

# General terms and conditions for AutoPASS agreement

Valid from 1 May 2021

## 1. General terms

### 1.1

The agreement enters into force and is valid from the time the vehicle is assigned to the register in AutoPASS Samvirke. Normally this happens one to five working days after the User has registered as a customer. 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](http://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](http://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](http://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## **2.3 [Repealed as at 15.01.2019]**

## **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**

In the event of a change of ownership of a vehicle, the agreement holder is responsible for the accrued passages until the change of ownership has been received by the Company, and the change of ownership has been registered with AutoPASS Samvirke. This applies regardless of whether the passages are identified by the tag or by photo of the number plates taken when passing toll stations. It can take from one to five working days from a change of ownership is reported until it is registered in AutoPASS Samvirke.

## **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.

# **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** [Repealed as at 15.01.2019]

**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** The customer's personal data is processed for road toll collection purposes, specifically in accordance with GDPR Article 6 No. 1 letter e), cf. the Norwegian Public Roads Act section 27, subsection 5. The toll road operators and The Norwegian Public Roads Administration are joint data controllers for the processing of the customer's personal data.

**5.2**

Personal data is processed as soon as there are agreement passages in toll plazas/ferry quays. Registration when passing is done by reading the tag, or by automatic photo, cf. also clause 2.6 and 2.7.

**5.3**

The categories of personal data that are processed about you as a customer are

- Name, contact information and method of payment
- Tag ID and number plate (vehicle number plate)
- Vehicle information - Passage information (time and place)
- Billing and payment information
- Agreement number and date

#### **5.4**

Tag ID and number plate may be disclosed to the Police, Norwegian Customs and inspection authorities from the Norwegian Public Roads Administration for inspections pursuant to regulations relating to electronic payment devices in motor vehicles (over 3,500 kg). For light vehicles only the tag ID is disclosed.

#### **5.5**

The personal data as mentioned in clause 5.3 may be disclosed to ferry companies in the event of electronic ticketing in Norway, as well as to toll road operators, ferry operators and foreign data processors.

#### **5.6**

Personal data may also be disclosed when other valid grounds for processing exist pursuant to statute or regulation, e.g. when the Police request information pursuant to criminal procedure law, or for statistical or research purposes.

#### **5.7**

The toll road operator must provide an electronic customer page, "My Page", which contains an overview of the customer's agreements, passing operations, invoices and payments. The purpose of this processing is to provide the customer with a practical opportunity to manage his/her customer relationship.

#### **5.8**

The Customer is entitled to demand access to data that is processed by the toll road operator pursuant to GDPR article 15, and to demand rectification of inaccurate information pursuant to GDPR article 16. The Customer may also request erasure of personal data to the extent this follows from GDPR article 17. Refer to the toll road operator's applicable privacy statement.

#### **5.9**

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.

## **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.

This is an unofficial translation of general conditions. In Norwegian: Dette er en uoffisiell oversettelse av generelle vilkår. Dette er ikke et juridisk bindende dokument.