

Additional Bracket, Tag or Motorcycle Pouch

Business Accounts please complete this form on-line or provide any changes and/or requests in writing on company letterhead.

PLEASE COMPLETE IN BLACK PEN ONLY



E-way® Account Number: **OR** Tag Number:

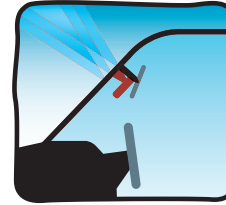
Account Name:

Additional Brackets

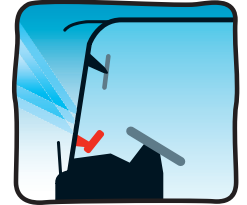
By signing this form below, I authorise Interlink Roads to debit my toll account \$2 postage and handling for each bracket I order.

Please note: No charge applies if you collect your bracket from our Tag Service Centre, Unit 5, 66 Heathcote Road, Moorebank or at the Eastern Distributor, M4 or M5 motorway offices.

Number of brackets	Sloped windscreen <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/>	Vertical windscreen <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/>
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Sloped windscreen



Vertical windscreen

Additional Tags (with brackets)

By signing this form below, I authorise Interlink Roads to debit my toll account a \$40 refundable deposit for each tag I order. Please note that your tag will come complete with a bracket.

Cars – Class 2		
Number of car tags	Sloped windscreen <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/>	Vertical windscreen <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/>
Trucks – Class 4		
Number of truck tags	Sloped windscreen <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/>	Vertical windscreen <input style="width: 40px; height: 20px; border: 1px solid black;" type="text"/>

E-way Toll Rider



Can be installed on your motorcycle fuel tank or handlebars

Armband



Worn over protective clothing.

Motorcycle Tag and Pouches

By signing this form below, I authorise Interlink Roads to debit my toll account \$40 refundable tag deposit for each tag ordered. Motorcycle pouches are purchased outright and cost \$15 (including GST) each, which will also be debited from my toll account when ordered.

**Please note that the E-way toll rider magnetic pouch (fuel tank or handlebar installed) must be collected from our Tag Service Centre, Unit 5/66 Heathcote Road, Moorebank.*

Motorcycles – Class 2			
Number of tag(s) required <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/>	Pouch type	Fuel tank/handlebars* <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/>	OR Armband <input style="width: 30px; height: 20px; border: 1px solid black;" type="text"/>

Direct Debit Accounts: The tag deposit will be debited on your next debit date unless you specify a different date.

Alternate debit date for tag deposit: / / 2 0 0

Pick up or Post

We can arrange for your tag and/or motorcycle pouch to be ready for you to collect. It is important that you wait for our telephone call to confirm your request has been processed.

NB: E-way toll rider motorcycle pouches cannot be posted due to the strong magnet. Please tick the pick up option.

- Pick up:** Request a telephone call when tag and/or motorcycle pouch is ready for collection.
- Post:** Send my bracket/tag/armband in the post

I acknowledge and accept the E-way® tag Terms and Conditions (stated or otherwise) and consent to the use of my personal information for the purposes outlined in those Terms and Conditions.

Signature

Date: / / 2 0 0

Once completed, please return this form either by fax (02) 9824 3988 or post to **E-way®, Private Bag 78, Moorebank NSW 1875**
 If you need further assistance, please visit www.tollpay.com.au or call our Customer Service Call Centre on **1300 555 833**.

PREPAID TOLL ACCOUNT – TERMS AND CONDITIONS

These Terms replace all previous Tag and/or Card terms and conditions. Continued use of a Tag and/or Card by you constitutes your acceptance of these Terms.

1. Definitions

Card means the motorcycle card device, or such other similar card device, provided to you to enable the satisfaction of tolls by way of electronic debits to the Toll Account.

Electronic Tolling Lane means a tolling lane which does not provide for cash payments.

Holder means the bracket, pouch, armband or other device provided to you by the Owner for the purpose of holding your Tag and which may be attached to a vehicle or person.

Owner means Interlink Roads Pty Limited ABN 53 003 845 430 and its businesses known as "E-way" or "SETA".

Tag means the tag device provided to you to enable the satisfaction of tolls by way of electronic debits to the Toll Account.

Terms means these terms and conditions, any applicable fees and charges notified to you from time to time and the relevant application.

Toll Account means an account opened by you with the Owner for the purpose of accounting for tolls, fees and charges (including taxes) incurred by you or on your behalf.

you means the person or company in whose name the Toll Account is opened (and **your** has a corresponding meaning).

2. Setting Up a Toll Account

2.1 To open a Toll Account you must:

- give the Owner a signed and completed application form, including details of the licence plate number(s) of the vehicle(s) for which the Toll Account is to be applicable;
- deposit an initial prepayment in the Toll Account; and
- if required by the Owner, pay a security deposit to the Owner for each Tag and/or Card provided. If you fail to do this, your application will not proceed.

2.2 In relation to 2.1(a), you must ensure that the licence plate nominated for your Toll Account:

- complies with all applicable laws (including the positioning of the licence plate on the vehicle);
- is not obscured or damaged; and
- is visible at all times when using an Electronic Tolling Lane.

2.3 You must immediately notify the Owner of any changes to the details supplied in the application form or that are subsequently supplied to the Owner by any other method.

3. Provision of Tag(s) and/or Card(s)

3.1 If your application is accepted by the Owner, the Owner will provide you with one or more Tags and/or Cards (as specified in the application form).

3.2 When you obtain a Tag or Card we will register it, and the details provided in your application form, to your Toll Account.

3.3 Tags and/or Cards remain the property of the Owner and you must not sell or otherwise dispose of any Tag and/or Card or the right to use any Tag and/or Card, although you may allow another person to use your Tag and/or Card.

3.4 Any Tag and/or Card provided by the Owner (at any time) must be fitted in accordance with instructions provided with the Tag and/or Card. If a Tag and/or Card is not properly fitted, this may result in the Tag and/or Card not being properly read at the Electronic Tolling Lane. The Owner may recover from you a fee or charge for the resulting toll violation if the Tag and/or Card is not read for any reason, including where it was not properly fitted.

3.5 If you have more than one Tag and/or Card in your vehicle at any time it is your responsibility to ensure that any additional Tag and/or Card is appropriately shielded to avoid being read at the toll. This may require you, for example, to place such additional Tag and/or Card in a metal container or cover it with aluminium foil. If the correctly fitted Tag or Card and any other Tag or Card in your vehicle is read, notwithstanding any attempt by you to shield such Tag and/or Card, you will be charged the relevant toll on the Toll Account and the Owner will not be liable to reimburse you.

4. Operation of Tags and/or Cards and your Toll Account

4.1 Tags and/or Cards may only be used to satisfy tolls, charges or fees on those tollroads advised by the Owner from time to time ("**participating tollroads**") (currently the M2, the M4, the M5, the M7, the Eastern Distributor, the Sydney Harbour Bridge and the Sydney Harbour Tunnel, Cross City Tunnel, Lane Cove Tunnel, Sydney Airport (taxis only), Melbourne CityLink and the Logan Motorway and the Gateway Bridge in Queensland in the case of Tags and the M4 and the M5 in the case of Cards). Those tollroads may change.

4.2 Each time a vehicle bearing a licence plate nominated for your Toll Account passes through an Electronic Tolling Lane or other toll collection point on a participating tollroad it may be read using photographic, video or optical character recognition technology ("**LPN Technology**"). If the LPN Technology recognises the licence plate nominated for your Toll Account, and a valid Tag is not registered as present in the vehicle, an image of your vehicle and its licence plate number may be collected and recorded. If this occurs, the participating tollroad will register a transaction to your Toll Account and the applicable toll, fees and charges will be debited from your Toll Account. The image may also be used for infringement processing.

4.3 You must notify the Owner if you dispose of any vehicle bearing a licence plate for your Toll Account. If you dispose of a vehicle bearing a licence plate nominated for your Toll Account, you remain responsible for any toll or other fee or charge charged to your Toll Account until the date the Owner receives the notice that you have disposed of the vehicle. This includes trips between the date you dispose of the vehicle and the date of receipt by the Owner of the notification of disposal of the vehicle. If, after disposing of the vehicle which licence plates are nominated for your Toll Account, you acquire a new vehicle and intend to continue using the Tag and/or Card, you must notify the Owner the licence plate number of the new vehicle which will become the licence plate number nominated to your Toll Account.

4.4 Each time a Tag and/or Card is used for the electronic satisfaction of a toll or any other charge or fee on a participating tollroad, whether by you or anybody else (authorised or not) the Toll Account will be debited with the applicable toll charge or other charge or fee. All tolls, charges and fees include GST (unless otherwise indicated).

4.5 The Owner will provide you with a quarterly statement of the Toll Account setting out the payments charged and the tolls and other charges or fees incurred. Statements may be provided by the Owner by post, fax or the internet.

4.6 It is your responsibility to check that all items on your statement are correct. If you find any entries that you believe are incorrect you need to notify the Owner in writing stating the reason for your claim. If a claim is not made within six months after the date of the statement on which the item that the claim relates to appears, a charge may be made to investigate the claim.

4.7 Replacement statements are available for a charge.

4.8 The Owner retains trip data in an electronic form for a period of 6 months. Replacement statements for trips which were taken more than 6 months prior to the date of request may not show the record of the individual trips taken with your Tag(s) and/or Card(s).

5. Payment alternatives

5.1 The fees and charges associated with your Toll Account current at any time (other than the tolls charged by the participating tollroads), and any change thereof, are made available by the Owner to you from time to time by publishing such fees and charges on the Owner's website.

5.2 If you have elected to pay by debiting a bank, building society or credit union account, the terms and conditions of the direct debit request service agreement will apply.

5.3 If you have elected to pay by a credit card (acceptable to the Owner) ("**nominated credit card**"), the following terms apply:

- you authorise the Owner to debit the nominated credit card to automatically top-up your Toll Account with the top-up amount nominated by you once the Toll Account falls below the nominated threshold amount; and
- you must immediately notify the Owner if your nominated credit card expires, is cancelled, suspended or otherwise not useable. You must immediately provide the Owner with a signed authority to debit an alternative valid credit card.

5.4 Sometimes, due to an internet or telephone connection or power failure, the Owner may not be able to access your bank, building society or credit union account or credit card to top up your Toll Account. If this occurs, you release the Owner from any liability that you may incur for any toll, fee, charge or fine incurred on your Toll Account.

5.5 The Owner will not pay interest on any amount held by the Owner whether or not the amount is returned or refunded to you.

5.6 If your Toll Account has no credit funds the Owner may de-activate your Tag(s) and/or Card(s) without notice.

5.7 If Owner has to de-activate your Tag(s) and/or Card(s):

- your Tag(s) and/or Card(s) and Toll Account will be marked as de-activated;
- the Owner will send a signal to your Tag(s) to give 4 beeps each time your Tag(s) pass through a tolling lane;
- the Owner will notify the participating tollroads that your Tag(s) and/or Card(s) has/have been de-activated;
- you must not use your Tag(s) and/or Card(s) to pay a toll on a participating tollroad while your Toll Account is de-activated; and
- any violations, costs, fees or charges that are incurred by you while your Toll Account is de-activated will be to your account. The Owner may charge you a fee for charging violations, costs, fees or charges that are incurred by you while your Toll Account is de-activated to your Toll Account.

6. Stolen or Defective Tags and/or Cards

6.1 If a Tag and/or Card is lost, stolen, malfunctions or is in any way defective you must immediately notify the Owner. Any security deposit paid in accordance with clause 2.1(c) of this Agreement will be forfeited if your Tag and/or Card is lost or stolen and the Owner will de-activate the Tag and/or Card after such notification and will notify the participating tollroads that the Tag and/or Card can no longer be used. You are liable for tolls, charges and fees satisfied with a lost or stolen Tag and/or Card until the time that the Owner is able to de-activate the Tag and/or Card and has notified the participating tollroads that the Tag and/or Card has been de-activated.

6.2 A Tag and/or Card that is defective otherwise than by your fault will be replaced by the Owner at no cost to you. You must pay all costs (including the cost of delivery) to replace any other Tag and/or Card.

6.3 To the extent permitted by law, the Owner is not liable for any claims made by you if a Tag and/or Card fails to work or is invalidated whether or not caused by the Owner or caused by circumstances beyond the control of the Owner.

6A. Consequences of failing to pay the applicable toll

6A.1 If a Tag and/or Card is not read in a tolling lane which also provides for cash payment, you must pay the applicable toll with cash. If you do not pay the applicable toll with cash, the relevant participating tollroads will either:

- debit your toll account with the applicable toll, fees or charges; or
- if your credit balance is insufficient to cover the toll, fees or charges, issue you with a deferred toll (violation letter) which will include an additional charge.

6A.2 If a Tag is not read in an Electronic Tolling Lane, the relevant participating tollroads will either:

- debit your toll account with the applicable toll, fees or charges; or
- if your credit balance is insufficient to cover the toll, fees or charges, issue you with a deferred toll (violation letter) which will include an additional charge.

6A.3 If for any other reason a Tag is not read or the applicable toll is not paid in cash where you pass a toll collection point or drive in a tolling lane, the relevant participating tollroads will either:

- debit your toll account with the applicable toll, fees or charges; or
- issue you with a deferred toll (violation letter) which will include an additional charge.

6A.4 The additional charge will not be payable if you establish to the Owner's satisfaction that the Tag and/or Card was defective otherwise than by your fault but, in the case of a Tag, will be payable if the Tag was incorrectly fitted.

7. Inactive Toll Accounts

7.1 If the Toll Account:

- (a) credit balance falls below the minimum threshold amount notified by the Owner to the Customer from time to time, and:
 - (i) in the case of a Toll Account with a direct debit authority, the Owner is unable to automatically direct debit your nominated account; or
 - (ii) in the case of a Toll Account with a credit card authority, the Owner is unable to automatically debit your nominated credit card; or
 - (iii) in the case of a Toll Account established by a cash payment, your quarterly Toll Account statement is returned to the Owner and marked "return to sender"; or
- (b) has not been used for a continuous period of 6 months, the Owner will mark the Toll Account as "inactive".

7.2 When a Toll Account is marked "inactive" the Owner may charge an administration fee for maintaining the Toll Account.

8. Closed Toll Accounts

If a Toll Account is "inactive" for a period of six years:

- (a) the Owner will close the Toll Account;
- (b) the security deposit, if any, for each Tag and/or Card provided under the Toll Account will be forfeited to the Owner;
- (c) the Owner will deduct such fees and charges from the remaining credit balance in the Toll Account (if any) as it reasonably incurs in closing the Toll Account; and
- (d) the remaining credit balance in the Toll Account (if any) will be subject to the *Unclaimed Money Act 1995 (NSW)*.

9. Termination

9.1 The Owner may, at its discretion and without giving notice or a reason, de-activate, take possession of or require you to return any Tags and/or Cards and close your Toll Account and the security deposit, if any, for your Tags and/or Cards which are not returned will be forfeited to the Owner.

9.2 You may close the Toll Account at any time by notifying the Owner in writing, paying any debit balance of the Toll Account and returning all Tags and/or Cards.

9.3 The Owner will refund any applicable security deposit to you following the return of the Tag(s) and/or Card(s) to the Owner in good condition and working order if you close your Toll Account.

9.4 On termination of these Terms, after deducting any accrued tolls, charges and fees:

- (a) if the balance of your Toll Account is in credit, the Owner will return any credit balance in the Toll Account, including any security deposit (if applicable). The means of such payment will be at the discretion of the Owner; or
- (b) if the balance of your Toll Account is in debit, you indemnify the Owner for any liability that it incurs as a result and you must pay any costs and expenses the Owner incurs (on a full indemnity basis) in recovering any outstanding amounts from you.

10. Cashback Scheme

The Owner does not operate or control the Cashback scheme. This is an initiative of the NSW Government and all enquiries about the scheme should be directed to the Roads and Traffic Authority of NSW ("RTA") on 1300 133 310. You expressly acknowledge that you have no rights against the Owner in relation to the Cashback scheme.

11. Privacy

11.1 The Owner is bound by the National Privacy Principles in the Privacy Act 1988 (Cth) (the Privacy Act). Where appropriate we rely on the related bodies corporate exemption and the employee record exemption in the Privacy Act.

11.2 The Owner collects information about you from which your identity is apparent or can reasonably be ascertained ("**personal information**") to process your application for a Toll Account and, if a Tag/card is issued to you, to maintain your Toll Account, to administer your use of the Tag/card and to facilitate transactions relating to your use of participating toll roads. The Owner may monitor and record your telephone conversations, for staff training and service quality control purposes.

11.3 When using a Tag/card on the M5, or another participating toll road, the following information may be recorded:

- (a) The location and the time of day;
- (b) The direction in which the vehicle was traveling;
- (b) Your account status.

11.4 An image of your vehicle and its Licence Plate Number may be collected and recorded automatically when you pass through the toll plaza and do not pay the appropriate fee. This image may be given to the NSW Roads and Traffic Authority and used for infringement processing.

11.5 For the safety of the Owners staff and other motorway users we employ video surveillance throughout our facilities and as such security cameras may record an image of you or your vehicle.

11.6 The NSW Roads and Traffic Authority maintain video surveillance cameras at certain locations along the motorway for traffic, audit and management purposes. These records are not made available to Interlink.

11.7 You have the option of electing to use our motorway anonymously by paying the toll with cash, in which case no record of the trip is made. If you wish no record to be made but you have a Tag installed, this will have to be removed or disabled (for example by wrapping it in foil or putting it in a metal enclosure) before arriving at the plaza to pay by cash.

11.8 All information collected by the Owner will be managed and stored safely and securely to ensure it is protected against unauthorised access, use, disclosure or modification and against loss. You have the right to access most personal information the Owner holds about you. To arrange access to personal information the Owner holds about you, please contact the Privacy Officer. The Owner may deny access in some circumstances. If the Owner does this, they will tell you why. Information about people other than customers

11.9 The Owner also collects personal information about employees and officers of toll account applicants or holders which are companies, and about employees and officers of the Owners suppliers and service providers, so that we can complete business transactions, purchase products and services, administer accounts, respond to customer inquiries and meet regulatory requirements.

11.10 The information collected by the Owner about account holders will primarily be used for the purposes of managing their account with the Owner. It may also be used for research and planning

purposes. For example, the Owner may also use anonymous Tag data to calculate travel time between points on the motorway. This data will be stored on secure computers and will be deleted immediately following calculation of travel time. It will not be possible to correlate the data collected to individual customer data.

11.11 You agree, that the Owner may disclose your personal information to organisations to which the Owner has outsourced some functions such as mailing houses and IT contractors (service providers) and to the following organisations or types of organisations: Nominated Financial Institution: the Owner may exchange relevant information with any financial institution with which you have a credit card or bank account to which toll payments (including top up payments) are to be debited.

11.12 The Owner may conduct a credit check as part of assessment of your application for a toll account. Where you are in default on your toll account the Owner may notify and exchange personal information where appropriate with credit reporting agencies and/or collection agents. The Owner is obliged to transfer information to the Roads and Traffic Authority for the purposes of infringement processing and management of the Cashback scheme.

11.13 The Owner may also exchange personal information with the Roads and Traffic Authority to facilitate transactions relating to the use of participating toll roads, monitoring and administering your use of the Tag/Card and collection of toll debts (including processing of violations).

11.14 The Owner will make personal information available to the Police and other law enforcement or regulatory agencies if required or authorised by law or any legally enforceable notice or order.

11.15 The Owner will exchange information with operators of participating toll roads and other issuers of tags to facilitate transactions relating to use of participating toll roads, monitoring and administering your use of your Tag/Card and collection of toll debts (including processing of violations).

11.16 If arrangements under which the Owner administers your use of a Tag are terminated, or if the Owner assigns or delegates its rights and obligations to a third party, it may be necessary for the Owner to disclose your personal information to another party to enable that party to manage your account in place of the Owner or to enter into a similar arrangement with you.

11.17 The Owner will not disclose your personal details to any other organisation so that they can use it for marketing purposes. The Owner may use your personal details to advise you of new products or services from motorway partners or the Owner (and the Owner may use service providers, such as a mailing house, for this purpose). If you do not want the Owner to use your personal details in this way you may request the Owner not to contact you for marketing purposes.

11.18 The Owner may occasionally provide de-identified or anonymous data to other organisations or traffic authorities for traffic research purposes. In such cases the Owner will ensure that there will be no means of correlating the data to individual customers' personal data.

11.19 Website users: The Owner is the sole owner of the information collected on this site. The Owner will not sell, share, or rent this information to others in ways different from what is disclosed in this statement.

11.20 A cookie is a piece of data stored on the user's hard drive containing information about the user. Usage of a cookie is in no way linked to any personally identifiable information while on the Owner's site.

11.21 The Owner use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information.

11.22 This web site contains links to other sites. Please be aware that the Owner is not responsible for the privacy practices of such other sites. This privacy statement applies solely to information collected by this web site. If you have any questions about the security of our web site, you can send an email to helpdesk@tollpay.com.au.

11.23 If the Owner decides to change the privacy statement, the Owner will post those changes on the Owners web site.

If you have any questions about our handling of personal information, or you would like a copy of the privacy statement, please contact our Privacy Officer at: info@seta.com.au.

12. General

12.1 The Owner may amend, vary, or replace these Terms, or any portion of them, without notice at its discretion. Any applicable tolls, fees and charges may be amended from time to time irrespective of whether they appear on the Owner's website.

12.2 The Owner may assign or novate its rights, interests and obligations under these Terms to any third party, without notice, at its absolute discretion.

12.3 If you are required to give notice to the Owner under these Terms, it should be sent to the address, fax number or email address set out on the application (or such other address, fax number or email address that the Owner may advise you of from time to time). The Owner will send any notice to you as required under these Terms to the address notified by you in the application form, or such other address you notify to the Owner from time to time.

12.4 These Terms are governed by and to be construed in accordance with the laws of the state of New South Wales. Any action or other legal process in connection with the Terms shall be instituted and carried on only in the appropriate court of the state of New South Wales and you irrevocably consent to the jurisdiction of the courts of that State.

13. Disclaimer

While Interlink Roads Pty Ltd (**Interlink**) seeks to ensure the effectiveness of the Tag and Holder, Interlink makes no representation as to the accuracy, reliability or safety of the Tag, Holder, user instructions or warnings. Interlink expressly disclaims liability for any errors or omissions in the Tag, Holder, user instructions or warnings.

To the extent permitted by law, all express and implied conditions, warranties and liabilities (including liability as to negligence) regarding the condition, accuracy, suitability, safety or quality of the Tag or Holder are excluded. For the avoidance of doubt, Interlink does not exclude any statutory implied warranties under the Commonwealth *Trade Practices Act 1974* and the State Fair Trading laws ("**Laws**"). The total liability of Interlink in respect of a breach of a condition or warranty implied under **Laws** is limited to replacement of the Tag or Holder or the supply of equivalent goods.

Interlink is not liable for any loss or damage, including direct, indirect, consequential, special, incidental or punitive loss or damage, which in any way results from the installation or use of the Tag or Holder.

You indemnify and keep indemnified Interlink against all and any losses, costs, expenses, claims and damages whatsoever and howsoever incurred by you or any third party in connection with the installation or use of the Tag or Holder.