



Effective from 14th October 2024

Terms and Conditions for Using Tolls on FleetCard

These terms and conditions (**Terms**) refer to the FleetCard toll services, which apply when you add this service to your existing FleetCard. These Terms should be read in conjunction with our Standard FleetCard Terms and Conditions [<https://www.fleetcard.com.au/terms-conditions/>] and Privacy Policy [<https://www.fleetcard.com.au/privacy-policy/>]. Where there is an inconsistency between these Terms and our Standard Terms and Conditions, these Terms will prevail to the extent that they apply to FleetCard toll services. FleetCard services are provided by our Business Fuel Cards [<https://www.bfcards.com.au/>]

These Terms may change and whilst we will endeavor to provide you with 20 Business Days's notice of any material changes, it is important that you check these terms regularly.

Acceptance of Terms: By using the toll payment feature on your FleetCard, you agree to be bound by these Terms. If you do not agree, then you must stop using the FleetCard Tolls Services immediately. For more information, contact us on [customer@bfcards.com.au]

FleetCard Toll Services: Our FleetCard Toll Services (**Services**) allow you to use your FleetCard for toll road payments, which will be added to the invoice we send you. The Service is available to all vehicles that are linked to your FleetCard, but it's important for you to note that:

- Video tolling will apply to your use of the Services. This means that your vehicle license plate number will be captured and verified through a third-party video matching system. We use that information to match your license plate against the FleetCard registered to that license plate number;
- Only those FleetCards that are connected and registered to a vehicle with the matching license plate number, will be eligible to use this Service; and
- You must ensure that there are no other E-tags within the vehicle(s) because this will interfere and FleetCard will not be able to pay for Tolls.

When you advise us that you wish to add Toll Services onto your FleetCard, we will activate your FleetCard account for Toll Services within 2-3 business days after your request. We will send you an email confirmation once your account is activated for Toll Services. All toll fees will appear on your invoice and must be paid in full by the due date.

Eligibility: to use this Service, you must:

- be a FleetCard customer
- hold an active FleetCard account; and
- ensure that your FleetCard is registered to a specific vehicle.

Registration to receive the Services will only take effect when you have advised us that you wish to add the Services to your FleetCard.

We may need to contact you using the contact details you have provided to us about the Services or events which may affect your use of the Services, however, it is your responsibility to ensure that your details are accurate and correct and up to date. (For more information about how we use your information, please refer to our Privacy Policy).

We will not accept any liability for any loss or damage you experience where you have failed to keep us informed of any changes to your account or where you fail to pay your invoice on time. Please refer to our Standard Terms and Conditions.

Fees and Charges

We will charge the Services to your monthly, fortnightly or weekly invoice. We will charge you the toll charges as they are set out for each toll road (**Toll Charges**), and we will charge you our Toll Services Fee (**Toll Fees**) as provided in the charges schedule. We will add the Toll Fee and Toll Charges onto your invoice which must be paid in full, in addition to any and all other fees and charges you have incurred on your FleetCard. The Toll Charges and Toll Fees will be added to your account each time a registered vehicle is detected in a toll zone or toll road.

We reserve the right to correct the Toll Charges and Toll Fees. This may include:

- Where the Toll Charges or other levies that are beyond our control, have increased;
- Where you have provided us with incorrect information about the class of your vehicle(s) registered on your FleetCard; or
- Where we provide you with 20 Business Days' notice that we are changing our Toll Fees.

Deactivation and Changes to Your FleetCard

It is your responsibility to let us know if you wish to add or remove a vehicle from your FleetCard for the Toll Services, and we cannot accept any liability where you have not informed us of any changes and suffer any loss or damage as a result.

We reserve the right to immediately stop providing our Toll Services or cancel or suspend your account. Unless required otherwise by law, we will make reasonable attempts prior to cancellation or suspension to contact you via the contact details you

have provided to us, and where possible we will aim to provide you with 3 Business Days' notice.

Depending on the circumstances, we may allow you to re-register for our Toll Services. If you have not reregistered, then you will not be able to use our Toll Services and will need to make alternative arrangements to pay for your Toll Charges.

Your right to Cancel Tolls Services

You may cancel the Toll Services at any time and by giving us 2 Business Days' notice that you no longer wish to receive our Toll Services. Send an email to customer@bfcards.com.au with your name, contact details, and account number, or you can cancel by logging a query at <https://help.bfcards.com.au/get-help/>. We will send you an email confirmation that the Toll Services have been cancelled.

Information we collect and how we use it.

Whilst our services are for business customers only, any information that we collect which could be personal information will only be collected and used for the purpose of providing you with our Toll Services. This includes operating our Toll Services, calculating Tolls Fees and Toll Charges, and managing your FleetCard account to improve our products and services (including conducting surveys about your recent experiences). We may need to share your information with other service providers and partners who we work with in connection with our business and you can read our Privacy Policy. It is important to remember that these Terms only apply to the Toll Services, and our Standard terms and conditions and our privacy policy will apply.

It's also important for you to understand that in agreeing to these Terms, you permit us to contact you by email, SMS or other means to let you know about our other products and services, special offers, and rewards that we or our business partners think might be of interest to you. You can opt-out or unsubscribe from receiving these types of promotional communications by clicking on Unsubscribe or opt out links on emails and SMS. However, unsubscribing will not stop other operational and service-related communications from us such as your account information or notifications related to your FleetCard product and services.

Our 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 our Toll Services. This does not affect any rights, liabilities or responsibilities arising under the law.

Entire Agreement

These Terms are the entire agreement for the provision of our Toll Services, and these Terms should be read in conjunction with our Standards Terms and Conditions and our Privacy Policy.

If any part of these Terms or a provision within these Terms are illegal or unenforceable, then these should be read down to the extent necessary to prevent these Terms or the provision from being invalid, voidable, or not enforceable in the circumstances. If a provision is still invalid, voidable, or not enforceable, then that provision will be deleted but the rest of these Terms will continue to be fully enforceable.

Representations and warranties

Pursuant to our Standard terms and conditions, you represent and warrant us that you have the power, authority, and capacity to enter into these Terms and that you are the owner/user of the vehicle(s) linked to your FleetCard account. Further, you have the authority to consent on both your behalf and anyone else using the FleetCard account to us linking the Toll Services to the FleetCard(s) and for you to provide us with additional information as required to provide the Toll Service, which may include you receiving any information regarding the use of the registered vehicles on the FleetCard. Further, you have provided us with accurate and current information.

Other Terms and Conditions

In all other respects, our Standard Terms and Conditions will apply to your use of the Tolls Services. These Terms are intended to be an add-on to our Standard Terms and Conditions available at [<https://www.fleetcard.com.au/terms-conditions-file/>]. Our Privacy Policy Applies to these Terms available at [<https://www.fleetcard.com.au/privacy-policy/>].