



AutoPASS agreement.

General terms and conditions.

Valid from 1 January 2018

1. Introductory provisions.

- 1.1 The agreement enters into force and is valid when signed. The agreement consists of General Terms and Conditions and any local terms and conditions from the toll road operator (hereinafter referred to as the operator). The current version of General Terms and Conditions is available at www.autopass.no, or from the operator.
- 1.2 The agreement with the operator that has issued the tag is deemed to be the main agreement. If supplementary agreements are concluded with other toll road operators or ferry operators, they must be associated with the same tag. Use of tags in supplementary agreements assumes a valid main agreement.
- 1.3 The AutoPASS tag is used for electronic payment at toll plazas and ferries. The operator is entitled accordingly to charge the customer for use of the tag. See www.easygo.com for information on use in countries affiliated with the EasyGo partnership.
- 1.4 Tags are supplied by a tag issuer on payment of a deposit. The deposit will be refunded on termination of the agreement and/or when the tag is returned, but not if the tag is lost or damaged.
- 1.5 Rates and discounts for tag use in toll plazas and for ferry crossings are established by public authorities. Rate information is available at www.autopass.no, and from individual toll road operators and ferry operators.

2. The customer's obligations and rights.

- 2.1 The Regulation on the payment of tolls dated 28 November 2016, no. 1418, made pursuant to section 27 of the Public Roads Act, involves a duty to pay tolls. The party to the agreement in accordance with this agreement is deemed to be the owner/user in accordance with the regulation.
- 2.2 The tag must not be used in vehicles other than the vehicle to which the agreement is registered. The tag must be installed in accordance with the installation instructions.
- 2.3 The customer must familiarise him/herself with the meanings of light signals shown when passing a toll plaza. General information on the meanings of the light signals can be found at www.autopass.no. Local information is provided by the toll road operator or ferry operator where the tag is used.
- 2.4 The customer is responsible for ensuring that all information in the agreement is correct at all times. Any changes to this information must be reported to the operator immediately. The customer may at any time check whether the information in the agreement is correct and make changes via electronic customer pages, "My Page", or by contacting the operator.
- 2.5 Neither the tag nor the agreement can be transferred to any other party.
- 2.6 The customer is responsible for payment for all use of the tag, irrespective of who uses the tag. In the event of theft, the matter must be reported to the police before the customer's responsibilities pursuant to the agreement cease to apply.

- 2.7 If the tag is not read when passing, the customer, in his/her capacity as a party to the agreement, is responsible for any passing rate incurred as photographs of number plates are taken when passing toll plaza.
- 2.8 When the vehicle changes hands, the customer, in his/her capacity as a party to the agreement, is responsible for passing rates incurred for passing toll plazas until the operator has received notification of the change of ownership.
- 2.9 The customer may claim discounts and eventual exemptions for passing toll plazas when the tag has been read and the agreement is valid. The right to discounts and any exemptions ceases when the agreement is suspended, i.e. when the credit limit is exceeded, when unpaid claims are sent to debt collection, in the event of non-payment of an agreed advance amount, negative balance in accordance with an advance payment agreement or missing address, cf. clause 2.4. Invoices are sent to the vehicle's owner after this.
- 2.10 The full agreed advance payment must be deposited before the balance in an advance payment agreement becomes negative. The customer is responsible for paying a new advance payment even if an invoice or notification has not been received.

3. The operator's obligations and rights.

- 3.1 The operator is the provider of payment services between the customer and all operators in the AutoPASS and EasyGo partnership.
- 3.2 Light signals when passing toll plazas will notify the customer that the tag has been read. This does not apply at toll plazas that are exempt from displaying light signals.
- 3.3 Any claims against the operator are limited to refunds of charges imposed and paid in an unlawful manner and outstanding deposits and advance payments.
- 3.4 The operator bears responsibility for technical failure of toll equipment.
- 3.5 The operator must give the customer a discount in accordance with applicable provisions.
- 3.6 The operator may suspend the agreement, cf. clause 2.9.

4. Amendments to the agreement,

- 4.1 The operator may make minor amendments to the agreement with no prior notification to the customer.
- 4.2 Significant amendments to the agreement may only take place as a consequence of decisions by the authorities or other extraordinary conditions beyond the operator's control. Such amendments will be announced at the latest four weeks before the amendments come into force. Amendments to rates and prices will be announced in accordance with provisions specified by the Ministry of Transport and Communications and the Norwegian Public Roads Administration.
- 4.3 The agreement may be transferred to another operator if the operator discontinues its activities or ceases to issue toll tags. Notification of closure and any transfer of the agreement to another operator will be provided before the operator terminates its activities.

5. Data protection.

- 5.1 All use of the tag will be recorded for the purposes of payment control, for the production of anonymised statistics and as a basis for information to the customer. This data is recorded in compliance with statutory data protection provisions.
- 5.2 Automatic photographs of the vehicle's registration number may be taken as the vehicle passes.

- 5.3 Information on customers and customer transactions is used only for administration of the AutoPASS and EasyGo services and may be supplied to operators of AutoPASS and EasyGo in Norway and abroad, and to ferry operators in the event of electronic ticketing.
- 5.4 Information on passing will be retained in accordance with the data protection provisions pursuant to Norwegian law.
- 5.5 If the customer has selected an agreement which involves deletion of information on passing, this means that passing data will be deleted as soon as the passing operation has been charged to a valid agreement. It will not be possible to acquire passing data after deletion, not even in the event of any complaint.
- 5.6 The operator must provide an electronic customer page, "My Page", which contains an overview of the customer's agreements, passing operations, invoices and payments until the information has been deleted, cf. clauses 5.4 and 5.5. The operator is responsible for processing personal data associated with the customer's use of My Page. The purpose of this processing is to provide the customer with a practical opportunity to manage his/her customer relationship. Information from My Page may be submitted to the Norwegian Public Roads Administration, other toll companies and issuers if so selected by the customer him/herself. Use of My Page is voluntary for the customer. The customer is entitled to request to view the information processed by the operator via My Page and to demand that defective information is corrected.

6. Communication and complaints.

- 6.1 Enquiries from the customer concerning the tag must be directed at the operator with which the customer has his main agreement, cf. clause 1.2. Other enquiries must be directed to the operator with which the customer has an agreement.
- 6.2 Unless determined otherwise, notifications from the operator to the customer regarding the agreement must be sent by post or e-mail to the address specified in the agreement, and where applicable information on such notifications must be published via the operator's website. Notifications may also be provided on invoices, by text message to the cell phone number provided in the agreement, in reminders and in debt collection notices.
- 6.3 Complaints on the charging of passing operations, etc. must be submitted to the operator within three weeks of the time at which the customer became or ought to have become aware of the situation on which the complaint is based. Legal disputes must be decided by a court in the operator's court of venue, which is the jurisdiction in which the operator has its head office, cf. the Norwegian Dispute Act, Chapter 4.

7. Termination of the agreement.

- 7.1 The Customer is entitled to terminate the agreement with the operator at any time. The tag must be returned to the operator as soon as possible upon termination of the agreement. The deposit will be refunded. Claims for reimbursement against the operator will be statute-barred after three years.
- 7.2 The operator may terminate the agreement with one month's notice when amended conditions decided upon by the authorities make this necessary, cf. clause 4.2.
- 7.3 The agreement may be terminated by the operator in the event of a negative balance pursuant to an advance payment agreement, when outstanding claims have been sent for debt collection, if the party to the agreement dies or becomes bankrupt, and if a tag for a light vehicle has been inactive for more than two years.
- 7.4 The operator may terminate the agreement with immediate effect if the customer is in material breach of the obligations arising from the agreement.