



Linkt Terms and Conditions

Tollaust Pty. Limited (ACN 050 538 693), trading as Linkt (**Linkt**), through Thrifty as Linkt's agent, offers the Linkt Rental Product to You on these Linkt Terms and Conditions.

By signing the Rental Agreement, You accept and agree to be bound by these Linkt Terms and Conditions.

Part A: General

1 Interpretation

In these Linkt Terms and Conditions unless the contrary intention appears:

- (a) a reference to these Linkt Terms and Conditions includes any variation to it;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all genders;
- (d) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority;
- (e) an obligation imposed on two or more parties binds them jointly and severally;
- (f) a reference to a time or date is a reference to that time or date in Melbourne, Australia;
- (g) any reference to dollars and \$ is to Australian currency;
- (h) a provision of these Linkt Terms and Conditions must not be interpreted against Linkt just because Linkt prepared these Linkt Terms and Conditions;
- (i) a reference to any legislation or subordinate legislation includes any modifications or changes;
- (j) headings in these Linkt Terms and Conditions have been inserted for convenience and do not affect the interpretation of these Linkt Terms and Conditions; and
- (k) a reference to a clause or a part is a reference to a clause or a part of these Linkt Terms and Conditions.

2 Creation of Linkt Rental Account

If you are a Consumer Customer and your Vehicle incurs a Toll, Linkt will create a Linkt Rental Account for You in connection with Your use of the Vehicle on Toll Roads as agreed under the Rental Agreement, unless You have set up your own valid alternative tolling arrangement (such as bringing your own electronic tolling tag) before You travel on a Toll Road and the Toll costs have been charged to that alternative tolling arrangement by the relevant Toll Road operator.

3 Your Linkt Rental Product

- (a) The Linkt Rental Product is provided by Linkt to enable the payment of Tolls and Fees relating to Your Trips using Your Vehicle in accordance with these Linkt Terms and Conditions.

- (b) You remain responsible at all times for the acts and omissions of any Authorised Driver and any other person using the Vehicle, including for any Tolls and Fees they incur.

4 When You should contact Linkt

- (a) Any questions regarding Tolls or Fees should first be referred to Linkt.
- (b) You should contact Linkt using the contact details set out in Part D of these Linkt Terms and Conditions as soon as possible if:
 - (i) You change Your email or Your mobile phone number; or
 - (ii) You become aware of anything that may or will affect any payment described in these Linkt Terms and Conditions.

5 Tolls and Fees payable

- (a) This clause 5 applies only to Consumer Customers.
- (b) You must pay the following to Linkt:
 - (i) all Tolls incurred in accordance with clause 6.1;
 - (ii) the Rental Service Fee; and
 - (iii) any other costs reasonably incurred by Linkt in enforcing its rights under these Linkt Terms and Conditions, including any reasonable fees or charges imposed by a third party on Linkt where You have refused or failed to pay any amount under these Linkt Terms and Conditions.
- (c) If You fail to pay any Tolls or Fees as required by these Linkt Terms and Conditions:
 - (i) Linkt may refer that failure to a Credit Reporting Agency or to Thrifty who may charge You reasonable additional fees or charges; and/or
 - (ii) Linkt may suspend or cancel the Linkt Rental Account and the provision of the Linkt Rental Product to You.

Linkt will not be required to refund to You any reasonable additional fees or charges described in clauses 6.1 and this clause 5(c) that are charged to You by a Credit Reporting Agency or Thrifty.

6 Payment

6.1 Charges to Your Linkt Rental Account

- (a) If you are a Consumer Customer, all Tolls and Fees incurred in connection with any Trips undertaken by the Vehicles will be charged to Your Linkt Rental Account. For the avoidance of doubt, payment by cash is not an acceptable payment method.
- (b) If You are Personnel of a Commercial Customer renting the Vehicle under the Commercial Customer's Thrifty corporate account that is linked to the Commercial Customer's Linkt Rental Account, all Tolls and Fees incurred in connection with any Trips undertaken by Vehicles will be charged to the Linkt Rental Account held by the relevant Commercial Customer.
- (c) You warrant and represent that You are authorised to have any Tolls and Fees that are incurred in connection with any Trips undertaken by Vehicles charged to the relevant Linkt Rental Account.

6.2 Payment by Nominated Card

- (a) This clause 6.2 applies only to Consumer Customers.
- (b) If You are using a Nominated Card to pay for the rental of a Vehicle or have otherwise provided a Nominated Card for the payment of Tolls and Fees, You:
 - (i) agree that Thrifty may disclose to Linkt, and you authorise Linkt to receive, all details of your Nominated Card that are required for Linkt to process Your payment of all Tolls and Fees and to otherwise pay all outstanding balances on Your Account;
 - (ii) warrant and represent to Linkt that You are authorised to use the Nominated Card to meet Your payment obligations under these Linkt Terms and Conditions; and
 - (iii) authorise Linkt to debit amounts from, or credit funds to, the Nominated Card in respect of Tolls and Fees and other amounts payable to, or from, Linkt under these Linkt Terms and Conditions.
- (c) Linkt will debit Tolls and Fees and other amounts payable to, or from, Linkt under these Linkt Terms and Conditions.
- (d) You must immediately provide Linkt with details for an alternative Nominated Card, which can be used to meet Your obligations under these Linkt Terms and Conditions, and an authority for Linkt to debit the alternative Nominated Card, if:
 - (i) the existing Nominated Card is cancelled, suspended or is otherwise not useable; or
 - (ii) the existing Nominated Card Holder cancels Your authorisation to use the existing Nominated Card.

6.3 Recovery of payments

- (a) This clause 6.3 applies only to Consumer Customers.
- (b) You acknowledge and agree that Tolls and Fees incurred by Vehicles for Trips on Toll Roads are a debt due and payable by You to Linkt.
- (c) If You:
 - (i) have provided a Nominated Card for the payment of Tolls and Fees under clause 6.2; and
 - (ii) You do not pay the amount of those Tolls and Fees in full by the relevant Payment Date,

then Linkt may contact You using the details provided to it by Thrifty to seek payment of the overdue Tolls and Fees. If You do not pay such overdue Tolls and Fees within 33 days after the date on which Linkt first contacted You in accordance with this clause 6.3(c), Your liability to pay these overdue Tolls and Fees will be transferred to Thrifty and Thrifty (or a third party acting on Thrifty' behalf) may contact You directly to obtain payment of these overdue Tolls and Fees.

7 Errors in charging Tolls and Fees

- (a) This clause 7 applies only to Consumer Customers.

- (b) If Linkt incorrectly credits You an amount in connection with the Linkt Rental Account, Linkt may recover that amount from You provided that Linkt has given You 10 days prior written notice of its intention to do so.
- (c) Linkt will promptly apply any credit due to You in connection with Your Linkt Rental Account by such method as Linkt may reasonably choose.

8 Linkt Rental Account Statement

During the period in which Your Linkt Rental Account is active, You may view Your Linkt Rental Account Statement without charge at any time by logging on to

<https://manage.linkt.com.au/retailweb/login>

9 What to do if a Vehicle or its number plates are stolen

- (a) You must immediately inform Thrifty if:
 - (i) a Vehicle is stolen; or
 - (ii) one or both number plates for a Vehicle are stolen.
- (b) If:
 - (i) a Trip is undertaken by a Vehicle while stolen; or
 - (ii) a Trip is undertaken by a vehicle fitted with one or both number plates that have been stolen from a Vehicle; and
 - (iii) Tolls and Fees are charged to a Linkt Rental Account in connection with a Trip referred to in clause 9(b)(i) or 9(b)(ii) (as applicable),

Linkt will refund those Tolls and Fees to You (as a Consumer Customer) or the Commercial Customer (in the case of Personnel) upon provision of a police report (including the police event number) confirming that the Vehicle or number plate(s) were recorded as being stolen at the time of the relevant Trip.

10 GST

- (a) Unless otherwise indicated, all Tolls and Fees are inclusive of GST.
- (b) If GST is stated as not to be inclusive, You are liable for any GST payable in accordance with applicable law.

11 Liability

To the maximum extent permitted by law, Linkt is not liable (whether in agreement, tort, under statute or otherwise) for any loss (including consequential loss or loss of profit), damage or expense that You or any other person incurs arising directly or indirectly from the use of any Toll Road, the use of the Linkt Rental Product or the use of Your Personal Information by Linkt as contemplated under these Linkt Terms and Conditions.

12 Consent to use and disclose information

- (a) You consent to Linkt using or disclosing any information (including personal information) that You provide to Linkt (or which Thrifty provides to Linkt, or which Linkt otherwise obtains) only for the purposes contemplated by these Linkt Terms and Conditions (including the exercise of any rights or the performance of any obligations under these Linkt Terms and Conditions) as detailed in Linkt's Privacy Policy (available at www.linkt.com.au/legal/policies/transurban-privacy-policy) or the Linkt Privacy and Credit Reporting Disclosures and Consents document attached at Part B of these Linkt Terms and Conditions.

- (b) If you are a Consumer Customer, You consent to any information (including Personal Information) about Your Linkt Rental Account, and any information You provide to Linkt, being disclosed by Linkt to credit reporting bodies, to debt collection agencies or Thrifty for the Permitted Purpose (including, but not limited to, in circumstances where You are in payment default).
- (c) If you are Personnel, You consent to any information (including Personal Information) about the Linkt Rental Account, and any information You or the Commercial Customer provide to Linkt, being disclosed by Linkt to:
 - (i) credit reporting bodies to enable Linkt to ascertain Your credit rating only, following the date on which Your Linkt Rental Account is opened or at any time thereafter while Your Linkt Rental Product remains open;
 - (ii) Thrifty, including without limitation personal information including the first name and surname of the Personnel, or to the Commercial Customer, including for reporting purposes in relation to a Linkt Rental Account; or
 - (iii) credit reporting bodies and to debt collection agencies or Thrifty where the Commercial Customer is in payment default.
- (d) Linkt's Credit Reporting Policy can be found at www.linkt.com.au/legal/policies/transurban-credit-reporting-policy or You can contact Linkt using the contact details set out in Part D of these Linkt Terms and Conditions to obtain a copy.
- (e) You consent to Linkt disclosing any information that is required by law (including by legislation or court order, and including to Thrifty).
- (f) You consent to Linkt disclosing to Toll Road operators (and the operator's preferred toll service provider) and any State Roads Authority any information (including personal information) required for Toll collection or enforcement.

13 Complaints, questions and disputes

- (a) If You have a dispute or wish to make a complaint about the Linkt Rental Product, a payment or an amount charged, refunded or not refunded to a Linkt Rental Account, You should contact Linkt. A customer service officer will provide a response with reasons as soon as possible.
- (b) If You believe that Your dispute or complaint has not been properly addressed, You have the right to have the issue reviewed by Linkt's Customer Resolutions Team.
- (c) If You are not satisfied with the response, You may take Your complaint to the Tolling Customer Ombudsman.
- (d) Unless You tell Linkt that You disagree with your Account Balance within 60 days of receipt of any invoice, You will not be entitled to dispute the Account Balance recorded on the invoice. Where You dispute Your Account Balance, until that dispute is resolved You must continue to comply with these Linkt Terms and Conditions as if the Account Balance recorded on the invoice was correct.
- (e) Where You dispute Your Account Balance, Linkt may (at its discretion):
 - (i) refund to Your Linkt Rental Account all or part of the disputed amount; or
 - (ii) make other arrangements reasonably necessary to allow for the continued operation of Your Linkt Rental Account, until the dispute is resolved.

- (f) The relevant contact details for Linkt, Linkt's Customer Resolutions Team and the Tolling Customer Ombudsman are each set out in Part D of these Linkt Terms and Conditions.

14 Suspension or Termination

- (a) Linkt may suspend processing Trips by any or all Vehicles on the Linkt Rental Account if:
 - (i) Linkt is advised by Thrifty to suspend or close the Linkt Rental Account;
 - (ii) You become bankrupt or appear likely to become bankrupt;
 - (iii) the Commercial Customer who has permitted You (as Personnel) to use the Vehicle in accordance with the Linkt Terms and Conditions is a company and:
 - (A) it becomes insolvent (that is, not able to pay all its debts as and when they become due and payable) or has a receiver, manager, administrator or liquidator appointed, or appear likely to do so;
 - (B) its shareholders pass a resolution for winding up;
 - (C) an application is made for winding up the company, which is not dismissed or withdrawn within 30 Business Days and which results in an order being made for the company's winding up; or
 - (D) it enters into an arrangement, composition or compromise with any creditors;
 - (iv) Linkt considers that a material adverse change has occurred in Your credit rating;
 - (v) Linkt is required to do so by law; or
 - (vi) for any other reason (including breach of these Linkt Terms and Conditions by You) where Linkt reasonably considers suspension or cancellation of the processing of any or all Trips on the Linkt Rental Account is necessary.
- (b) Linkt may also suspend or cancel the Linkt Rental Account if:
 - (i) Linkt reasonably believes that the Linkt Rental Account or any payment card linked to the Linkt Rental Account or use of your Linkt Rental Account:
 - (A) is using Linkt's systems to determine the validity of a credit card;
 - (B) poses a risk to Linkt or any third party, including the integrity, security or reliability of Linkt or its systems;
 - (C) was obtained fraudulently or using false details; or
 - (D) is being, or may be being, used for fraudulent, illegal, dishonest or malicious purposes; or
 - (ii) You do not cooperate with any investigation in relation to Your Linkt Rental Account regarding suspected fraudulent, illegal, dishonest or malicious behaviour, or if You refuse to provide any information reasonably requested by Linkt in response to a request made by Linkt in connection with any suspected fraudulent, illegal, dishonest or malicious behaviour.

- (c) For the purposes of these Linkt Terms and Conditions, fraudulent, illegal, dishonest or malicious behaviour means dishonest activity, which may cause financial loss to any persons or entity including theft of money or other property whether or not deception is used at the time.

15 When these Linkt Terms and Conditions end

- (a) These Linkt Terms and Conditions will:
 - (i) if you are a Consumer Customer, terminate automatically on the earlier of:
 - (A) the date which is 4 months after the date on which the last transaction occurred on the Linkt Rental Account; and
 - (B) the date on which the Consumer Customer's liability to pay overdue Tolls and Fees is transferred to Thrifty in accordance with clause 6.3(c),

unless earlier terminated in accordance with the provisions of these Linkt Terms and Conditions; or
 - (ii) if you are Personnel, terminate only when terminated in accordance with the provisions of these Linkt Terms and Conditions.
- (b) The termination of these Linkt Terms and Conditions does not affect any rights that You or Linkt have against each other that arose at or before the termination, including in relation to any outstanding Tolls and or Fees that You have not paid prior to the termination.

16 Notices

- (a) Notices (including any communications or statements) may be given by Linkt to You:
 - (i) by sending an email to Your email address as provided to Linkt by Thrifty (or as updated by You under clause 4); or
 - (ii) if no valid email has been provided to Linkt, by sending a text message to Your mobile number as provided to Linkt by Thrifty (or as updated by You under clause 4).
- (b) Notices to Linkt may be sent by email to Linkt's email address, using the contact details available on Linkt's website at www.linkt.com.au/sydney/contact-us.
- (c) Notices take effect from the time they are received (unless a no-delivery message is received by the sender).

17 General

- (a) These Linkt Terms and Conditions are the entire agreement between You and Linkt about the Linkt Rental Account and the other matters covered by these Linkt Terms and Conditions. The only enforceable obligations and liabilities of You and Linkt about the subject matter are those arising out of the provisions of these Linkt Terms and Conditions or at law.
- (b) These Linkt Terms and Conditions replace all previous representations, communications and agreements on the subject matter. To the maximum extent permitted by law, the provisions of the *Competition and Consumer Act 2010* (Cth) and the *Fair Trading Act 1987* (NSW) are excluded. Linkt's liability for a breach of

any term or warranty under the *Competition and Consumer Act 2010* (Cth) and the *Fair Trading Act 1987* (NSW) which by law cannot be excluded from these Linkt Terms and Conditions is limited to the maximum extent the law allows.

- (c) If any part of these Linkt Terms and Conditions is illegal or unenforceable it will not apply.
- (d) Any provision of these Linkt Terms and Conditions must be read down to the extent necessary to prevent that provision of these Linkt Terms and Conditions from being invalid, voidable or not enforceable in the circumstances. If a provision of these Linkt Terms and Conditions is still invalid, voidable or not enforceable, the relevant word, words or provision will be deleted, and the rest of these Linkt Terms and Conditions will continue to be fully enforceable.
- (e) You will not earn interest on any credit Account Balance or amount You pay to Linkt under these Linkt Terms and Conditions.
- (f) Unless otherwise expressly provided by these Linkt Terms and Conditions, a party does not waive a right, power or discretion just because it:
 - (i) fails to exercise it;
 - (ii) only exercises part of it; or
 - (iii) delays in exercising it.
- (g) A waiver of one breach of a provision of these Linkt Terms and Conditions does not operate as a waiver of another breach of the same provision or any other provision. A right of Linkt created under these Linkt Terms and Conditions may only be waived in writing signed by Linkt.
- (h) You represent and warrant to Linkt that you have the power, authority and capacity to enter into these Linkt Terms and Conditions.
- (i) You must pay Linkt an amount equal to any costs (including reasonable legal costs) incurred by Linkt in recovering a debt under these Linkt Terms and Conditions from You.
- (j) These Linkt Terms and Conditions and the transactions contemplated by these Linkt Terms and Conditions are governed by the laws of New South Wales.
- (k) These Linkt Terms and Conditions may be varied by Linkt upon the provision of 30 days' notice, or in the event of variation resulting from changes to laws, such notice as is reasonable in the circumstances. You acknowledge that such notice will be provided by Linkt on Linkt's website.

18 Definitions

In these Linkt Terms and Conditions (including Parts A, B and C), except where the context otherwise requires:

Account Balance means the total of all of the payments (and other amounts) which have been charged to the Linkt Rental Account less any Toll, Fee, tax, charge or other amount which is refunded to the Linkt Rental Account.

Account Statement means a summary of the transactions (including the Tolls and Fees) charged to the Linkt Rental Account.

Associated Contractors means Linkt's suppliers, agents, distributors and contractors in relation to any Permitted Purposes.

Authorised Driver means a driver approved and recorded by Thrifty to drive a Vehicle either on the Rental Agreement or by prior written agreement.

Authorised Information Recipient means Linkt, Thrifty and each Intended Recipient.

Thrifty means:

- (a) CLA Trading Pty Ltd ACN 082 220 399;
- (b) any Related Body Corporate of CLA Trading Pty Ltd ACN 082 220 399; or
- (c) any franchisee or licensee of any of the entities mentioned in paragraphs (a) to (b) of this definition,

as applicable, being the entity with whom You have entered into the Rental Agreement with.

Business Day means a day that is not a Saturday, Sunday or public holiday in the State of Victoria, Australia.

Clearing House means any person who operates a clearing house for operators of Toll Roads.

Commercial Customer means a body corporate, partnership, trust, government department or agency, sole trader or other business or entity holding a Thrifty corporate account for the purposes of renting a Vehicle and that is linked to a Linkt Rental Account.

Consumer Customer means a consumer, member of the public or other individual renting a Vehicle (including for a business purpose) and settles Tolls and Fees daily using a Nominated Card, including any individual renting a Vehicle using a Thrifty corporate account under which Tolls and Fees are payable by the renter and not the Commercial Customer.

Credit Provider has the meanings given in the *Privacy Act 1988* (Cth).

Credit-Related Information means Credit Information, Credit Eligibility Information and Credit Reporting Information, each as defined in the *Privacy Act 1988* (Cth).

Credit Reporting Agency means a corporation that carries on a credit reporting business within the meaning of that term in the *Privacy Act 1988* (Cth).

Credit Reporting Body has the meaning given in the *Privacy Act 1988* (Cth).

Department of Transport and Main Roads means the Department of Transport and Main Roads in the State of Queensland, Australia.

Due Payment means the amount stated in an invoice from Linkt as the Account Balance that You owe to Linkt.

Electronic Toll Point means any place on a Toll Road where vehicles are detected by the Linkt Rental Product System.

Fees means each of the fees and costs (and any taxes applicable to them) described in clauses 5(b)(ii) to 5(b)(iii) inclusive of these Linkt Terms and Conditions.

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

Head, Transport for Victoria means the body corporate of this name established under section 64A of the *Transport Integration Act 2010* (Vic).

Individual means any individual, including any Authorised Driver or Nominated Card Holder.

Intended Recipients means the following parties:

- (a) Credit Reporting Agencies;
- (b) Associated Contractors;
- (c) any bank, financial institution or Clearing House;

- (d) Linkt's professional advisers including legal advisers, accounting advisers and other professional advisers;
- (e) driver licensing and vehicle registration agencies, law enforcement agencies, public revenue authorities, road safety authorities and solicitors in relation to motor vehicle accidents;
- (f) owners and other operators of Toll Roads; and
- (g) persons providing services to any of the entities set out in paragraphs **Error! Reference source not found.** to **Error! Reference source not found.** of this definition.

Linkt Commercial Rental Product Information means any information relating to the Commercial Customer, its Personnel, the Linkt Rental Product, a Vehicle, the location of a Vehicle at any time, the direction of travel, or video and/or camera surveillance operated at Toll Roads. Linkt Rental Product Information may without limitation include Personal Information about:

- (a) the Commercial Customer; or
- (b) its Personnel,

including a name, address, phone number, email address, drivers licence number, date of birth, vehicle hire and usage information, billing or financial information, Rental Agreement, Linkt Rental 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 Linkt or obtained by Linkt from third parties.

Linkt Consumer Rental Product Information means any information relating to You or Your Linkt Rental Product, Your Vehicle, the location of Your Vehicle at any time, the direction of travel, or video and/or camera surveillance operated at Toll Roads. Linkt Rental Product Information may without limitation include Personal Information about:

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

including a name, address, phone number, email address, drivers licence number, date of birth, vehicle hire and usage information, billing or financial information, Rental Agreement, Linkt Rental 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 Linkt or obtained by Linkt from third parties.

Linkt Rental Account means the Linkt Rental Account of the Consumer Customer or the Linkt Rental Account of the Commercial Customer (as applicable), each set up by Linkt.

Linkt Rental Product means the indirect toll billing facility that utilises the Linkt retail platform and Thrifty' systems to communicate with and charge You as a result of travel by Vehicles on Toll Roads.

Linkt Rental Product System means the entire system relating to tagless tolling operated by Linkt for the Linkt Rental Product.

Linkt Terms and Conditions means this Annexure B to the Rental Agreement.

Nominated Card means a valid credit card or debit card nominated by a Consumer Customer as the source of payment for all Tolls and Fees.

Nominated Card Holder means a person other than the Consumer Customer who holds a Nominated Card.

Payment Date means the date on which a transaction is recorded on Your Linkt Rental Account.

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;
 - (ii) the Linkt Rental Product;
 - (iii) verification of Your Rental Agreement;
 - (iv) obtaining feedback about the Linkt Rental Product; and
 - (v) analysing information for product development in connection with the Linkt Rental Product System, traffic conditions, travel times and road usage and disclosing aggregate information (including to the public) excluding any Personal Information of Consumer Customers and Commercial Customers including their Personnel;
- (b) disclosure to any State Roads Authority for any purpose in connection with Toll Roads;
- (c) auditing of the Linkt Rental Product 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 Linkt is compelled to do so by a court order;
- (i) obtaining advice and professional services on a confidential basis; and
- (j) such other purposes as are permitted by Privacy Laws.

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.

Personnel means the directors, officers, agents, employees, individual contractors or subcontractors of a Commercial Customer or other persons who are permitted to rent Vehicles under the Commercial's Customer's corporate Thrifty account.

Privacy Laws means the privacy laws which apply to Linkt from time to time, including the *Privacy Act 1988* (Cth) (including the Australian Privacy Principles found in Schedule 1 to that Act), the *Spam Act 2003* (Cth), the *Do Not Call Register Act 2006* (Cth), the *Telemarketing and Research Calls Industry Standard 2017* (Cth), the *Fax Marketing Industry Standard 2011* (Cth), the *Privacy and Personal Information Protection Act 1998* (NSW) (to the extent applicable to Linkt) and any other current or future legislation, mandatory codes and policies relating to the handling of Personal Information which apply to Linkt.

Related Body Corporate has the meaning given to that term in the *Corporations Act 2001* (Cth).

Rental Agreement means the agreement entered into between You and Thrifty for the rental of Vehicles by You.

Rental Service Fee means the rental service fee described in Part C.

Secretary to the Department of Transport means the secretary to the Department of Transport in the State of Victoria, with the functions provided by section 33A of the *Transport Integration Act 2010* (Vic).

State Roads Authority means TfNSW, Secretary to the Department of Transport, Head, Transport for Victoria and the Department of Transport and Main Roads (as applicable).

TfNSW means Transport for NSW ABN 18 804 239 602 a NSW Government agency constituted under the *Transport Administration Act 1988* (NSW), including Roads and Maritime Services (ABN 76 236 371 088).

Toll means all toll charges or other fees and charges imposed by Linkt or the operator of a Toll Road for, or taxes payable in respect of, each Trip taken by a Vehicle for use of that Toll Road.

Toll Roads means toll roads in the Commonwealth of Australia, in respect of which the Linkt Rental Product is offered by Linkt.

Trip means the driving of a Vehicle in one continuous direction on a Toll Road through one or more Electronic Toll Points uninterrupted by exit and subsequent re-entry on that Toll Road.

Vehicle means the vehicle described in the Rental Agreement that has been rented to a Consumer Customer by Thrifty or a vehicle that is rented to Personnel of a Commercial Customer, pursuant to the Rental Agreement and includes any substitute, alternate or additional vehicle.

You or **Your** refers to the Consumer Customer or Personnel (as applicable) that has agreed to be bound to these Linkt Terms and Conditions and with whom the Rental Agreement is made.

Part B: Privacy and Credit Reporting Disclosure and Consent

Linkt's combined privacy and credit reporting collection statement

What information is being collected	Personal Information and Credit-Related Information about You is being collected by Linkt.
Purpose of collection	Linkt collects Personal Information, including Linkt Commercial Rental Product Information and Linkt Consumer Rental Product Information, about You in order to provide the Linkt Rental Product in respect of Vehicles rented from Thrifty. Linkt may collect this information from You or from Thrifty. Linkt may also collect Credit-Related Information about You from the Credit Reporting Bodies that Linkt deals with and from other Credit Providers who have provided credit to You. You are not required by law to provide Linkt Commercial Rental Product Information or Linkt Consumer Rental Product Information to Linkt, but if this information is not provided, Linkt will not be able to provide the Linkt Rental Product to You.
Use	Linkt only uses the Personal Information and Credit-Related Information that Linkt collects about You to provide the Linkt Rental Product, to arrange payment for any Tolls and Fees that You incur for Trips undertaken by Vehicles and for the other Permitted Purposes set out above. Linkt also uses Personal Information and Credit-Related Information to perform its business functions solely for the purpose of undertaking its obligations under these Linkt Terms and Conditions.
Disclosure	<p>Linkt may disclose the information that it collects about You to a State Roads Authority, Intended Recipients, Authorised Information Recipients, Clearing Houses and Linkt's Associated Contractors.</p> <p>Depending on the circumstances, Linkt may also disclose the information that it collects about You to other Credit Providers and Credit Reporting Bodies, insurers, third party toll operators, debt collection agencies, government authorities (where required or authorised by law) and Linkt's related entities.</p>

Overseas disclosures

In some circumstances, Linkt may hold Personal Information and Credit-Related Information in a different Australian State or Territory or disclose Personal Information and Credit-Related Information to recipients (including Linkt's Associated Contractors) located outside Australia in accordance with any applicable Privacy Laws, including in the Philippines and any other countries listed in our privacy policy from time to time.

Your rights

You have a right to access the Personal Information and Credit-Related Information that Linkt holds about You, to correct that Personal Information and Credit-Related Information and to make a complaint about Linkt's handling of Personal Information and Credit-Related Information. More information about how to access and correct Personal Information and Credit-Related Information that Linkt holds about You and how to lodge a complaint relating to Linkt's treatment of Personal Information and Credit-Related Information (and how Linkt will deal with complaints) can be found:

- in relation to Personal Information, in Linkt's privacy policy (available at: www.linkt.com.au/legal/policies/transurban-privacy-policy); and
- in relation to Credit-Related Information, in Linkt's credit reporting policy (available at: www.linkt.com.au/legal/policies/transurban-credit-reporting-policy) or a copy may be obtained in an alternative format by contacting Linkt using the contact details set out above.

Other credit-related matters

Credit Reporting Bodies collect a range of Credit-Related Information about individuals and use that information to provide a credit-related service to their customers (which includes Linkt). The Credit Reporting Bodies that Linkt may disclose Credit-Related Information to are Equifax Australia, which may be contacted at 138 332 (and any additional Credit Reporting Body notified to You by Linkt).

Where Linkt provides Credit-Related Information to these Credit Reporting Bodies, they may include this information in reports that they subsequently provide about You to other Credit Providers in order to assist those entities to assess their credit worthiness. You have a right to obtain a copy of the credit reporting policies of any Credit Reporting Bodies that Linkt discloses Your Credit-Related Information to. If You would like to obtain a copy of any of these policies, You should contact the relevant Credit Reporting Body directly using the contact details set out above (or as notified to You by Linkt).

If You believe that You have been a victim of fraud or identity theft, You have a right to contact the Credit Reporting Bodies and ask them not to disclose Your Credit-Related Information. If You would like to make such a request, please contact the Credit Reporting Bodies directly using the contact details set out above (or as notified to You by Linkt).

If You do not pay for any Tolls and Fees payable in accordance with these Linkt Terms and Conditions, if You defraud Linkt or try to do so, or if You otherwise commit a serious credit infringement, Linkt may disclose details of these defaults to the Credit Reporting Bodies that Linkt deals with in accordance with applicable laws. If Linkt needs to take these steps, this may affect Your ability to obtain a loan or other credit in the future.

Consents

- 1 In exchange for Linkt providing the Linkt Rental Product, and by accepting and agreeing to be bound by these Linkt Terms and Conditions, You consent to and authorise:
 - (a) the collection, use, holding and disclosure of Personal Information and Credit-Related Information about You by Linkt in accordance with Linkt's combined privacy and credit reporting collection statement set out above and in accordance with any applicable law;

- (b) collection of Linkt Commercial Rental Product Information or Linkt Consumer Rental Product Information (as applicable) by any Authorised Information Recipient from any person (including from Thrifty and from video and/or camera surveillance of Toll Roads conducted by Linkt or third parties for traffic management or toll violation enforcement purposes);
- (c) use and disclosure of Linkt Commercial Rental Product Information or Linkt Consumer Rental Product Information (as applicable) by and to Authorised Information Recipients for the Permitted Purposes; and
- (d) disclosure of Linkt Commercial Rental Product Information or Linkt Consumer Rental Product Information (as applicable) in online accounts accessible to any person with access to Your username and password.

Promises made

2 In accepting these Linkt Terms and Conditions, You promise that:

- (a) prior to disclosing any information to Linkt or Thrifty about You, he or she has obtained Your consent to the matters in clause 1 above; and
- (b) all information provided to Linkt about You is or will be accurate, complete and up-to-date, and will not be false or misleading.

Part C: Fee Schedule

Fee	Explanation	Amount
Rental Service Fee	The fee charged by Linkt for each day per Rental Agreement where a Vehicle incurs a Toll on a Toll Road.	<p>\$3.30 (including GST) per calendar day, for each calendar day that any single Vehicle incurs a Toll on a Toll Road.</p> <p>You agree that the Rental Service Fee will be as revised from time to time in accordance with the Rental Agreement.</p>

Part D: Contact details

Contact	Contact details
Linkt	(a) Telephone: 13 33 31 (b) Email: customersyd@linkt.com.au
Linkt Customer Resolutions Team	(a) Telephone: 1300 381 570 (b) Email: resolve@transurban.com
Tolling Customer Ombudsman	(a) Telephone: 1800 145 009 (b) Email: admin@tollingombudsman.com.au