

E-Toll Account Terms and Conditions

1. Opening an E-Toll Account

- a. You must complete an Application. By completing and submitting an Application you accept these E-Toll Account Terms and Conditions.
- b. We may decide whether to accept or reject your Application.
- c. You may choose up to two Authorised Representatives to operate your E-Toll Account. You remain responsible at all times for the acts or omissions of your Authorised Representatives, including for any tolls, fees or charges they incur.
- d. The Application Form for business E-Toll Accounts must be completed by the authorised Business Contact.
- e. You warrant that the information in your Application is true and correct.

2. Payments, fees and charges in connection with opening and using your E-Toll Account

General

- a. Toll charges and administration and enforcement or other fees and charges imposed by the operator of a toll road will be charged to your E-Toll Account. You are responsible for any tolls, fees or charges incurred in connection with your E-Toll Account, your Tags, any Authorised Vehicle and these Terms and Conditions.
- b. We reserve the right, to the extent permitted by law, to charge you administration and other fees and charges relating to your E-Toll Account or any Tag registered to your E-Toll Account.
- c. A minimum Top-Up Amount may apply depending on the E-Toll Account type selected.
- d. A maximum Top-Up Amount may apply depending on the E-Toll Account type selected.
- e. We may send a low balance notification to you via email, SMS or mail when the E-Toll Account falls below the Top Up Trigger and fees and charges may apply.
- f. We may send a Blacklisted notification to you via email, SMS or mail when the E-Toll Account falls below zero and fees and charges may apply for sending the notification. A further fee may also be charged for being Blacklisted.

E-Toll Frequent User/Infrequent User Account

- g. If we accept your Application and you are a Frequent User or an Infrequent User, you must pay to us:
 - i. an Opening E-Toll Account Balance; and
 - ii. a Tag Security Deposit.

Your E-Toll Account will not be opened until the payments are received by us.

- h. For Frequent Users and Infrequent Users, each time your E-Toll Account balance less the Tag Security Deposit falls to or below the Top Up Trigger, we may debit from your Nominated Account/Nominated Credit Card the applicable Top-Up Amount which will be deposited into your E-Toll Account. The applicable Top-Up Amounts will be identified on the myE-Toll website from time to time. You may request an alternative debit amount (a specified limit applies to Infrequent Users).
- i. We may revise the Top-Up Amount to cover the average monthly amount of tolls paid, rounded up to the nearest multiple of \$10.00 for each Tag. This amount will be based on the previous three (3) months toll charges divided by the number of Tags issued.
- j. If your average monthly Tag usage is greater than a specified amount we may classify you as a Frequent User.
- k. We may charge you an administration fee each time the balance of your E-Toll Account falls to or below \$0.00.

Easy Toll Manual and Automatic Top-Up Account

- l. If we accept your Application, you must pay to us:

- i. an Opening E-Toll Account Balance; and
- ii. a Registration fee.

Your E-Toll Account will not be opened until the payments are received by us.

- m. For Automatic Top Up, each time your E-Toll Account balance falls to the Top Up Trigger, we may debit from your Nominated Account/Nominated Credit Card the applicable Top-Up Amount which will be deposited into your E-Toll Account. The applicable Top-Up Amounts will be identified on the myE-Toll website from time to time.
- n. Account fees will be charged on a monthly arrears basis, in an amount which may vary depending on the number of tags per E-Toll Account.
- o. A top up fee may apply depending on the payment method selected.

Short Term Tags Account

- p. If we accept your Application, you must pay the Short Term Tag Weekly Fee one week in advance . Your E-Toll Account will not be opened until your payment has been received in cleared funds by us.
- q. The Short Term Tag Weekly Fee plus any tolls you incurred in the previous week will be charged on a weekly basis.
- r. Each time your E-Toll Account balance reaches the Toll Usage Threshold, we may debit the applicable amount (as identified on the my E-Toll website from time to time) from your Nominated Credit Card.

3. Payment methods and authority

- p. You may pay by:
 - i. authorising us to debit from a Nominated Credit Card;
 - ii. submitting a Direct Debit Request authorising us to direct debit a Nominated Account (the Direct Debit Request must be provided before your E-Toll Account will be opened); or
 - iii. any other means we agree to in writing.

Payments in relation to the Easy Toll E-Toll Accounts may be made by cash/cheque/money order at a RTA Motor Registry or business office. Payments in connection with Short Term Tags may only be made by a Nominated Credit Card unless alternative means of payment for Short Term Tags is specified on the myE-Toll website (which we may change from time to time).

- q. You warrant to us that you:
 - i. are an authorised signatory to the Nominated Account/Nominated Credit Card or have supplied the consent of the authorised signatory to us;
 - ii. have authority to establish Direct Debit Request arrangements on the E-Toll Account;
 - iii. authorise us to debit the Nominated Account/Nominated Credit Card with the payments and Top-Up Amounts for Frequent Users, Infrequent Users and Casual Users Tags referred to in clause 2, and any other payments and amounts owing, deposits, tolls, fees or charges in accordance with these Terms and Conditions.
- r. We will debit funds from or credit funds to the Nominated Account/Nominated Credit Card in accordance with these E-Toll Account Terms and Conditions or as separately agreed between us and you.
- s. On establishment or modification of your debit arrangement we may immediately initiate a debit or credit fee to test the arrangement.
- t. If you believe there has been an error in debiting the Nominated Account/Nominated Credit Card you must notify us by facsimile (02) 8837 0034 or by telephone 131 865 as soon as possible so that we can attempt to resolve the problem. If we cannot resolve the problem you can still refer it to your financial institution.
- u. If, following investigations, we find there has been an error, we will notify you and adjust the amount. If we conclude as a result of our investigations that there has

not been an error we will notify you and provide you with reasons and any evidence for our findings.

- v. If we incorrectly credit an amount to the Nominated Account/Nominated Credit Card you authorise us to recover the amount from the Nominated Account/Nominated Credit Card as a charge under these Terms and Conditions.
- w. We reserve the right to charge you a merchant services fee for using your Nominated Credit Card to make payments in accordance with these Terms and Conditions.
- x. If a Nominated Account Holder/Credit Card Holder makes a payment for you, they remain liable to pay any amounts owing under these Terms and Conditions until they cancel, alter or remove their authorisation to use the Nominated Account/Nominated Credit Card to meet your payment obligations.
- y. You are at all times responsible for paying any amounts owing under these Terms and Conditions and ensuring there are sufficient clear funds/credit available in any Nominated Account/Nominated Credit Card to meet your payment obligations under these Terms and Conditions.
- z. If there are insufficient clear funds or credit available in a Nominated Account/Nominated Credit Card to meet your payment obligations under these Terms and Conditions you may be charged fees and charges and/or interest by both your financial institution and by us.
- aa. If your Nominated Account/Nominated Credit Card is declined, you may be charged fees and charges and your Tag(s) may be Blacklisted. A non-return Tag fee may also be charged in relation to a Short Term Tag and you do not:
 - i. pay any applicable re-activation fees; or
 - ii. return your Tag(s) to us at a Nominated Tag Collection/Return Facility within 21 days of us notifying you of your Tag(s) being Blacklisted.
- bb. You must ensure that you meet all requirements of the financial institution/issuer of the Nominated Account/Nominated Credit Card to allow us to receive payment under these Terms and Conditions. You should check with your financial institution whether direct debiting through the bulk electronic clearing system is available from the Nominated Account.
- cc. You must ensure that you immediately provide us with a replacement signed Direct Debit Request for a Nominated Account or replacement details for a Nominated Credit Card if the existing Nominated Account Holder/Credit Card Holder cancels, alters or removes their authorisation.
- dd. You must notify us immediately if the Nominated Credit Card expires, is cancelled, suspended or otherwise not useable, or if the Nominated Account is closed or otherwise not useable. In these circumstances we may close your E-Toll Account unless you have provided us with details of the alternative Nominated Credit Card or Nominated Account and an authority for us to debit the alternative Nominated Credit Card or Nominated Account.
- ee. We may, in our discretion, allow an E-Toll Account to continue with a debit balance.
- ff. If in accordance with these E-Toll Account Terms and Conditions you are entitled to a credit or a refund, we may at our discretion:
 - i. credit your E-Toll Account;
 - ii. credit your Nominated Credit Card; or
 - iii. issue you a cheque. (Please note that delays may occur in processing cheques and we will not be held liable for any such delays.)

There are no other refund or credit methods available.

4. E-Toll Account Statements, notifications and tax invoices

- . We will send to you a monthly or quarterly Statement setting out the total toll and other fees and charges on your E-Toll Account for the relevant period if you have opted for us to do so. We may decide to change the information provided in the Statement and may elect to change the delivery method or frequency of such Statements to some interval other than quarterly or monthly.

- a. If you disagree with any of the details in a Statement you must notify us within 28 days of the date of the relevant Statement. We will take reasonable steps to investigate such discrepancies but in the event of any dispute our decision is final.
- b. We may adjust a Statement if we consider it to be incorrect.
- c. You may receive Statements by a method elected by you (if that method is stated to be available) at the applicable fee. If you request us to reissue a Statement, an additional fee may be payable.
- d. We may elect, in our absolute discretion, to provide instant SMS and/or e-mail messaging services or other similar services in relation to selected E-Toll Accounts. These Terms and Conditions will apply to such services when they become available. Further details of the services and any fees or charges and the conditions which apply to the services may be included on the myE-Toll website from time to time.

5. Closing an E-Toll Account

- . You may close your E-Toll Account at any time by notifying us, paying any outstanding balance and returning all Tag/s in accordance with the Tag Terms and Conditions.
- a. There may be delays in motorways informing us of your travel over toll roads. Accordingly:
 - i. we will process any final payment from your E-Toll Account and then:
 - A. if there is money owing to your E-Toll Account, we will collect this from you;
 - B. if there is any remaining credit balance in your E-Toll Account we will return this to you within 31 days after receiving notification from you to close your E-Toll Account;
 - and
 - ii. if up to 93 days after notifying us to close your E-Toll Account, you receive a toll infringement notice/s for travel over a toll road, on a date that is prior to you notifying us to close your E-Toll Account, we will at your request allow you to use your E-Toll Account to register and process that toll. These further tolls will be processed by us on your E-Toll Account. On the 93rd day after you notify us to close your E-Toll Account we will process any final payment to or from your E-Toll Account, as per your instructions as to payment method as referred to in clause 3. You must ensure that your nominated payment authorisation referred to in clause 3 is still current on the 93rd day to pay for the relevant tolls, otherwise you will be liable for all charges and any administration and enforcement fees incurred.
- b. The Tag remains our property and at any time we may, without giving notice or a reason, deactivate or take possession of any Tag/s you are holding and/or require you to return any Tag/s on issue and close the E-Toll Account.
- c. The Tag Security Deposit (if applicable) will be refunded to you by us if all Tag/s issued to you are returned to us at a Nominated Tag Collection/Return Facility in good condition and working order and your E-Toll Account is not in debit. If your E-Toll Account is in debit we may use all or part of the Tag Security Deposit as necessary to offset that debit balance.
- d. Where an E-Toll Account does not require a Tag Security Deposit and the tag has not been returned a non return tag fee will apply and will be added to the balance of any amounts owing.
- e. If a Easy Toll/ Frequent/Infrequent Account has been closed within six months of opening, then an Account Closure Fee may apply.

6. Changing your details

- . You must notify E-Toll immediately of any changes to your details (including the Nominated Credit Card or Nominated Account, after the sale of any Authorised Vehicle or change of licence plate number) via the myE-Toll website or by changing your E-Toll Account details by calling 131 865. We may deactivate or close your E-Toll Account if you do not notify us of these changes.

N.B. You must ensure that after the sale of any Authorised Vehicle or change of licence plate number that you remove your Tag and notify E-Toll of the change in details. Please note that you will be liable for all tolls, fees and charges (including if applicable the cost of any replacement Tag) that are incurred in relation to any Authorised Vehicle that has been sold or any change of licence plate number prior to notifying E-Toll of the relevant changes.

- a. We may require you or an Authorised Representative to provide:
 - i. identification acceptable to us; and
 - ii. any unique identifier agreed with you or your Authorised Representative, before providing information to you or an Authorised Representative or accepting any instruction from you or an Authorised Representative in relation to your E-Toll Account.

Tag Terms and Conditions

7. Your Tag

- a. You will be issued with a Tag following acceptance by us of your Application. The Tag remains our property.
- b. The receipt by you or your Authorised Representative of a Tag and continued possession or use of a Tag will constitute acceptance by you of these Tag Terms and Conditions and the General Terms and Conditions and any changes made by us to the Terms and Conditions from time to time.
- c. Tags may be collected directly at any Nominated Tag Collection/Return Facility or ordered on-line via the myE-Toll website. The method of collection and ordering of certain Tags may be unavailable or restricted from time to time as specified on the myE-Toll website.

8. Using a Tag

- a. To ensure a Tag operates correctly, it must be mounted in a vehicle (excluding motorcycles) in accordance with the Tag instructions provided by us.
- b. You may use a Tag in any vehicle, but if your Tag is used in a vehicle which you have not nominated on your E-Toll Account, you may be liable for the applicable tolls, fees and charges for use of the toll road by that vehicle.
- c. If you do not wish to use a Tag to pay the applicable toll, you are responsible for ensuring that the Tag is not within your vehicle when passing through a Tolling Lane and the vehicle details are not registered with your E-Toll Account.
- d. You must not use, attempt to use or permit any other person to use or attempt to use a Tag to pass through a Tolling Lane that does not provide for the electronic payment of tolls, unless directed to do so by us, the police or any other person authorised by law to give such a direction.
- e. You must fit each Tag in accordance with instructions provided with the Tag. You must take care to ensure that the Tag is not damaged or stolen. If you do not correctly fit a Tag, and that Tag fails to be read electronically you may be charged an administration fee (if the vehicle details are not registered with your E-Toll Account).
- f. Each Tag remains our property at all times and, if requested by us, you must return it immediately to us at a Nominated Tag Collection/Return Facility in good condition and working order, otherwise you may be charged the full replacement cost of the Tag and your Tag Security Deposit (if applicable) will be forfeited.
- g. You must not sell any Tag, or the right to use it, but you may permit it to be used on any Authorised Vehicle. You are liable for all tolls, fees and charges incurred by other persons who use your Tag (whether or not that person is driving an Authorised Vehicle).
- h. You are solely liable for any damage caused by the Tag or its use including removal of the Tag from the windscreen of a vehicle.
- i. We will provide one Tag bracket with your Tag. You must ensure that you have a Tag bracket to hold your Tag in each vehicle in which the Tag will be used. You will be liable to pay us a fee for each additional Tag bracket you require.

9. Lost, stolen or malfunctioning Tags

- a. You are responsible for any loss, theft of or damage to a Tag registered to your E-Toll Account.
- b. If a Tag is lost or stolen you must notify us immediately. You are liable for tolls paid with the Tag until you notify us. We will endeavour to have the Tag deactivated as soon as possible.
- c. You must pay all costs (including cost of delivery) to replace any Tag which is lost or stolen or damaged.
- d. You must immediately inform us if you become aware that a Tag malfunctions or is in any way defective.
- e. A Tag which has a manufacturing defect or a flat battery preventing its operation will be replaced by us at no cost to you.
- f. To the extent permitted by law, we are not liable for costs, fees, liability, Claims or losses incurred if a Tag is not read in any electronic Tolling Lane.
- g. If a Tag is not read in an electronic Tolling Lane which also accepts cash, you must pay the Toll with cash. If you do not pay cash when required or a Tag is not read in a cashless electronic Tolling Lane, the applicable toll, fees and charges will be charged to your E-Toll Account (this may include a video processing administration fee). The additional charge is not payable if you establish to our satisfaction that the Tag did not operate because it was faulty.

Other Terms and Conditions

10. Amounts of tolls, fees and charges

- a. It is your responsibility to be aware of the applicable tolls, payments, fees and charges referred to in these Terms and Conditions.
- b. Payments, fees and charges that are referred to in these Terms and Conditions may apply to you from time to time. The amount of these payments, fees and charges and any limits or further conditions which apply to them will be as listed or specified on the myE-Toll website (which we may change or update from time to time) and/or as notified by us to you in writing at any time.
- c. No interest is payable by us to you in connection with any payment you make to us and we are entitled to keep any interest earned on the balances maintained in your E-Toll Account. You agree that you have no Claim against us for the amount of any such interest.

11. Your acknowledgment

Despite any other provision of these Terms and Conditions, you acknowledge and agree that:

- a. if you drive past a toll collection point on a toll road, you are liable to pay and must not fail to pay any tolls, fees or charges for use of that toll road and a failure to pay is an offence under the Roads (General) Regulation 2000; and
- b. your authorisation to drive past a toll collection point and pay the relevant tolls, fees and charges using your Tag is contingent on you complying with these Terms and Conditions.

12. Liability

To the extent permitted by law, we will not be liable or responsible to you for:

- a. any loss, damage, liability or Claims including but not limited to loss, damage or corruption of data or records, loss of opportunity, revenue, profit, goodwill anticipated savings, or other economic loss, liability, expense, costs or damage; or
- b. any indirect, consequential or economic loss or loss of profits, or incidental or punitive damages, however arising,

suffered by you under or in connection with the E-Toll System, a Tag or in connection with these Terms and Conditions whether based on an action or Claim in contract, tort (including negligence) or otherwise and whether or not caused by us. Our total liability to you for loss or damage not entirely excluded is limited to \$80.00.

13. Collection, use and disclosure of information about individuals

- a. We are required to comply with the Privacy and Personal Information Protection Act 1998 (NSW) and other road transport, driver licensing and vehicle registration legislation when dealing with any Personal Information.
- b. E-Toll Information will be collected and held by us, and may also be collected and held by other Authorised Information Recipients. E-Toll Information may include Personal Information about (i) you (including any vehicle registration details); (ii) any Authorised Representative; (iii) any Additional Tag User; (iv) any Nominated Account Holder/Credit Card Holder.
- c. E-Toll Information is collected for Permitted Purposes and may be provided to Authorised Information Recipients.
- d. You have a right to access any of your Personal Information held by us.
- e. We conduct, or obtain from third parties, video and/or camera surveillance of toll roads for traffic management or toll violation enforcement purposes which may include Personal Information about you, Additional Tag Users and other individuals.
- f. By applying for an E-Toll Account, you consent to:
 - i. collection of E-Toll Information by any Authorised Information Recipient and collection from video and/or camera surveillance of toll roads;
 - ii. use and disclosure of E-Toll Information by and to Authorised Information Recipients for the Permitted Purposes; and
 - iii. any image captured from video and/or camera surveillance of toll roads being used for infringement processing purposes and/or for the audit of the M4/M5 Cashback and disclosed to the extent permitted by law.
- g. You warrant that, prior to disclosing any information to us about an Authorised Representative or Additional Tag User, you have obtained their consent to the matters in clause 13(f).
- h. You indemnify us, our officers, employees and agents against any loss, damage, cost or liability arising from any Claim as a result of a breach of the warranty in clause 13(g).
- i. If you or any Authorised Representatives or Additional Tag Users provide inaccurate, false or misleading information, to the extent permitted by law, we are excluded from liability for any loss or damage whatsoever incurred by yourself or any third party.

14. GST and government charges and taxes

- a. Unless otherwise indicated, all charges, deposits and fees are inclusive of GST, except for the Tag Security Deposit where a Tag is returned to us in good working order which is exclusive of GST
- b. If GST is stated as not to be inclusive, you are liable for any GST payable.
- c. You agree to pay any government charges and taxes incurred in connection with your E-Toll Account or your Tag.

15. General

- a. In exercising your rights under these Terms and Conditions, you must at all times comply with all applicable laws.
- b. You represent and warrant that you have full power to enter into and perform your obligations under these Terms and Conditions.
- c. Nothing in these Terms and Conditions is intended to exclude, restrict or modify any provisions of any legislation which may not be excluded, restricted or modified by agreement.
- d. We may in our absolute discretion amend, vary, or replace these Terms and Conditions at any time (effective immediately) without giving a reason by giving at least 14 days notice to you. If you do not agree to the amendment, variation or replacement you must close your E-Toll Account immediately and return any Tags in accordance with these Terms and Conditions. You will be bound by the amended, varied or replaced terms and conditions until you close your E-Toll Account and return all Tags. A change to the applicable toll, fee or charge will not constitute a change to these Terms and Conditions.

- e. We may assign, novate, charge, encumber or otherwise deal with any of our rights or obligations under our agreement with you (as represented by these Terms and Conditions) or attempt or purport to do so, without obtaining your consent.
- f. You must not assign novate, encumber or otherwise deal with any of your rights or obligations under these Terms and Conditions.
- g. New South Wales laws govern these Terms and Conditions and you agree to submit to the jurisdiction of courts exercising jurisdiction there.
- h. Unless agreed otherwise, if you or an Authorised Representative need to notify us of any matters or make a request in relation to your E-Toll Account, it must be made by in writing by mail, facsimile, email or online at myRTA.com if you are registered for myE-Toll. All notice details are contained on the myE-Toll website or you may call 131 865. Notification is effective only upon our receipt of a full and legible written or online confirmation.
- i. We may give notice to you by:
 - i. posting the notice on our website (including the myE-Toll website);
 - ii. delivering a written notice to your nominated postal address, fax or email address;
 - iii. publishing a notice in a newspaper generally available within New South Wales; or
 - iv. in any other manner we consider reasonable.
- j. A notice, consent or other communication by us is given and received:
 - i. if it is posted on our website (including the myE-Toll website), when it first appears on the relevant website;
 - ii. if it is delivered by post to your nominated postal address, 3 days after posting;
 - iii. if it is delivered to your fax or email address, when we receive confirmation on our server that the communication has been transmitted;
 - iv. if published in a newspaper, at 5.00 pm on the day of first publication; or
 - v. otherwise, at a time determined by us, acting reasonably.

16. Definitions

"Additional Tag User" means an additional user of your Tag or Tags.

"Application" means your application to open an E-Toll Account (either paper form, online, over the phone, or face to face) which can be made in any of the following ways: by attending at either a Motor Registry or Electronic Tags Business Operations Office, by contacting the Newcastle Contact Centre, or online at the myE-Toll website.

"Application Form" means your E-Toll application on an RTA form (including online at myRTA.com) for an E-Toll Account.

"Associated Contractors" means our suppliers, agents, distributors and contractors in relation to any Permitted Purposes.

"Authorised Information Recipient" means us, each Additional Tag User, each Authorised Representative and each Intended Recipient.

"Authorised Representative" means an individual who is 16 years or older and who is authorised by you to use and access your E-Toll Account.

"Authorised Vehicle" means any vehicle you nominate at any time which we have accepted or determined to be an Authorised Vehicle but not any vehicle we decide is no longer an Authorised Vehicle.

"Blacklisted" means your Tag(s) will not be accepted for debit against your E-Toll Account and you will liable for all toll charges and additional administration and enforcement and other fees and charges incurred, until the relevant E-Toll Account is put in credit.

"Business Contact" means the legal representative of a customer who is not an individual.

"Claim" means a claim, action, proceeding or demand made against us, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

"Clearing House" means any person who operates a clearing house for operators of toll roads, or Tag Issuers or Pass Issuers or any of these combinations.

"Credit Reporting Agencies" means a corporation that carries on a credit reporting business.

"Direct Debit Request" means the direct debit request for your E-Toll Account.

"Easy Toll Manual and Automatic Top-Up Account" means the account so-named and described in clause 2.

"Easy Toll Tag" means the device provided by us to you to enable the payment of tolls by way of electronic debits to your E-Toll Account (which is paid for by you electing either automatic or manual top-ups of your E-Toll Account) for users who intend to travel over toll roads. It is not a Short Term Tag.

"E-Toll Account" means an account opened by you with us to make payments and deposits and pay tolls, fees and charges (including taxes) relating to the E-Toll System.

"E-Toll Frequent/Infrequent User Account" means the account so-named and described in clause 2.

"E-Toll Information" means any information relating to your E-Toll Account, Authorised Vehicle, the location of a Tag or vehicle at any time, the direction of travel, and video and/or camera surveillance operated at toll roads.

"E-Toll System" means the entire system relating to electronic tolling operated by us, any operator of a toll road or any Tag Issuer or Pass Issuer.

"Frequent User" means any customer who uses a Tag over toll roads on 24 or more occasions per month.

"GST" has the same meaning as in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

"Infrequent User" means a customer who:

- a. applies and is accepted by us to be an Infrequent User;
- b. uses a Tag over toll roads on 6 to 23 occasions per month; and
- c. we have not subsequently decided to classify as a Frequent User.

"Intended Recipients" means the following parties both within and outside NSW: (i) Credit Reporting Agencies; (ii) Associated Contractors; (iii) Tag Issuers; (iv) Pass Issuers; (v) any bank, financial institution or Clearing House; (vi) our professional advisers including legal advisers, accounting advisers and other professional advisers; (vii) driver licensing and vehicle registration agencies, law enforcement agencies, public revenue authorities, road safety authorities and solicitors in relation to motor vehicle accidents; (viii) owners and other operators of toll roads; (ix) any person to whom disclosure is necessary for the operation of M4/M5 Cashback; and (x) persons providing services to any of the entities set out in (i) to (ix).

"M4/M5 Cashback" means the NSW Government introduced scheme that allows certain NSW residents to claim back the value of tolls (excluding GST) paid while using privately registered vehicles on the M4 and M5 motorways.

"Month" means a calendar month.

"myE-Toll" means our online E-Toll Account application and management system available at myRTA.com.

"Nominated Account" means a valid account with a financial institution nominated by you as the source of payment for your E-Toll Account.

"Nominated Account Holder/Credit Card Holder" means a person other than yourself who holds a Nominated Account or a Nominated Credit Card.

"Nominated Credit Card" means a valid credit card nominated by you as the source of payment for your E-Toll Account.

"Nominated Tag Collection/Return Facility" means any motor registry or other place nominated by us for the collection or return of specified Tags as listed on the myE-Toll website (which we may change or update from time to time).

"Opening Account Balance" means the amounts specified on myE-Toll website for each Tag issued to a Frequent User or an Infrequent User, unless a greater amount is requested by you and accepted by us.

"Pass Issuer" means a toll road operator that uses the E-Toll System and issues passes, or an entity that does not operate a toll road but issues passes for the purpose of the E-Toll System.

"Permitted Purposes" means any one or more of:

- d. facilitating the use of and carrying out functions and activities relating to: (i) tolls and their enforcement; (ii) the E-Toll System; (iii) the M4/M5 Cashback and any other cashback system; (iv) your E-Toll Account and Tags; (v) verification of your Application Form (including but not limited to verifying the details of a Nominated Account Holder/Credit Card Holder);
- e. auditing of the E-Toll System;
- f. law enforcement;
- g. the enforcement of a law imposing pecuniary penalty;
- h. the protection of the public revenue;
- i. road safety;
- j. release of information to solicitors in relation to motor vehicle accidents;
- k. market research and statistical analysis; and
- l. such other purposes as are permitted by the Privacy and Personal Information Protection Act 1998,

in each case both within and outside NSW.

"Personal Information" means information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.

"Short Term Tag" means the device provided by us to you to enable the payment of tolls by way of electronic debits to your E-Toll Account for users who intend to travel over toll roads on fewer than 6 occasions per month.

"Short Term Tag Account" means the account as described in clause 2.

"Short Term Tag Weekly Fee" means the weekly fee payable by you in advance in connection with your use of a Short Term Tag.

"Statement" means a statement in relation to the transactions on your E-Toll Account.

"Tag" means the device provided by us to you to enable the payment of tolls by way of electronic debits to your E-Toll Account, including a Short Term Tag.

"Tag Issuer" means:

- xiii. a toll road operator who uses the E-Toll System and issues Tags; or
- xiv. an entity that does not operate a toll road but issues Tags for the purpose of the E-Toll System.

"Tag Security Deposit" means the deposit payable for the issue of each Tag (excluding Short Term Tags and Easy Toll).

"Terms and Conditions" means these terms and conditions, including the myE-Toll Website Terms and Conditions, E-Toll Account Terms and Conditions, Tag Terms and Conditions and General Terms and Conditions.

"Time" means Sydney time.

"Tolling Lane" means a lane on a toll road at a toll collection point.

"Toll Usage Threshold" applies to Short Term Tags and means the maximum amount of tolls, fees and charges that can be charged to your E-Toll Account before we are entitled to debit a specified amount from your Nominated Credit Card (as identified on myE-Toll website from time to time).

"Top-Up Amount" means the E-Toll Account refill amount specified as applying to a Frequent User/Infrequent User/Easy Toll User on the myE-Toll website from time to time.

"**Top Up Trigger**" applies to Frequent Users, Infrequent Users and Easy Toll and means for each of these Tag(s) issued under an E-Toll Account, the amount specified on the my E-Toll website as the applicable Top Up Trigger.

"**us**" or "**we**" or "**our**" means the Roads and Traffic Authority of New South Wales (ABN 64 480 155 255).

17. Interpretation

Headings are for convenience only and do not affect interpretation. Any use of the singular includes the plural and the converse applies. A gender includes all genders.

Any reference to **dollars** and **\$** is to Australian currency.

myE-Toll Website Terms and Conditions

- a. When you use the myE-Toll website service, any information about you that you provide, your "personal information", is collected and held by:

Roads and Traffic Authority
101 Miller St
North Sydney, NSW, 2060,

to enable us to provide the service to you. Supply of the information is voluntary, but if you do not provide the information, we may be unable to provide the myE-Toll website service effectively or at all.

- b. We are required to maintain strict privacy of this personal information under the Privacy and Personal Information Protection Act 1998 and must not use or disclose the information other than for the purpose for which it was supplied. This information may however be used or disclosed in accordance with the exemptions under that Act.
- c. You have a right to access or correct your personal information in accordance with the Privacy and Personal Information Protection Act 1998.
- d. To use the myE-Toll website service you must have an active E-Toll Account.
- e. You accept responsibility for all changes made by any Authorised User and for the use and protection of any password selected by you in using the myE-Toll website service.
- f. We are not responsible for any actions or consequences which may result from inaccurate or incomplete details submitted by you (or any Authorised User).
- g. We are not liable or responsible for any loss, damage, liability or Claim whatsoever incurred by you or any third parties, arising out of the provision by you (or any Authorised User) of inaccurate or incomplete information.
- h. To the extent permitted by law, we are not liable for any loss, damage, liability or Claim whatsoever incurred by you or any third parties as a result of the non-performance of the myE-Toll website service for any reason, the non-availability of the service for any reason, the failure of transactions or updates to be completed for any reason, or otherwise.
- i. We do not warrant or represent that the myE-Toll website service is free from any computer virus, defect or contamination and expressly disclaim any liability or Claim for any loss or damage whatsoever incurred by you or any third parties as a result of the use of the myE-Toll website service.
- j. Use of the myE-Toll website service, including all content, data, tools, software and other features distributed by, downloaded or accessed from or through the myE-Toll website, is at your sole risk. You understand and agree that you will be solely responsible for any damage to a computer system including but not limited to loss of data, computer viruses, fraud, system downtime, privacy disclosure or any other system breaches indirectly or directly resulting from the download of content, data or software from the myE-Toll website.
- k. To the extent that Part V of the Trade Practices Act 1975 (Commonwealth) applies, our liability is limited to re-supply of the myE-Toll website service or a refund of the cost of the service, at our election.

- l. Parts of the myE-Toll website or other services offered via the website, may be outsourced to third party providers. These Terms and Conditions apply to any outsourced services, unless you are otherwise notified of any alternate terms of use.
- m. If you submit inaccurate or incomplete information into the customer details or the myE-Toll registration sections, you may not be able to proceed with the transaction.
- n. Statements and tax invoices created for online use may not be an exact replica of Statements delivered to you.
- o. Toll charges incurred since the last Statement may not appear online immediately and there may be several days delay.
- p. Statements and tax invoices will default to delivery by email following successful registration for the myE-Toll service. The delivery method of Statements and tax invoices may be changed through this service at any time.
- q. Your use of the information, graphics and materials on the myE-Toll website is governed by these Terms and Conditions as well as the Terms of Use, Online Privacy Policy and Copyright notice. You agree to be bound by the [Terms of Use](#), the [Online Privacy Policy](#) and the [Copyright](#) notice and any changes we make to these Terms and Conditions, the Terms of Use, the Online Privacy Policy and the Copyright notice from time to time.
- r. You must comply with any guidelines, instructions and/or procedures posted on the myE-Toll website by us from time to time.
- s. You acknowledge that your use of the myE-Toll website is also covered by the E-Toll Account Terms and Conditions, the Tag Terms and Conditions and the General Terms and Conditions and any changes to the Terms and Conditions made by us from time to time.