues to which the Agreement relates.

16.2 The Parties agree that, should any provision of the Agreement be held invalid or unenforceable, such provision and the other terms and conditions of the Agreement shall apply to the extent allowed.

17. Applicable law and disputes

17.1 The Agreement shall be governed by and construed in accordance with Swedish substantive law.

17.2 Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall primarily be solved by voluntary agreement between the Parties. If the Parties are not able to reach an agreement, the dispute may, at the Customer's request, be considered by the National Board for Consumer Disputes (Sw. Allmänna reklamationsnämnden). A dispute may also be settled by Swedish courts, with the District Court of Stockholm (Sw. Stockholms tingsrätt) as the court of first instance.

17.3 This section shall survive the termination of the Agreement.

18. Customer service

If you have any questions regarding the Agreement and Services provided by Epass24, please contact Epass24's customer service.

Telephone: +46 (0)8 44 68 00 00

Email: support@epass24.com