

Effective from 1 September 2016

- 1.1 Your E-Toll Service is provided by Roads and Maritime Services ABN 76 236 371 088 (**RMS**) and enables You to pay Tolls and Fees which are incurred by You or Your Vehicle in accordance with these RMS Terms and Conditions.

2. How Your E-Toll Service Works

- 2.1 In order to use Your E-Toll Service, Your Vehicle must travel in an Electronic Tolling Lane marked with a red and yellow "E" symbol (for a Tag or ERider) or a red and white "e" symbol (for eMU Pass or ERider).
- 2.2 You are responsible at all times for the acts and omissions of any Authorised Representative using or operating Your E-Toll Service, including for any Tolls and Fees they incur.
- 2.3 Your E-Toll Service may be linked to an E-Toll Account, as specified in the Schedule of Fees and Payment Methods.
- 2.4 Safe driving is important to RMS. If You receive a SMS or other communication from RMS in relation to Your E-Toll Account while You are driving, please only read the communication where it is safe and lawful to do so. Information about applicable laws relating to use of a mobile phone while driving can be found on the Transport for NSW website (<http://roadsafety.transport.nsw.gov.au/stayingsafe/mobilephones/know-the-rules.html>).

3. Payments, fees and charges for Your E-Toll Service

- 3.1 You must pay the following amounts to RMS in connection with Your E-Toll Service:
- (a) all Tolls incurred by You or Your Vehicle (it is Your responsibility to be aware of all Tolls payable in connection with the use of a toll road). An exception applies in relation to the Sydney Harbour Bridge and Sydney Harbour Tunnel if Your E-Toll Service has been established for an ERider;
 - (b) all fees and other amounts set out in the Schedule of Fees and Payment Methods which apply to the type of E-Toll Service You have established; and
 - (c) any other costs reasonably incurred by RMS in enforcing its rights against You under these RMS Terms and Conditions, including any fees or charges imposed by a third party on RMS where You have refused or failed to pay any amount under these RMS Terms and Conditions.
- 3.2 You can pay Tolls and Fees to RMS by way of Your nominated payment method. Depending on Your nominated payment method and the type of E-Toll Service You have established, RMS will obtain payment of Tolls and Fees from You:
- (a) by deducting the amounts from Your E-Toll Account Balance (which may be topped-up in accordance with these RMS Terms and Conditions from time to time); and/or
 - (b) by debiting the amounts from Your Nominated Card or Nominated Account.
- 3.3 If Your E-Toll Service is linked to an E-Toll Account, You must maintain a positive E-Toll Account Balance by paying RMS the applicable Top-Up Amount.
- 3.4 Unless Your E-Toll Service has been established for an ERider (in which case clause 8.2 will apply), if You:

- (a) fail to maintain a positive E-Toll Account Balance; or
- (b) fail to pay an amount to RMS in accordance with these RMS Terms and Conditions (for example, if You fail to pay the applicable Top-Up Amount because there are insufficient funds available in Your Nominated Card or Nominated Account),

Your E-Toll Service will be suspended and unavailable for use until Your E-Toll Account is returned to a positive balance or You make the relevant payment to RMS. RMS may also refuse to open any additional accounts with You if Your E-Toll Account is not returned to a positive balance or the relevant payment is not made.

- 3.5 You acknowledge that if You fail to pay any Tolls or Fees as required by these RMS Terms and Conditions RMS may refer that failure to a Credit Reporting Agency.
- 3.6 RMS will debit Tolls and Fees from the Nominated Card or Nominated Account as soon as practicable after the relevant Tolls and Fees are incurred or, where applicable, notified to RMS by a toll road operator.

Payment methods

General

- 3.7 The Schedule of Fees and Payment Methods sets out (among other things) the different methods available to You for the payment of Tolls and Fees to RMS. You may change Your nominated method of payment to any other available method (or make any other payment related requests) by contacting RMS in accordance with clause 11.4.

Payment by Nominated Card or Nominated Account

- 3.8 You may use a Nominated Card or Nominated Account for the payment of Tolls and Fees if that method of payment is available for Your E-Toll Service.
- 3.9 If You provide a Nominated Card or a Nominated Account for the payment of Tolls and Fees:
 - (a) You promise to RMS that You are authorised to use the Nominated Card or Nominated Account to meet Your payment obligations under these RMS Terms and Conditions;
 - (b) for Nominated Accounts, You must ensure that Your financial institution can support Direct Debit on the Nominated Account; and
 - (c) You authorise RMS to:
 - (i) debit a nominal amount (not more than \$1) from the Nominated Card or Nominated Account which will be re-credited within 1 day (to validate the Nominated Card or Nominated Account details); and
 - (ii) debit amounts from, or credit funds to, the Nominated Card or Nominated Account from time to time in respect of Tolls and Fees and other amounts payable to, or from, RMS under these RMS Terms and Conditions.
- 3.10 If Your E-Toll Service is linked to an E-Toll Account, RMS will debit the applicable Top-Up Amount from the Nominated Card or Nominated Account when Your E-Toll Account Balance reaches the Payment Trigger Amount.
- 3.11 If Your E-Toll Service has been established for an eMU Pass, RMS will debit Tolls and Fees from the Nominated Card or Nominated Account when the Tolls and Fees incurred have reached the Payment Trigger Amount and also after the end of Your Pass Period.
- 3.12 If there are insufficient funds available in the Nominated Card or Nominated Account to meet Your payment obligations under these RMS Terms and Conditions or a transaction

on the Nominated Card or Nominated Account is declined for any reason (other than the negligence of, or wilful misconduct by, RMS or an RMS systems error), You will be charged a Non-Payment Fee by RMS and You may be charged other amounts by the issuer of the Nominated Card or Nominated Account.

- 3.13 If:
- (a) the existing Nominated Card or Nominated Account is cancelled, suspended or is otherwise not useable; or
 - (b) the existing Nominated Card Holder cancels Your authorisation to use the existing Nominated Card,

You must immediately provide RMS with details for an alternative Nominated Card or Nominated Account, which can be used to meet Your obligations under these RMS Terms and Conditions, and an authority for RMS to debit the alternative Nominated Card or Nominated Account in accordance with these RMS Terms and Conditions.

Payment by cash, cheque or money order

- 3.14 You may use cash, a cheque or a money order for the payment of Tolls and Fees if that method of payment is available for Your E-Toll Service.
- 3.15 If You pay by cheque or money order and that cheque or money order is dishonoured by the issuer, You will be charged a Non-Payment Fee by RMS.

4. Errors in charging Tolls and Fees

- 4.1 If RMS incorrectly credits You with, or pays to You, an amount in connection with Your E-Toll Service, RMS may recover that amount from You provided that RMS has given You 10 days prior notice of its intention to do so.
- 4.2 If You believe that RMS has incorrectly charged You Tolls and Fees, You must notify RMS immediately in accordance with clause 11.4. RMS will provide any credit or refund due to You in connection with Your E-Toll Service within a reasonable time after determining that a credit or refund is due to You by such method as RMS may reasonably choose.

5. E-Toll Service Statement

- 5.1 If You request that we provide a statement to You, You will be charged the applicable Statement Fee for the method of delivery elected by You (if that method is available).

6. Additional Terms for Tags

- 6.1 If Your E-Toll Service has been established for a Tag, RMS will issue You with a Tag and You must:
- (a) ensure that the Tag is fitted in accordance with instructions provided with the Tag to ensure that it operates correctly (if You fail to correctly fit the Tag, You may be charged a higher Toll); and
 - (b) not deface the Tag (or otherwise vary its physical appearance in any way), sell the Tag, or the right to use it, but You may permit it to be used in any Vehicle (and You will be responsible for all Tolls and Fees incurred by its use in such Vehicles in accordance with these RMS Terms and Conditions).
- 6.2 Clause 9 applies in circumstances where the Tag is lost or stolen or the Tag malfunctions or is in any way defective.
- 6.3 The Tag remains the property of RMS at all times and You are responsible for any theft of, or damage to, the Tag issued to You.

- 6.4 If requested by RMS, You must promptly return the Tag to RMS in good condition and working order otherwise:
- (a) You will be charged the Tag Replacement Fee; or
 - (b) Your Tag Security Deposit will be forfeited,
- as applicable to Your E-Toll Service.

7. Additional Terms for eMU Pass

- 7.1 If Your E-Toll Service has been established for an eMU Pass, Your E-Toll Service can only be used to pay Tolls and Fees incurred during Your Pass Period. The Pass Period commences on the Start Date (and in the case of a rental vehicle, the Start Time) and finishes on the End Date (and in the case of a rental vehicle, the End Time). These start and end points are nominated by You at the time of registering Your eMU Pass.
- 7.2 If Your E-Toll Service has been established for an eMU Pass, RMS will charge You a Video Processing Fee for each Trip recorded against Your eMU Pass.
- 7.3 You may only request a change to:
- (a) Your Vehicle before the Pass Period commences;
 - (b) Your Start Date (and in the case of a rental vehicle, Your Start Time) before the Pass Period commences; and
 - (c) bring forward Your End Date (and in the case of a rental vehicle, Your End Time) prior to the original End Date.

8. Additional Terms for ERider

- 8.1 If Your E-Toll Service has been established for an ERider:
- (a) RMS will charge You:
 - (i) an initial ERider Quarterly Fee when Your E-Toll Service is established. This initial ERider Quarterly Fee will vary depending on the date on which You register Your ERider; and
 - (ii) an ERider Quarterly Fee each subsequent calendar quarter (commencing on 1 January, 1 April, 1 July and 1 October). This ERider Quarterly Fee will be charged on the first day of each such calendar quarter unless You cancel Your E-Toll Service prior to that time; and
 - (b) payment of Your ERider Quarterly Fee entitles You to use Your Vehicle to make unlimited Trips on the Sydney Harbour Bridge and Sydney Harbour Tunnel without paying any Tolls during the relevant calendar quarter. You must, however, pay all Tolls incurred by Your Vehicle on other toll roads in accordance with these RMS Terms and Conditions.
- 8.2 Without limiting clause 8.1(b), if Your E-Toll Service has been established for an ERider and You fail to:
- (a) pay the ERider Quarterly Fee, Your E-Toll Service will be suspended and unavailable for use (taking effect on and from the 11th day after You fail to pay the fee) until You pay the ERider Quarterly Fee to RMS; or
 - (b) maintain a positive E-Toll Account Balance, Your E-Toll Service will be suspended and unavailable for use (except in relation to the Sydney Harbour Bridge and Sydney Harbour Tunnel) until Your E-Toll Account is returned to a positive balance.

RMS may also refuse to open any additional accounts with You if Your E-Toll Account is not returned to a positive balance or the payment of the ERider Quarterly Fee is not made.

9. Sold or stolen Vehicles and lost, stolen or malfunctioning Tags

9.1 You must immediately inform RMS if either of the following occurs:

- (a) if Your E-Toll Service has been established for a Tag, the Tag is lost or stolen or You become aware that the Tag malfunctions or is in any way defective; or
- (b) Your Vehicle is sold or stolen.

9.2 If You inform RMS that the Tag is malfunctioning or is in any way defective:

- (a) Your E-Toll Service can still be used to pay Tolls and Fees in accordance with these RMS Terms and Conditions and You will continue to be liable for Tolls and Fees incurred (You may be charged a higher Toll in these circumstances until a replacement Tag is installed); and
- (b) RMS will, where the Tag is in fact malfunctioning or defective (as determined by RMS, acting reasonably), provide You with a replacement Tag. This Tag will be provided to You free of charge unless the malfunction or defect was caused by You, in which case:
 - (i) You will be charged the Tag Replacement Fee; or
 - (ii) Your Tag Security Deposit will be forfeited and You will be required to pay a new Tag Security Deposit,as applicable to Your E-Toll Service.

9.3 If You inform RMS that the Tag is lost or stolen or Your Vehicle is sold or stolen:

- (a) You will not be liable for Tolls and Fees incurred by that Tag or Vehicle from the time that You have informed RMS, and RMS will disconnect the Tag; and
- (b) RMS will, where the Tag or Vehicle is lost or stolen, provide You with a replacement Tag and:
 - (i) You will be charged the Tag Replacement Fee; or
 - (ii) Your Tag Security Deposit will be forfeited and You will be required to pay a new Tag Security Deposit,as applicable to Your E-Toll Service.

9.4 If the Tag is disconnected in accordance with clause 9.3 and You subsequently request that RMS reconnect the Tag, You will be charged a Reconnection Fee.

10. Cancelling Your E-Toll Service

10.1 You may cancel Your E-Toll Service at any time by notifying RMS in accordance with clause 11.4. If Your E-Toll Service has been established for an eMU Pass, the cancellation will take effect at the end of Your Pass Period.

10.2 RMS may cancel Your E-Toll Service (including by discontinuing a type of E-Toll Service) at any time by giving 10 days' notice to You.

10.3 RMS may also cancel Your E-Toll Service immediately without notice to You if Your E-Toll Service has been suspended.

10.4 If Your E-Toll Service was established for an ERider and it is cancelled:

- (a) by You (other than where You have cancelled Your E-Toll Service in response to a notice from RMS under clause 12.1), RMS will not refund any ERider Quarterly Fee to You; or
 - (b) by RMS or You (but only where You have cancelled Your E-Toll Service in response to a notice from RMS under clause 12.1), RMS will refund the last ERider Quarterly Fee paid by You on a pro rata basis depending on when it is cancelled in the calendar quarter.
- 10.5 If Your E-Toll Service is cancelled and it was established for a Tag, You must return the Tag to RMS in good condition and working order otherwise:
- (a) You will be charged the Tag Replacement Fee; or
 - (b) Your Tag Security Deposit will be forfeited,
- as applicable to Your E-Toll Service. If You return the Tag to RMS in good condition and working order, RMS will refund Your Tag Security Deposit to You (if applicable).
- 10.6 If, when Your E-Toll Service is cancelled:
- (a) You owe Tolls and Fees to RMS, RMS will collect these amounts from You using the balance on Your E-Toll Account and/or the method of payment applicable to Your E-Toll Service; or
 - (b) there is a credit balance on Your E-Toll Account, RMS will return the credit balance to You within a reasonable time after 31 days have passed since the cancellation of Your E-Toll Service.
- 10.7 There may be delays in motorways informing RMS of Trips. Accordingly, if, after Your E-Toll Service is cancelled, a toll infringement notice is issued for a Trip on a date that is prior to the cancellation of Your E-Toll Service, You may request that RMS process that Trip using Your E-Toll Service. RMS will agree to process such Trips if You notify RMS of the relevant Trip within 93 days of the cancellation of Your E-Toll Service.

11. General

- 11.1 New South Wales laws govern these RMS Terms and Conditions.
- 11.2 Unless otherwise indicated, all Tolls and Fees are inclusive of GST. If GST is stated as not to be inclusive, You are liable for any GST payable.
- 11.3 You must notify RMS at the earliest possible time if Your name, address or contact details change.
- 11.4 You may contact RMS via www.myetoll.com.au or by calling RMS on 13 18 65 during Contact Centre Hours. In certain circumstances, You may be required to provide written notice to RMS. Where You give written notice to RMS, such notice will be effective upon receipt by RMS.
- 11.5 RMS may give notice under clauses 4, 10.2 or 12 to You by email, SMS message or in writing to Your nominated address.
- 11.6 RMS' notice will be taken to have been received by You 2 days after RMS sends the notice to You.
- 11.7 No interest is payable by RMS to You in connection with any payment You make to us and RMS is entitled to keep any interest earned on the balances maintained in Your E-Toll Account.
- 11.8 RMS may assign, novate, charge, encumber or otherwise deal with any of RMS' rights or obligations under these RMS Terms and Conditions without obtaining Your consent.

- 11.9 You are responsible for claiming any entitlements you may have under the Cashback Scheme separately to Your E-Toll Service. Lodging claims or arranging payment under the Cashback Scheme is not part of the E-Toll Service offered by RMS.

12. Changes to these RMS Terms and Conditions

- 12.1 Subject to Your rights under clause 10.1, RMS may vary these RMS Terms and Conditions from time to time by giving You at least 10 days' notice of the variation in the manner contemplated by clauses 11.5 and 11.6. The terms and conditions governing Your E-Toll Service will be the RMS Terms and Conditions posted on RMS' website (www.myRTA.com) at the relevant time. You can access a copy of the RMS Terms and Conditions at any time from RMS' website or You can request RMS to send You a copy of this document free of charge (telephone 13 18 65 during Contact Centre Hours).

13. Definitions

In these RMS Terms and Conditions, except where the context otherwise requires:

"Australian Consumer Law" means the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

"Authorised Representative" means an individual who is 18 years or older and who is authorised by You to use and access Your E-Toll Service.

"Cashback Scheme" means the scheme introduced by the NSW Government on 1 January 1997 whereby NSW residents are able to claim back from the NSW Government the value of tolls (exclusive of GST) paid by the resident for using a privately registered vehicle on the M5 West Motorway.

"Contact Centre Hours" means Monday to Friday 8.30am to 5.00pm and Saturday 8.30am to midday, excluding public holidays.

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

"Direct Debit" means a direct debit authorisation which You provide to RMS for the payment of all Tolls and Fees.

"Electronic Tolling Lane" means a lane on a toll road at a toll collection point which is designated as permitting the payment of Tolls by electronic means.

"eMU Pass" means the RMS pass provided to You to enable the payment of Tolls by electronic means.

"End Date" or "End Time" means the date or time (as applicable) Your eMU Pass ends.

"ERider" means the motorcycle specific RMS tolling product provided to You to enable the payment of Tolls by electronic means.

"ERider Quarterly Fee" means the fee so titled as set out in the Schedule of Fees and Payment Methods.

"E-Toll Account" means an account established by RMS and linked to Your E-Toll Service which allows You to make payments to RMS in connection with Your E-Toll Service.

"E-Toll Account Balance" means the balance of Your E-Toll Account.

"E-Toll Service" means the service described in these RMS Terms and Conditions which enables You to pay Tolls and Fees which are incurred by You or Your Vehicle in accordance with these RMS Terms and Conditions.

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

"Fees" means each of the fees and costs (and any taxes applicable to them) described in clauses 3.1(b) and 3.1(c) of these RMS Terms and Conditions.

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

"Nominated Account" means a valid deposit account held at a financial institution nominated by You, and accepted by RMS, as the source of payment for all Tolls and Fees.

"Nominated Card" means a valid:

- (a) credit card; or
- (b) Visa or MasterCard branded debit card,

nominated by You as the source of payment for all Tolls and Fees.

"Nominated Card Holder" means a person other than You who holds a Nominated Card. A Nominated Card Holder may themselves elect at any time to cancel Your authorisation to use the existing Nominated Card, in which case clause 3.13 will apply.

"Non-Payment Fee" means the fee so titled as set out in the Schedule of Fees and Payment Methods.

"Pass Issuer" means a toll road operator or other entity who issues passes or other electronic or video tolling products for the purpose of the E-Toll System.

"Pass Period" means the period of up to 30 days starting at the Start Time and ending at the End Time.

"Reconnection Fee" means the fee so titled as set out in the Schedule of Fees and Payment Methods.

"Roads and Maritime Services Privacy Consent and Agreement" means the document so titled which forms part of these RMS Terms and Conditions.

"RMS Terms and Conditions" means these Roads and Maritime Services E-Toll Terms and Conditions (including the Roads and Maritime Services Privacy Consent and Agreement and Schedule of Fees and Payment Methods) as varied from time to time in accordance with clause 12.

"Schedule of Fees and Payment Methods" means the document so titled which forms part of these RMS Terms and Conditions and sets out (among other things):

- (a) the type and amount of the Fees which apply to Your E-Toll Service; and
- (b) the methods of payment available for Your E-Toll Service,

as updated by RMS from time to time.

"Start Date" or **"Start Time"** means the date or time (as applicable) Your eMU Pass starts.

"Statement Fee" means the fee so titled as set out in the Schedule of Fees and Payment Methods.

"Tag" means the RMS device(s) provided to You to enable the payment of Tolls by electronic means.

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

"Tag Replacement Fee" means the fee so titled as set out in the Schedule of Fees and Payment Methods.

"Tag Security Deposit" means the refundable Tag security deposit(s) paid by You (if any) at the time You established Your E-Toll Service.

"Toll" means all toll charges or other fees and charges imposed by the operator of a toll road for or relating to, or taxes payable in respect of, each Trip taken by Your Vehicle.

"Tolls and Fees" means all Tolls and Fees and any other payments, amounts or charges referred to in these RMS Terms and Conditions.

"Top-up Amount" means:

- (a) in respect of manual E-Toll Accounts, an amount determined by You from time to time; or
- (b) in respect of all other E-Toll Accounts, an amount determined by You from time to time, or by RMS (acting reasonably),

and which is within the applicable limits set out in the Schedule of Fees and Payment Methods.

"Top-up Trigger" or **"Payment Trigger Amount"** means the amount so titled as set out in the Schedule of Fees and Payment Methods.

"Trip" means the driving of a Vehicle past a toll collection point.

"Vehicle" or **"Your Vehicle"** means the vehicle(s) registered to Your E-Toll Service and, where Your E-Toll Service has been established for a Tag, such other vehicles which use the Tag.

"Video Processing Fee" means the fee so titled as set out in the Schedule of Fees and Payment Methods.

"You" or **"Your"** refers to the person(s) who have agreed to be bound to these RMS Terms and Conditions.

14. Interpretation

- 14.1 Any reference to **\$** is to Australian dollars.
- 14.2 The word **includes** in any form is not a word of limitation.
- 14.3 A reference to a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity.
- 14.4 Nothing in these RMS Terms and Conditions is intended to exclude, limit or modify any rights You may have under the Australian Consumer Law.

Roads and Maritime Services Privacy Consent and Agreement

Roads and Maritime Services (**RMS**) is required to comply with Privacy Laws and other road transport, driver licensing and vehicle registration legislation when dealing with any Personal Information, including E-Toll Information.

This document contains consents and promises from You in relation to E-Toll Information collected from You and from third parties to enable RMS and others to collect, use and disclose it for Permitted Purposes. You are not required by law to provide E-Toll Information to RMS, but if You do not, RMS will not be able to provide the E-Toll Service to You. Your Personal Information will be held by the RMS at Level 3, Octagon Building, 99 Phillip Street Parramatta or at any new or additional address or addresses disclosed in RMS' privacy policy from time to time.

RMS' privacy policy, which explains our privacy practices including how to make an application to access or correct information about You or a complaint, and our complaints handling processes, is available at: <http://www.rta.nsw.gov.au/gipa/privacy/index.html> or 13 18 65.

Consents given by You

1. In exchange for RMS providing the E-Toll Service, You consent to and authorise:
 - 1.1 collection of E-Toll Information by any Authorised Information Recipient from any person (including from video and/or camera surveillance of toll roads conducted by RMS or third parties for traffic management or toll violation enforcement purposes);
 - 1.2 use and disclosure of E-Toll Information by and to Authorised Information Recipients for the Permitted Purposes;
 - 1.3 disclosure of E-Toll Information in online accounts accessible to any person with access to Your E-Toll Service number and surname;
 - 1.4 disclosure of E-Toll Information to persons outside Australia for the Permitted Purposes on the basis that RMS is not required to ensure that any overseas recipient complies with the Privacy Laws; and
 - 1.5 RMS sending You emails and SMS in connection with the Permitted Purposes.

Promises made by You

2. You promise that:
 - 2.1 prior to disclosing any information to RMS about an Individual, You have obtained their consent to the matters in clause 1; and
 - 2.2 all information You provide to RMS about You or any Individual is or will be accurate, complete and up-to-date, and will not be false or misleading.

Your obligation to notify

3. You must notify RMS immediately by telephone of any changes to the information You have provided to RMS about You or any Individual in connection with Your E-Toll Service.

Definitions

"Associated Permitted Entities" means RMS' suppliers, agents, distributors and contractors in relation to any Permitted Purposes, and includes without limitation Service NSW and any person authorised by RMS to issue, sell or administer tags.

"Authorised Information Recipient" means RMS and each Authorised Representative and Intended Recipient.

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

"E-Toll Information" means any information relating to You or Your E-Toll Service, Vehicle, the location of an E-Toll Service or Vehicle at any time, the direction of travel, or video and/or camera surveillance operated at toll roads. E-Toll Information may include Personal Information about:

- (a) You; or
- (b) any Individual,

including a name, address, phone number, email address, drivers licence number, age, E-Toll Service number, Vehicle information, billing or financial information, Nominated Card, Nominated Account, E-Toll Account and other Personal Information contained in video and/or camera surveillance of toll roads for traffic management or toll violation enforcement purposes conducted by RMS or obtained by RMS from third parties.

"Individual" means any individual, including any Authorised Representative and Nominated Card Holder.

"Intended Recipients" means the following parties both within and outside NSW: (i) Credit Reporting Agencies; (ii) Associated Permitted Entities; (iii) Tag Issuers; (iv) Pass Issuers; (v) any bank, financial institution or Clearing House; (vi) RMS' 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; and (ix) persons providing services to any of the entities set out in (i) to (viii).

"Permitted Purposes" means any one or more of:

- (a) facilitating the use of and carrying out functions and activities relating to: (i) tolls and their enforcement, including without limitation issuing tags, credit checking, administration and debt collection processes of RMS and third parties; (ii) the E-Toll System; (iii) any cashback system; (iv) Your E-Toll Service; (v) verification of Your application for an E-Toll Service (including verifying the details of a Nominated Card Holder); (vi) obtaining feedback about the E-Toll System and Your E-Toll Service; and (vii) analysing information relating to traffic conditions, travel times and road usage and disclosing aggregate information (including to the public);
- (b) sending You information and notifications about the status of Your E-Toll Service (including Your E-Toll Account Balance), and information and promotional material in relation to the E-Toll System or Your E-Toll Service including any customer account updates and improvements or different product options which are, or are proposed to be, offered by RMS in connection with Your E-Toll Service from time to time;
- (c) auditing of the E-Toll System;
- (d) law enforcement;
- (e) the enforcement of a law imposing pecuniary penalty;
- (f) the protection of the public revenue;
- (g) road safety;
- (h) release of information to solicitors acting as agents for their clients in relation to motor vehicle accidents where RMS is compelled to do so by a court order;
- (i) obtaining advice and professional services on a confidential basis;
- (j) market research and statistical analysis;
- (k) other purposes related or incidental to the purposes listed above; and
- (l) such other purposes as are permitted by Privacy Laws,

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 or is reasonably identifiable from the information or opinion and any other information subject to the Privacy Laws.

"Privacy Laws" means the privacy laws which apply to RMS from time to time, including the Privacy and Personal Information Protection Act 1998 (NSW) for so long as it applies to RMS and any other current or future legislation, mandatory codes and policies relating to the handling of Personal Information which apply to RMS.

"RMS" means Roads and Maritime Services (ABN 76 236 371 088).

Other capitalised terms in this document have the meaning given in clause 13 of the Roads and Maritime Services E-Toll Terms and Conditions.

Clause 14 of the Roads and Maritime Services E-Toll Terms and Conditions applies to the interpretation of this document.