



Anonymous Accounts Customer Service Agreement

Consolidated for all amendments - last updated 19 July 2018

Anonymous Account (Full Registration Number) Customer Service Agreement

1. Your agreement with us

This service is provided by CityLink Melbourne Limited ABN 65 070 810 678 under the brand, Linkt.

Linkt and Linkt Melbourne are trade marks of Transurban Limited used under licence by CityLink Melbourne Limited ABN 65 070 810 678.

This agreement details your rights and obligations for use of CityLink and in some circumstances, Eligible Toll Roads.

The agreement begins when you accept the agreement by:

- a) accepting it in writing;
- b) keeping the Tag device(s);
- c) accepting the agreement orally; or
- d) conduct (e.g. by contacting us to open an Account).

As you have not told us your name or contact details, we are unable to contact you by mail or phone to notify you of things that affect your Account and Linkt Registration.

Although we may signal your Tag to beep to inform you about certain events which affect the Linkt Registration of your vehicle, you are responsible for making sure that the Linkt Registration of your vehicle, or any vehicle that you drive on CityLink is not suspended or cancelled.

2. What to do before using CityLink

You must do the following things before using CityLink:

- (a) tell us the full Registration Number, make, and model of your vehicle.
- (b) pay us the Opening Amount and any other amounts we require under this agreement.

Linkt Registration only takes effect when your vehicle is actually recorded as registered on the Linkt Register.

You may link only one (1) car, or one (1) light commercial vehicle and have one (1) Tag for each Account.

3. Tag device and the tolling system

You must:

- (a) install and use each Tag in line with the instructions supplied with the Tag; and
- (b) only use each Tag in a Nominated Vehicle of the same Class as the Tag (that is a car Tag may only be used in a car and a light commercial vehicle Tag may only be used in a light commercial vehicle).

Travel on CityLink

We will operate the CityLink electronic tolling system to detect vehicles that make Trips on CityLink by identifying your Tag or the vehicle's Registration Number. We will charge the relevant CityLink Tolls to your Account which may be based on your Tag, the Linkt Registration, or the observed Class of your vehicle.

You are also responsible for the Tolls or fees incurred by any vehicle that you drive on CityLink, whether or not it is a Nominated Vehicle.

Travel on Eligible Toll Roads

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Other Eligible Toll Road operators may operate electronic tolling systems on their toll roads to detect vehicles that make Trips on those toll roads by identifying your Tag or the vehicle's Registration Number. The Eligible Toll Road operator will send Trip data and the relevant Tolls to us so we can charge those Eligible Toll Road Tolls (and any fees if applicable) to your Account. We will charge those amounts determined as payable by the Eligible Toll Road operator and we are not responsible for confirming the accuracy of that information.

4. When you should contact us

Each time your vehicle fitted with your Tag passes through a Toll Zone, your Tag should "beep":

- **One beep** indicates that everything is operating normally.
- **One beep**, followed by **two short beeps**, means your Account Balance is below the Top Up Trigger. You should top up your Account before you travel on an Eligible Toll Road again.
- **No beep** indicates there may be a problem with your Tag. You may complete the Trip, but you must contact us before you travel on an Eligible Toll Road again.
- **Four beeps** indicates that the Linkt Registration of your Nominated Vehicle has been suspended or cancelled. You may receive a Toll Invoice or, if the Toll Invoice remains unpaid, an Infringement Notice. You must contact us before you travel on an Eligible Toll Road again.

You should also contact us as soon as possible when:

- (a) your Tag, Nominated Vehicle or Number Plate on a Nominated Vehicle is lost or stolen;
- (b) your Tag is damaged, lost or stolen;
- (c) you want to remove your Nominated Vehicle from your Account (e.g. you sell that vehicle), or change the Registration Number of a Nominated Vehicle which is linked to your Account;
- (d) you change the Registration Number of your Nominated Vehicle;
- (e) you want to change your Personal Identification Number;
- (f) you become aware of anything that may or will affect any payment under this agreement;
- (g) your Nominated Vehicle is modified after it is registered or;
- (h) you are unsure whether your vehicle is registered in the correct Class.

5. If you do not make contact when required

Your Nominated Vehicle may be removed from the Linkt Register if you do not contact us as soon as you become aware of anything that may or will affect a payment under this agreement and rectify the problem.

6. If your Nominated Vehicle or Tag is lost or stolen

We will not charge Tolls to your Account if after you have notified us, that:

- (a) your Nominated Vehicle has been stolen, we detect that Nominated Vehicle driving through a Toll Zone;
- (b) your Tag has been lost or stolen, we detect that Tag in a Toll Zone;
- (c) a Number Plate of your Nominated Vehicle has been stolen, we detect that Number Plate on a vehicle (if that vehicle is not your vehicle) in a Toll Zone.

We will resume charging Tolls to your Account when you notify us or we become aware that you have recovered the stolen Nominated Vehicle, lost or stolen Tag, or stolen Number Plate.

You must provide a copy of any relevant police report, a statutory declaration or an insurance claim if we request it.

7. Charging Tolls to your Account

You will be charged Tolls for using CityLink which are set in line with the Act. CityLink Toll prices are available on our website or upon request. If you have given us incorrect information about the Class of

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your Nominated Vehicle(s) or other vehicle(s) you drive on CityLink we may charge you the applicable Tolls based on the vehicle's correct Class.

You will be charged Tolls for using other Eligible Toll Roads which are set by the relevant Eligible Toll Road operator. Current Toll prices are available from the relevant Eligible Toll Road operator.

We will debit a toll to your Account when your Nominated Vehicle, your Tag or the Number Plate of your Nominated Vehicle is detected in a Toll Zone or on an Eligible Toll Road, subject to clause 17.

On or after the Start Date for a Tag, we will charge Tolls and may debit a No Tag in Vehicle Fee to your Account for each Trip that your Tag or Nominated Vehicle was detected on CityLink between up to three days prior to the time you originally contacted us to open the Account and that Start Date.

If your Nominated Vehicle is linked to another Account, and your Nominated Vehicle is detected on an Eligible Toll Road without your Tag being detected, we may choose which Account will be charged with the Tolls and any applicable fees from that Trip.

We will charge Tolls and the Vehicle Matching Fee to your Account:

- without any knowledge of and regardless of who was driving the vehicle at that time; and
- whether or not you authorised or were aware of the use of the Nominated

Vehicle.

If we have sent you a Toll Invoice in respect of any Trip(s), we may charge the applicable Toll(s) and Toll Administration Fee(s) to your Account if the Toll Invoice remains unpaid after 28 days.

8. Payment to open your Account

Opening Amount

We will credit the Opening Amount to your Account.

Security Deposits

We will ask for a Security Deposit to complete the opening of your Account.

9. Security Deposits

Upon account opening you must pay us the Security Deposit within 5 Business Days of receiving a request to do so.

Security Deposits (and other deposits or amounts which are to be treated like a Security Deposit) will not be credited to your Account.

We may use the Security Deposit (and other deposits or amounts which are to be treated like a Security Deposit) in part or full payment (at our discretion) of any amount you owe us under this agreement.

10. Additional fees and payments

If you use CityLink without your Tag being detected

For each Trip that your Nominated Vehicle is detected using CityLink without your Tag being detected, we may, as well as charging you Tolls, debit a No Tag in Vehicle Fee to your Account, unless we are responsible for the failure to detect your Tag.

If you use CityLink in a Nominated Vehicle with a different Class from your Tag

If a person uses CityLink in a vehicle with a Tag linked to your Account which is of a different Class from that vehicle, we may debit the appropriate Tolls and applicable fees to your Account. It is your responsibility to confirm that your vehicle is registered in the correct Class at all times.

Tag Non-Return Fee

You must pay us the Tag Non-Return Fee if your Tag is lost, stolen, or damaged, or you do not return your Tag to us when we require you to do so.

Payment Card Surcharge

Where you pay your Account via an accepted credit card or debit card, you may be charged a Payment Card Surcharge on the amount paid.

When you agree to additional payments

We may charge to, or debit from, your Account any fee, tax, charge, or amount if you have agreed to pay, or you owe us that fee, tax, charge, or amount under this agreement.

Travel on Eligible Toll Roads

We may debit the relevant toll charged by other Eligible Toll Road operators from your Account when your Tag or Nominated Vehicle is detected on that Eligible Toll Road.

Toll Administration Fee

If you receive a Toll Invoice you agree to pay any applicable Toll Administration Fee(s).

11. Statements

You may request a detailed statement of your Account if you agree to pay us the Detailed Statement Fee.

12. Topping up

You must keep a positive balance in your Account at all times (i.e. your Account Balance must not be zero or less).

You should make sure that you top up your Account by Manual Payment and make sure that you top up your Account by the Agreed Replenishment Amount when your Account reaches the Top Up Trigger. If you allow your Account Balance to drop to zero or less, the Linkt Registration of your Nominated Vehicle may be suspended or cancelled.

You must keep your Account Balance below \$5,000 at all times. If your account balance is \$5,000 or above, we will report your details to AUSTRAC in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).

Following suspension

If we have suspended the Linkt Registration of your Nominated Vehicle, subject to the terms and conditions of this agreement, we will re-register your Nominated Vehicle on the Linkt Register when you have made arrangements for the Agreed Replenishment Amount to be drawn from your Bank account.

13. When is a payment made?

Payments are treated as made when we receive them.

If your Manual Payment has failed, or you have made other payment arrangements with us, we will receive your payments:

- a. if by cash or manual credit or debit card, BPAY or EFTPOS, when the person making the payment in person is given a receipt for that payment; or
- if by cheque, when the proceeds of the cheque have been cleared.

Where you pay your Account via an accepted credit card or debit card, you may be charged a Payment Card Surcharge on the amount paid. If a payment is not made successfully, we may debit the Dishonour Fee to your Account unless the unsuccessful payment is our or our Bank's fault.

We may at our discretion accept late or part payments or any payment described as being in full or in part settlement of a dispute. If we do so, we will not lose any of our rights under this agreement. We may allocate any such payment against any money you owe us as we deem necessary.

14. Questions, complaints and disputes

If you have a dispute or wish to make a complaint about the Linkt Registration of your vehicle or a payment or an amount debited, credited or not credited to your Account, you should contact us.

If you believe that your dispute or complaint has not been properly addressed, you have the right to have the issue reviewed by our Customer Resolutions team who will provide a response with reasons.

If you are still not satisfied with the response, you may take your complaint to the Tolling Customer Ombudsman.

If you believe there is an error (including trips, fees and charges) on your Statement that you have requested, we require you to tell us of any errors or discrepancies promptly. You agree that if you wish to dispute anything in a Statement you must notify us within 90 days of the Statement, after which no claim or dispute can be raised.

Where you dispute your Account Balance, we may (at our discretion):

- credit your Account for all or part of the disputed amount; or
- make other arrangements reasonably necessary to allow for the continued operation of your Account, until the dispute is resolved.

15. Changing this agreement

We may change this agreement (including any amount, fee or deposit) by publishing the changes on our website, the date from which they will apply, and how you may obtain a copy of them.

We may assign this agreement to another entity responsible for levying Tolls on CityLink in the same way.

Changes to this agreement or assignment of this agreement will apply from the date which is the later of:

- (a) 30 days after the date of notification of the changes on our website; or
- (b) the date stated on the copy of changes on our website, except when the changes either reduce fees or charges or are as a result of changes in taxes they will apply as soon as practicable but no later than 30 days after notification of the change on our website.

16. Suspension or cancellation

If Trips are made by vehicles that are suspended or cancelled from the Linkt Register you will not have a valid arrangement to make Trips and you may commit an offence under the Act and receive a Toll Invoice or, if the Toll Invoice remains unpaid, an Infringement Notice.

The Linkt Registration of your vehicle is suspended or cancelled when we record it as suspended or cancelled on the Linkt Register or remove it from the Linkt Register.

We may suspend or cancel the Linkt Registration of all your Nominated Vehicles if:

- (a) your Account Balance is zero or less or has not been paid within the required time period;
- (b) you do not provide a Security Deposit for each Tag linked to your Account within 5 Business Days of us asking you to pay a Security Deposit;
- (c) we are required to do so by law;
- (d) for any other reason (including breach of this agreement by you) we reasonably consider suspension or cancellation of the Linkt Registration of your Nominated Vehicle is necessary.

If we have suspended or cancelled the Linkt Registration of your vehicle, we will send a signal to your Tag to give 4 beeps each time your Tag device passes through a Toll Zone on CityLink. You agree that this is a reasonable method of notice for us to use.

We may also notify you of suspension or cancellation by giving notice in any other way allowed under this contract or the Act.

If you do not re-register your vehicle with us or do not make alternative arrangements to pay Tolls through another service provider and your vehicle is detected on any Eligible Toll Road after its Linkt Registration has been suspended or cancelled, the driver of that vehicle may commit an offence and you may receive a Toll Invoice or, if the Toll Invoice remains unpaid, an Infringement Notice.

We will only investigate a Toll Invoice or Infringement Notice once you have re-registered your vehicle with us.

You may end this agreement at any time by giving us notice that you want to close your Account.

If the Linkt Registration of all Nominated Vehicles linked to your Account is cancelled, then within 10 Business Days of receiving notice of that cancellation, you must:

- (a) return all Tags to us; and
- (b) pay any debit Account Balance and any other amount you owe us.

We will refund any Remaining Account Balance within 10 Business Days after you have met the above requirements.

17. When this agreement ends

This agreement will end 20 Business Days after the Linkt Registration of your Nominated Vehicle has been cancelled. The ending or cancellation of this agreement for any reason does not affect any rights that either you or we have against each other which arose at or before the end or cancellation of this agreement.

18. Liability

To the maximum extent permitted by law, we are not liable (whether in contract, 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 your use of CityLink or any Eligible Toll Road, your installation, use or removal of the Tag or the Holder, or anything else in connection with this agreement.

This agreement does not affect any rights, liabilities and responsibilities arising at law, unless otherwise provided under this agreement.

Where liability cannot be excluded, any liability incurred by us in relation to the use of CityLink or any Eligible Toll Road, your installation, use or removal of the Tag or the Holder or this agreement is limited to the extent provided for by the Australian Consumer Law (Schedule 2 of the *Competition and Consumer Act 2010*).

19. General

Ownership of the Tag and licence to use it

You do not own any Tag linked to your Account or provided to you. We will license you to use the Tag linked to your Account in line with this agreement.

You must return the Tag to us within 10 Business Days after we ask you to return it or within 5 Business Days after we ask you to return it if we have suspended the Linkt Registration of your Nominated Vehicles.

This agreement is the entire agreement

This agreement is the entire agreement about the Linkt Registration of your Nominated Vehicle, your Account, Tag and the other matters covered by this agreement. The only enforceable obligations and liabilities of you and us about the subject matter are those arising out of the provisions of this agreement or at law.

This agreement replaces all previous representations, communications and agreements on the subject matter.

Notices

Notices may be:

- signalled through your Tag beeps each time your Tag passes through a Toll Zone; or
- given to you in any other way the law allows.

A notice given to you is also taken to be given to the drivers and owners of all vehicles using a Tag linked to your Account and each Nominated Vehicle which is linked to your Account.

Notices to us may be sent or delivered:

- to our address;
- by fax to our fax number; or
- by e-mail to our e-mail address.

Our contact details are on the final page of this agreement.

Notices take effect from the time they are received unless a later time is specified. Notices by Tag beeps are taken to be received when we signal the Tag to beep.

If notices are sent by a fax machine which prints a transmission report showing that the fax was fully sent, they are taken to be received at the time shown in a transmission report which shows that the whole fax was sent. If notices are sent by post, they are taken to be received on the expiration of 3 Business Days after the date of posting. If notices are left at your address, they are taken to be received on the day of delivery if delivered before 4 pm on a Business Day and otherwise on the next Business Day.

If notices are sent by e-mail or SMS, they are taken to be received on the next day after the date of sending.

If any part of this agreement is illegal or unenforceable it will not apply

Any provision of this agreement must be read down to the extent necessary to prevent that provision or this agreement from being invalid, voidable or not enforceable in the circumstances. If a provision of this agreement is still invalid, voidable or not enforceable, the relevant word, words or provision will be deleted, and the rest of this agreement will continue to be fully enforceable.

Interest

You will not earn interest on any credit Account Balance or amount you pay us under this agreement.

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Waiving breaches of this agreement

Unless otherwise expressly provided by this agreement, a party does not waive a right, power or discretion just because it:

- fails to exercise it;
- only exercises part of it; or
- delays in exercising it.

A waiver of one breach of a provision of this agreement does not operate as a waiver of another breach of the same provision or any other provision. A right of ours created under this agreement may only be waived in writing signed by us.

Representations and warranties

You represent and warrant to us that:

- you have the power, authority and capacity to enter into this agreement; and
- the owners and users of all vehicles linked to your Account have consented to the linking of those vehicles to your Account and for you to be provided with information regarding their use of those vehicles.

Consent to use and disclose information

You consent to us using or disclosing any information (including personal information) you provide to us if the information is used or disclosed for the purposes contemplated by this agreement (including the exercise of any rights or the performance of any obligations under this agreement) or as detailed in our Privacy Policy.

You consent to any information (including any personal information) about your Account and any information you provide to us, being disclosed by us to credit reporting bodies or to debt collection agencies where you are in payment default. Our Credit Reporting Policy is available on our website.

We may use your personal information to research and develop new products and services, and conduct business planning.

You consent to us disclosing any information otherwise required by law (legislation or court order).

You consent to us disclosing to Eligible Toll Road operators and VicRoads any information (including personal information) that is required for toll enforcement or collection.

If you provide us with your email address or mobile phone number, you consent to us using those contact details to send you traffic updates and other notices relevant to your use of CityLink and any other Eligible Toll Roads. You can ask not to receive such communications at any time.

Privacy Policy

We will give you a copy of our Privacy Policy when you ask for a copy. Our Privacy Policy is available from our website.

Recovery of costs

You must pay us an amount equal to any costs (including legal costs) incurred by us in recovering a debt from you.

20. Interpretation

In this agreement unless the contrary intention appears:

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- (a) a reference to this agreement includes any variation to it;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority;
- (d) an obligation imposed on 2 or more parties binds them jointly and severally;
- (e) a reference to a time or date is a reference to that time or date in Melbourne;
- (f) a provision of this agreement must not be interpreted against us just because we prepared the agreement;
- (g) a reference to any legislation or subordinate legislation includes any modifications or changes;
- (h) headings in this agreement have been inserted for convenience and do not affect the interpretation of this agreement; and
- (i) this agreement and the transactions contemplated by this agreement are governed by Victorian law.

21. Definitions

Term	Definition
Account	Your Linkt account including any Tags and Nominated Vehicles linked to the account.
Act	The <i>Melbourne City Link Act 1995 (Vic)</i> as substituted, amended or varied from time to time.
Account Balance	The total of all of the payments (and other amounts) which have been credited to your Account less any toll, fee, tax, charge or other amount which is debited to your Account.
Bank	Any bank or financial institution including a credit card provider, authorised to carry on banking or financial business within Australia.
Business Day	Any day which is not a Saturday, Sunday or public holiday in Melbourne.
CityLink	The Link road and Extension road as defined in the <i>Melbourne City Link Act 1995 (Vic)</i> and any part of those roads.
Class	A Motorcycle, Car, Light Commercial Vehicle or Heavy Commercial Vehicle as defined in the Toll Calculation Schedule.
Concession Deed	Has the meaning given to 'the Agreement' in the Act.
Credit Reporting Policy	The Credit Reporting Policy available from our website.
Eligible Toll Road	CityLink and those Australian roads, bridges, tunnels or locations on which a toll is levied for the passage of vehicles and for which you can use your Account to pay that toll. For further details, please refer to our website.
Holder	The device which will be attached to the windscreen to hold your Tag.
Infringement Notice	A fine or other financial impost issued by an enforcement agency of the relevant State government to the registered owner or nominated driver of a vehicle. Infringement Notices may be issued when full payment of a Toll Invoice has not been received by the relevant due date.

Linkt Register	The register of vehicles established and maintained by us under section 73A of the Act.
Linkt Registration	The registration by us of your vehicle on the Linkt Register.
Manual Payment	A payment received by us by way of cash, a manual debit or credit card or EFTPOS transaction, a bank cheque or a personal cheque.
Nominated Vehicle	A vehicle which you have asked us to link to your Account and which is registered on the Linkt Register.
Number Plate	The physical plate which contains the vehicle's Registration Number.
Privacy Policy	The Privacy Policy available from our website.
Registration Number	The combination of numbers, letters, or numbers and letters on the Number Plate of your Nominated Vehicle, as assigned to that vehicle by the relevant registration authority (e.g. VicRoads).
Remaining Account Balance	The total of any: <ul style="list-style-type: none"> • credit Account Balance; • Security Deposit; and • any other amounts which are treated like a Security Deposit, you have left after all outstanding fees, taxes, tolls, toll credits, charges and any other amounts you owe us are deducted. Toll credits cannot be redeemed for cash.
Start Date	<p>If your Account was opened before 3 January 2000, the Start Date is the earlier of:</p> <ul style="list-style-type: none"> • the first date (on or after 3 January 2000) that you use a Toll Zone; and • 28 December 2000, for all Tags which are linked to your Account before that date. <p>If your Account is opened on or after 3 January 2000, the Start Date is the date on which your Account is opened for all Tags which are linked to your Account when it is opened.</p> <p>The Start Date for any other Tag is the date on which that Tag is linked to your Account.</p>
Tag	The transponder device licensed to you for the duration of this agreement.

Tag Year	<p>For each Tag, a consecutive 12 month period from:</p> <ul style="list-style-type: none">• the Start Date; or• the anniversary of the Start Date. <p>Where a Tag is replaced, a Tag Year is calculated by reference to the original Tag unless the replacement Tag is part of a general release of “new generation” Tags.</p> <p>However, without changing the beginning of a Tag Year, a Tag Year for any Tag will end on the earliest of:</p> <ul style="list-style-type: none">• the date that Tag is returned to us without being replaced;• the date you tell us that the Tag has been lost or destroyed and you do not want to replace it;• the date that Tag is replaced as part of a general release• of “new generation” (e.g. of an improved technology) Tags; and• the date when the Linkt Registration of all vehicles linked to your Account is cancelled.
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Term	Definition
Toll Administration Fee	<p>A toll administration fee calculated in accordance with the Act or, in relation to an Eligible Toll Road other than CityLink, such equivalent legislation that applies in relation to that Eligible Toll Road.</p> <p>This fee may be payable if you receive a Toll Invoice.</p>
Toll Calculation	Has the meaning given to that term in the Concession Deed.
Toll Invoice	A request for payment issued to the registered owner or nominated driver of a vehicle for travel on CityLink or another Eligible Toll Road. Toll Invoices are issued by CityLink or another Eligible Toll Road operator and may include Tolls and Toll Administration Fees.
Toll Zone	A part of CityLink specified to be a toll zone under the Act.
Tolling Customer	The ombudsman for the tolling industry and the contact details can be obtained from our website.
Tolls	<p>Tolls are the amount payable for travel on CityLink and other Eligible Toll Roads.</p> <p>CityLink Tolls are set in accordance with the Toll Calculation Schedule and may be updated quarterly. The full details appear in the Victoria Government Gazette (gazette.vic.gov.au). Tolls on CityLink vary depending on the Class of the Nominated Vehicle. It is your responsibility to ensure that each of your Nominated Vehicles is registered in the correct Class at all times.</p> <p>Current Toll prices for other Eligible Toll Roads are available from the relevant Eligible Toll Road operator.</p>
Trip	The driving of a vehicle in one direction in one or more Toll Zones uninterrupted by exit and subsequent re-entry of CityLink other than travel directly between the Southern Link and the Western Link. For other Eligible Toll Roads, a Trip will be defined by each respective Eligible Toll Road operator.
Trip Cap	The maximum tolls which will be debited to your Account for each Trip. The amount is determined by us in line with the Act or, if applicable, by an operator of another Eligible Toll Road in respect of Trips on that Eligible Toll Road.
You/your	You, the customer, who has opened the Account with us and your properly authorised agents.
We, our or us	CityLink Melbourne Limited (formerly Transurban City Link Limited) ABN 65 070 810 678, including the successors, contractors, assignees, employees, agents and nominees of CityLink Melbourne Limited.

Amounts, Fees and Charges (inclusive of GST where applicable)

Name	Description	Amount, Fee or Charge
Agreed Replenishment Amount	This is the amount that you should pay us by Manual Payment, after your Account Balance falls below the Top Up Trigger as explained in clause 13.	Either: (a) the greater of: <ul style="list-style-type: none"> • \$25.00; and • the difference between your Account Balance and • \$25.00; or (b) any larger amount selected by you and agreed by us.
Dishonour Fee	This is the amount that is debited to your Account if your payment is not successfully made, unless the unsuccessful payment is our or our Bank's fault.	The charge imposed on us by our Bank as a result of your unsuccessful payment.
Tag Non- Return Fee	This is the amount that you must pay us if your Tag is lost, damaged or not returned to us under this agreement.	\$15.00 per Tag device not returned.
Low Account Balance	If you have a Pre-Pay Account, and your Account Balance falls below this amount, we may send you a letter to remind you to top up your Account.	The balance at which we believe that you should be reminded to top up your Account.
No Tag in Vehicle Fee	This is the amount that we may charge if your Nominated Vehicle is detected in a Toll Zone without a Tag being detected, unless we are responsible for the failure to detect your e- TAG.	\$0.55 per Trip.
One-off Detailed Statement Fee	You pay this fee to get a one-off detailed statement.	\$3.30 for each time you request a one-off detailed statement.
Opening Amount	This is the amount which you pay us to open your Account.	\$25 credit per account
Payment Card Surcharge	This is the amount that we may add to a payment to your Account, when you make a payment by an accepted credit card or debit card.	If you make a payment by an accepted credit card or debit card we are charged a merchant service fee by your financial institution. The current Payment Card Surcharge rates are available when you visit www.linkt.com.au

Security Deposit	We require you to pay this deposit as security to open your Account.	\$100.00 per Tag device linked or proposed to be linked to your Account.
Top Up Trigger	This is the Account Balance at which a top up payment should be made.	The Top Up Trigger is set at an Account balance of \$25. When your Account Balance falls to this amount, you will hear one beep, followed by two short beeps, and you should top up your Account by paying, as a minimum, the Agreed Replenishment Amount.

Anonymous Account (Partial Registration Number) Customer Service Agreement

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The agreement begins when you accept the agreement by:

- (a) accepting it in writing;
- (b) keeping the Tag;
- (c) accepting the agreement orally; or
- (d) conduct (e.g. by contacting us to open an Account).

As you have not told us your name or contact details, we are unable to contact you by mail or phone to notify you of things that affect your Account and Anonymous Registration.

Although we may signal your Tag to beep to inform you about certain events which affect the Anonymous Registration of your vehicle, you are responsible for making sure that the Anonymous Registration of your vehicle, or any vehicle that you drive on CityLink is not suspended or cancelled.

2. What to do before using CityLink

You must do the following things before using CityLink:

- (a) tell us the Partial Registration Number, make, and model of your vehicle; and
- (b) pay us the Opening Amount and any other amounts we require under this agreement.

Anonymous Registration only takes effect when your vehicle's Partial Registration Number is actually recorded as registered on the Anonymous Vehicles Register.

If your vehicle travels on an Eligible Toll Road and your Tag is not detected we may not charge Tolls to your Account and you may instead receive Toll Invoices for each day of travel where a Tag is not detected.

You may link only one (1) car or one (1) light commercial vehicle and have one (1) Tag for each Account.

3. Tag device and the tolling system

You must:

- (a) install and use each Tag in line with the instructions supplied with the Tag; and
- (b) only use each Tag in a Nominated Vehicle of the same Class as the Tag (that is a car Tag may only be used in a car and a light commercial vehicle Tag may only be used in a light commercial vehicle).

Travel on CityLink

We will operate the CityLink electronic tolling system to detect vehicles that make Trips on CityLink by identifying your Tag or the vehicle's Registration Number. We will charge the relevant CityLink Tolls to your Account which may be based on your Tag, the Linkt Registration, or the observed Class of your vehicle.

You are also responsible for the Tolls or fees incurred by any vehicle that you drive on CityLink, whether or not it is a Nominated Vehicle.

Travel on Eligible Toll Roads

Other Eligible Toll Road operators may operate electronic tolling systems on their toll roads to detect vehicles that make Trips on those toll roads by identifying your Tag or the vehicle's Registration Number. The Eligible Toll Road operator will send Trip data and the relevant Tolls to us so we can charge those Eligible Toll Road Tolls (and any fees if applicable) to your Account. We will charge those amounts determined as payable by the Eligible Toll Road operator and we are not responsible for confirming the accuracy of that information.

4. When you should contact us

Each time your vehicle fitted with your Tag passes through a Toll Zone, your Tag should "beep":

- **One beep** indicates that everything is operating normally.
- **One beep, followed by two short beeps**, means your Account Balance is below the Top Up Trigger. You should top up your Account before you travel on an Eligible Toll Road again.
- **No beep** indicates there may be a problem with your Tag. You may complete the Trip, but you must contact us before you travel on an Eligible Toll Road again.
- **Four beeps** indicates that the Anonymous Registration of your vehicle has been suspended or cancelled. You may receive a Toll Invoice or, if the Toll Invoice remains unpaid, an Infringement Notice. You must contact us before you travel on an Eligible Toll Road again.

You should also contact us as soon as possible when:

- (a) your Tag, Nominated Vehicle or Number Plate on a Nominated Vehicle is lost or stolen;
- (b) your Tag is damaged, lost or stolen;
- (c) you want to remove your Nominated Vehicle from your Account (e.g. you sell that vehicle), or change the Registration Number of a Nominated Vehicle which is linked to your Account;
- (d) you want to change your Personal Identification Number;
- (e) you become aware of anything that may or will affect any payment under this agreement;
- (f) your Nominated Vehicle is modified after it is registered or;

(g) you are unsure whether your vehicle is registered in the correct Class.

5. If you do not make contact when required

Your Nominated Vehicle may be removed from the Anonymous Vehicles Register if you do not contact us as soon as you become aware of anything that may or will affect a payment under this agreement and rectify the problem.

6. If your Tag is lost or stolen

We will not charge Tolls to your Account if after you have notified us, that:

- your Tag has been lost or stolen, we detect that Tag in a Toll Zone;

We will resume charging Tolls to your Account when you notify us or we become aware that you have recovered the stolen Tag.

You must provide a copy of any relevant police report, a statutory declaration or an insurance claim if we request it.

7. Charging Tolls to your Account

You will be charged Tolls for using CityLink which are set in line with the Act. CityLink Toll prices are available on our website or upon request. If you have given us incorrect information about the Class of your Nominated Vehicle or other vehicle(s) you drive on CityLink we may charge you the applicable Tolls based on the vehicle's correct Class.

You will be charged Tolls for using other Eligible Toll Roads which are set by the relevant Eligible Toll Road operator. Current Toll prices are available from the relevant Eligible Toll Road operator.

We will debit a toll to your Account when your Tag is detected in a Toll Zone or on an Eligible Toll Road, subject to clause 17.

If your Nominated Vehicle is linked to another Account, and your Nominated Vehicle is detected on an Eligible Toll Road without your Tag being detected, we may choose which Account will be charged with the Tolls and any applicable fees from that Trip.

We will charge Tolls to your Account:

- without any knowledge of and regardless of who was driving the vehicle at that time; and
- whether or not you authorised or were aware of the use of the Nominated Vehicle.

8. Payment to open your Account

Opening Amount

We will credit the Opening Amount to your Account.

Security Deposits

We will ask for a Security Deposit to complete the opening of your Account.

9. Security Deposits

Upon account opening you must pay us the Security Deposit within 5 Business Days of receiving a request to do so.

Security Deposits (and other deposits or amounts which are to be treated like a Security Deposit) will not be credited to your Account.

We may use the Security Deposit (and other deposits or amounts which are to be treated like a Security Deposit) in part or full payment (at our discretion) of any amount you owe us under this agreement.

10. Additional fees and payments

If you use CityLink without your Tag being detected

For each Trip that your Nominated Vehicle is detected using CityLink without your Tag being detected, you may receive a Toll Invoice for each day of travel, unless we are responsible for the failure to detect your Tag.

If you use CityLink in a Nominated Vehicle with a different Class from your Tag.

If a person uses CityLink in a vehicle with a Tag linked to your Account which is of a different Class from that vehicle, we may debit the appropriate Tolls and applicable fees to your Account. It is your responsibility to confirm that your vehicle is registered in the correct Class at all times.

Tag Non-Return Fee

You must pay us the Tag Non-Return Fee if your Tag is lost, stolen, or damaged, or you do not return your Tag to us when we require you to do so.

Payment Card Surcharge

Where you pay your Account via an accepted credit card or debit card, you may be charged a Payment Card Surcharge on the amount paid.

When you agree to additional payments

We may charge to, or debit from, your Account any fee, tax, charge, or amount if you have agreed to pay, or you owe us that fee, tax, charge, or amount under this agreement.

Travel on Eligible Toll Roads

We may debit the relevant toll charged by other Eligible Toll Road operators from your Account when your Tag is detected on that Eligible Toll Road.

Toll Administration Fee

If you receive a Toll Invoice you agree to pay any applicable Toll Administration Fee(s).

11. Statements

You may request for a detailed statement of your Account if you agree to pay us the Detailed Statement Fee.

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12. Topping up

You must keep a positive balance in your Account at all times (i.e. your Account Balance must not be zero or less).

You should make sure that you top up your Account by Manual Payment and make sure that you top up your Account by the Agreed Replenishment Amount when your Account reaches the Top Up Trigger. If you allow your Account Balance to drop to zero or less, the Anonymous Registration of your Nominated Vehicle may be suspended or cancelled.

You must keep your Account Balance below \$5,000 at all times. If your account balance is \$5,000 or above, we will report your details to AUSTRAC in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).

Following suspension:

If we have suspended the Anonymous Registration of your Nominated Vehicle, subject to the terms and conditions of this agreement, we will re-register your Nominated Vehicle on the Anonymous Vehicles Register when you have made arrangements for the Agreed Replenishment Amount to be drawn from your Bank account.

13. When is a payment made?

Payments are treated as made when we receive them.

If your Manual Payment has failed, or you have made other payment arrangements with us, we will receive your payments:

- a. if by cash or manual credit or debit card, BPAY or EFTPOS, when the person making the payment in person is given a receipt for that payment; or

- b. if by cheque, when the proceeds of the cheque have been cleared.

Where you pay your Account via an accepted credit card or debit card, you may be charged a Payment Card Surcharge on the amount paid. If a payment is not made successfully, we may debit the Dishonour Fee to your Account unless the unsuccessful payment is our or our Bank's fault.

We may at our discretion accept late or part payments or any payment described as being in full or in part settlement of a dispute. If we do so, we will not lose any of our rights under this agreement. We may allocate any such payment against any money you owe us as we deem necessary.

14. Questions, complaints and disputes

If you have a dispute or wish to make a complaint about the Anonymous Registration of your vehicle or a payment or an amount debited, credited or not credited to your Account, you should contact us.

If you believe that your dispute or complaint has not been properly addressed, you have the right to have the issue reviewed by our Customer Resolutions team who will provide a response with reasons.

If you are still not satisfied with the response, you may take your complaint to the Tolling Customer Ombudsman.

If you believe there is an error (including trips, fees and charges) on your Statement that you have requested from us, we require you to tell us of any errors or discrepancies promptly. You agree that if

you wish to dispute anything in a Statement you must notify us within 90 days of the Statement, after which no claim or dispute can be raised.

Where you dispute your Account Balance, we may (at our discretion):

- credit your Account for all or part of the disputed amount; or
- make other arrangements reasonably necessary to allow for the continued operation of your Account, until the dispute is resolved.

15. Changing this agreement

We may change this agreement (including any amount, fee or deposit) by publishing the changes on our website, the date from which they will apply, and how you may obtain a copy of them.

We may assign this agreement to another entity responsible for levying Tolls on CityLink in the same way.

Changes to this agreement or assignment of this agreement will apply from the date which is the later of:

- (a) 30 days after the date of notification of the changes on our website; or
- (b) the date stated on the copy of changes on our website, except when the changes either reduce fees or charges or are as a result of changes in taxes they will apply as soon as practicable but no later than 30 days after notification of the change on our website.

16. Suspension or cancellation

If Trips are made by vehicles that are suspended or cancelled from the Anonymous Vehicles Register you will not have a valid arrangement to make Trips and you may commit an offence under the Act and receive a Toll Invoice or, if the Toll Invoice remains unpaid, an Infringement Notice.

The Anonymous Registration of your vehicle is suspended or cancelled when we record it as suspended or cancelled on the Anonymous Vehicles Register or remove it from the Anonymous Vehicles Register.

We may suspend or cancel the Anonymous Registration of your Nominated Vehicle if:

- (a) your Account Balance is zero or less or has not been paid within the required time period;
- (b) you do not provide a Security Deposit for each Tag linked to your Account within 5 Business Days of us asking you to pay a Security Deposit;
- (c) we are required to do so by law;
- (d) for any other reason (including breach of this agreement by you) we reasonably consider suspension or cancellation of the Anonymous Registration of your Nominated Vehicle is necessary.

If we have suspended or cancelled the Anonymous Registration of your vehicle, we will send a signal to your Tag to give 4 beeps each time your Tag device passes through a Toll Zone on CityLink. You agree that this is a reasonable method of notice for us to use.

We may also notify you of suspension or cancellation by giving notice in any other way allowed under this contract or the Act.

If you do not re-register your vehicle with us or do not make alternative arrangements to pay Tolls through another service provider and your vehicle is detected on any Eligible Toll Road after its Anonymous Registration has been suspended or cancelled, the driver of that vehicle may commit an offence and you may receive a Toll Invoice or, if the Toll Invoice remains unpaid, an Infringement Notice.

We will only investigate a Toll Invoice or Infringement Notice once you have re-registered your vehicle with us.

You may end this agreement at any time by giving us notice that you want to close your Account.

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If the Anonymous Registration of the Nominated Vehicle linked to your Account is cancelled, then within 10 Business Days of receiving notice of that cancellation, you must:

- (a) return all Tags to us; and
- (b) pay any debit Account Balance and any other amount you owe us.

We will refund any Remaining Account Balance within 10 Business Days after you have met the above requirements.

17. When this agreement ends

This agreement will end 20 Business Days after the Anonymous Registration of your Nominated Vehicle has been cancelled. The ending or cancellation of this agreement for any reason does not affect any rights that either you or we have against each other which arose at or before the end or cancellation of this agreement.

18. Liability

To the maximum extent permitted by law, we are not liable (whether in contract, 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 your use of CityLink or any Eligible Toll Road, your installation, use or removal of the Tag or the Holder, or anything else in connection with this agreement.

This agreement does not affect any rights, liabilities and responsibilities arising at law, unless otherwise provided under this agreement.

Where liability cannot be excluded, any liability incurred by us in relation to the use of CityLink or any Eligible Toll Road, your installation, use or removal of the Tag or the Holder or this agreement is limited to the extent provided for by the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010).

19. General

Ownership of the Tag and licence to use it

You do not own any Tag linked to your Account or provided to you. We will license you to use the Tag linked to your Account in line with this agreement.

You must return the Tag to us within 10 Business Days after we ask you to return it or within 5 Business Days after we ask you to return it if we have suspended the Anonymous Registration of your Nominated Vehicle.

This agreement is the entire agreement

This agreement is the entire agreement about the Anonymous Registration of your Nominated Vehicle, your Account, Tag and the other matters covered by this agreement. The only enforceable obligations and liabilities of you and us about the subject matter are those arising out of the provisions of this agreement or at law.

This agreement replaces all previous representations, communications and agreements on the subject matter.

Notices

Notices may be:

- signalled through your Tag beeps each time your Tag passes through a Toll Zone; or
- given to you in any other way the law allows.

A notice given to you is also taken to be given to the drivers and owners of all vehicles using a Tag linked to your Account and each Nominated Vehicle which is linked to your Account.

Notices to us may be sent or delivered:

- to our address;
- by fax to our fax number; or
- by e-mail to our e-mail address.

Our contact details are on the back page of this agreement.

Notices take effect from the time they are received unless a later time is specified. Notices by Tag beeps are taken to be received when we signal the Tag to beep.

If notices are sent by a fax machine which prints a transmission report showing that the fax was fully sent, they are taken to be received at the time shown in a transmission report which shows that the whole fax was sent. If notices are sent by post, they are taken to be received on the expiration of 3 Business Days after the date of posting. If notices are left at your address, they are taken to be received on the day of delivery if delivered before 4 pm on a Business Day and otherwise on the next Business Day.

If notices are sent by e-mail or SMS, they are taken to be received on the next day after the date of sending.

If any part of this agreement is illegal or unenforceable it will not apply

Any provision of this agreement must be read down to the extent necessary to prevent that provision or this agreement from being invalid, voidable or not enforceable in the circumstances. If a provision of this agreement is still invalid, voidable or not enforceable, the relevant word, words or provision will be deleted, and the rest of this agreement will continue to be fully enforceable.

Interest

You will not earn interest on any credit Account Balance or amount you pay us under this agreement.

Waiving breaches of this agreement

Unless otherwise expressly provided by this agreement, a party does not waive a right, power or discretion just because it:

- fails to exercise it;
- only exercises part of it; or
- delays in exercising it.

A waiver of one breach of a provision of this agreement does not operate as a waiver of another breach of the same provision or any other provision. A right of our created under this agreement may only be waived in writing signed by us.

Representations and warranties

You represent and warrant to us that:

- you have the power, authority and capacity to enter into this agreement; and
- the owners and users of all vehicles linked to your Account have consented to the linking of those vehicles to your Account and for you to be provided with information regarding their use of those vehicles.

Consent to use and disclose information

You consent to us using or disclosing any information (including personal information) you provide to us if the information is used or disclosed for the purposes contemplated by this agreement (including the exercise of any rights or the performance of any obligations under this agreement) or as detailed in our Privacy Policy.

You consent to any information (including any personal information) about your Account and any information you provide to us, being disclosed by us to credit reporting bodies or to debt collection agencies where you are in payment default. Our Credit Reporting Policy is available on our website.

We may use your personal information to research and develop new products and services, and conduct business planning.

You consent to us disclosing any information otherwise required by law (legislation or court order).

You consent to us disclosing to Eligible Toll Road operators and VicRoads any information (including personal information) that is required for toll enforcement or collection.

If you provide us with your email address or mobile phone number, you consent to us using those contact details to send you traffic updates and other notices relevant to your use of CityLink and any other Eligible Toll Roads. You can ask not to receive such communications at any time.

Privacy Policy

We will give you a copy of our Privacy Policy when you ask for a copy. Our Privacy Policy is available from our website.

Recovery of costs

You must pay us an amount equal to any costs (including legal costs) incurred by us in recovering a debt from you.

20. Interpretation

In this agreement unless the contrary intention appears:

- a reference to this agreement includes any variation to it;
- the singular includes the plural and the plural includes the singular;
- a reference to a person includes a firm, a body corporate, an unincorporated association or an authority;
- an obligation imposed on 2 or more parties binds them jointly and severally;
- a reference to a time or date is a reference to that time or date in Melbourne;
- a provision of this agreement must not be interpreted against us just because we prepared the agreement;
- a reference to any legislation or subordinate legislation includes any modifications or changes;
- headings in this agreement have been inserted for convenience and do not affect the interpretation of this agreement; and
- this agreement and the transactions contemplated by this agreement are governed by Victorian law.

21. Definitions

Term	Definition
Account	Your Linkt account including any Tags and Nominated Vehicles linked to the account.
Act	The <i>Melbourne City Link Act 1995 (Vic)</i> as substituted, amended or varied from time to time.
Account Balance	The total of all of the payments (and other amounts) which have been credited to your Account less any toll, fee, tax, charge or other amount which is debited to your Account.
Anonymous Vehicles Register	The register of Partial Registration Numbers linked to anonymous (Partial Registration Number) Linkt accounts, established and maintained by us.
Anonymous Registration	The registration by us of your Partial Registration Number on the Anonymous Vehicles Register.
Bank	Any bank or financial institution including a credit card provider, authorised to carry on banking or financial business within Australia.
Business Day	Any day which is not a Saturday, Sunday or public holiday in Melbourne.
CityLink	The Link road and Extension road as defined in the <i>Melbourne City Link Act 1995 (Vic)</i> and any part of those roads.
Class	A Motorcycle, Car, Light Commercial Vehicle or Heavy Commercial Vehicle as defined in the Toll Calculation Schedule.
Concession Deed	Has the meaning given to 'the Agreement' in the Act.
Credit Reporting Policy	The Credit Reporting Policy available from our website.
Eligible Toll Road	CityLink and those Australian roads, bridges, tunnels or locations on which a toll is levied for the passage of vehicles and for which you can use your Account to pay that toll. For further details, please refer to our website.
Holder	The device which will be attached to the windscreen to hold your Tag.
Infringement Notice	A fine or other financial impost issued by an enforcement agency of the relevant State government to the registered owner or nominated driver of a vehicle. Infringement Notices may be issued when full payment of a Toll Invoice has not been received by the relevant due date.
Linkt Register	The register of vehicles established and maintained by us under section 73A of the Act.
Linkt Registration	The registration by us of your vehicle on the Linkt Register.
Manual Payment	A payment received by us by way of cash, a manual debit or credit card or EFTPOS transaction, a bank cheque or a personal cheque.

Term	Definition
Nominated Vehicle	A vehicle which you have asked us to link to your Account and which is registered on the Linkt Register.
Number Plate	The physical plate which contains the vehicle's Registration Number.
Partial Registration Number	A minimum of 4 of the letters or numbers which make up the Registration Number of a vehicle (and the position of each of these letters or numbers within the Registration Number). A reference to your Partial Registration Number means the Partial Registration Number you tell us.
Privacy Policy	The Privacy Policy available from our website.
Registration Number	The combination of numbers, letters, or numbers and letters on the Number Plate of your Nominated Vehicle, as assigned to that vehicle by the relevant registration authority (e.g. VicRoads).
Remaining Account Balance	The total of any: <ul style="list-style-type: none"> • credit Account Balance; • Security Deposit; and • any other amounts which are treated like a Security Deposit, you have left after all outstanding fees, taxes, tolls, toll credits, charges and any other amounts you owe us are deducted. Toll credits cannot be redeemed for cash.
Start Date	<p>If your Account was opened before 3 January 2000, the Start Date is the earlier of:</p> <ul style="list-style-type: none"> • the first date (on or after 3 January 2000) that you use a Toll Zone; and • 28 December 2000, for all Tags which are linked to your Account before that date. <p>If your Account is opened on or after 3 January 2000, the Start Date is the date on which your Account is opened for all Tags which are linked to your Account when it is opened.</p> <p>The Start Date for any other Tag is the date on which that Tag is linked to your Account.</p>
Tag	The transponder device licensed to you for the duration of this agreement.

Term	Definition
Tag Year	<p>For each Tag, a consecutive 12 month period from:</p> <ul style="list-style-type: none"> • the Start Date; or • the anniversary of the Start Date. <p>Where a Tag is replaced, a Tag Year is calculated by reference to the original Tag unless the replacement Tag is part of a general release of “new generation” Tags.</p> <p>However, without changing the beginning of a Tag Year, a Tag Year for any Tag will end on the earliest of:</p> <ul style="list-style-type: none"> • the date that Tag is returned to us without being replaced; • the date you tell us that the Tag has been lost or destroyed and you do not want to replace it; • the date that Tag is replaced as part of a general release • of “new generation” (e.g. of an improved technology) Tags; and • the date when the Linkt Registration of all vehicles linked to your Account is cancelled.
Toll Administration Fee	<p>A toll administration fee calculated in accordance with the Act or, in relation to an Eligible Toll Road other than CityLink, such equivalent legislation that applies in relation to that Eligible Toll Road.</p> <p>This fee may be payable if you receive a Toll Invoice.</p>
Toll Calculation Schedule	<p>Has the meaning given to that term in the Concession Deed.</p>
Toll Invoice	<p>A request for payment issued to the registered owner or nominated driver of a vehicle for travel on CityLink or another Eligible Toll Road. Toll Invoices are issued by CityLink or another Eligible Toll Road operator and may include Tolls and Toll Administration Fees.</p>
Toll Zone	<p>A part of CityLink specified to be a toll zone under the Act.</p>
Tolling Customer Ombudsman	<p>The ombudsman for the tolling industry and the contact details can be obtained from our website.</p>
Tolls	<p>Tolls are the amount payable for travel on CityLink and other Eligible Toll Roads.</p> <p>CityLink Tolls are set in accordance with the Toll Calculation Schedule and may be updated quarterly. The full details appear in the Victoria Government Gazette (gazette.vic.gov.au). Tolls on CityLink vary depending on the Class of the Nominated Vehicle. It is your responsibility to ensure that each of your Nominated Vehicles is registered in the correct Class at all times.</p> <p>Current Toll prices for other Eligible Toll Roads are available from the</p>
Trip	<p>The driving of a vehicle in one direction in one or more Toll Zones uninterrupted by exit and subsequent re-entry of CityLink other than travel directly between the Southern Link and the Western Link. For other Eligible Toll Roads, a Trip will be defined by each respective Eligible Toll Road</p>

Term	Definition
Trip Cap	The maximum tolls which will be debited to your Account for each Trip. The amount is determined by us in line with the Act or, if applicable, by an operator of another Eligible Toll Road in respect of Trips on that Eligible Toll
You/your	You, the customer, who has opened the Account with us and your properly authorised agents.
We, our or us	CityLink Melbourne Limited (formerly Transurban City Link Limited) ABN 65 070 810 678, including the successors, contractors, assignees, employees, agents and nominees of CityLink Melbourne Limited.

Amounts, Fees and Charges (inclusive of GST where applicable)

Name	Description	Amount, Fee or Charge
Agreed Replenishment Amount	This is the amount that you should pay us by Manual Payment, after your Account Balance falls below the Top Up Trigger as explained in clause 13.	Either: (a) the greater of: <ul style="list-style-type: none"> • \$25.00; and • the difference between your Account Balance and • \$25.00; or (b) any larger amount selected by you and agreed by us.
Dishonour Fee	This is the amount that is debited to your Account if your payment is not successfully made, unless the unsuccessful payment is our or our Bank's fault.	The charge imposed on us by our Bank as a result of your unsuccessful payment.
Tag Non- Return Fee	This is the amount that you must pay us if your Tag is lost, damaged or not returned to us under this agreement.	\$15.00 per Tag device not returned.
Low Account Balance	If you have a Pre-Pay Account, and your Account Balance falls below this amount, we may send you a letter to remind you to top up your Account.	The balance at which we believe that you should be reminded to top up your Account.
No Tag in Vehicle Fee	This is the amount that we may charge if your Nominated Vehicle is detected in a Toll Zone without a Tag being detected, unless we are responsible for the failure to detect your Tag.	\$0.55 per Trip.

Name	Description	Amount, Fee or Charge
One-off Detailed Statement Fee	You pay this fee to get a one-off detailed statement.	\$3.30 for each time you request a one-off detailed statement.
Opening Amount	This is the amount which you pay us to open your Account.	\$25 credit per account
Payment Card Surcharge	This is the amount that we may add to a payment to your Account, when you make a payment by an accepted credit card or debit card.	If you make a payment by an accepted credit card or debit card we are charged a merchant service fee by our financial institution. The current Payment Card Surcharge rates are available when you visit www.linkt.com.au
Security Deposit	We require you to pay this deposit as security to open your Account.	\$100.00 per Tag device linked or proposed to be linked to your Account.
Top Up Trigger	This is the Account Balance at which a top up payment should be made.	The Top Up Trigger is set at an Account balance of \$25. When your Account Balance falls to this amount, you will hear one beep, followed by two short beeps, and you should top up your Account by paying, as a minimum, the Agreed Replenishment Amount.

linkt.com.au

Phone: 13 33 31

For operating hours please visit our website

TTY service

Phone: 13 36 77 and ask for Linkt

relayservice.gov.au

Interpreter Service

Phone: 13 14 50