6. LOST, STOLEN OR MALFUNCTIONING TAGS
(a) If the Tag is lost or stolen, you must immediately inform RMS of the following occurred:
(i) The Tag is lost or stolen. 
(ii) You know the Tag’s serial number and the last known date the Tag was used.
(iii) The serial number of a replacement Tag is not the same as the personal or business identification number recorded in the registration database for such Tag.
(b) If you inform RMS that the Tag is malfunctioning or is in any way defaced, damaged, or destroyed, you must immediately inform RMS of the Tag, and you will be charged a Dishonour Fee by RMS and you (or, if relevant, the employees or agents; or
(c) If the Tag or the Vehicle is stolen and you have immediately informed Rental Co, you will not be liable for Tolls and Fees incurred by that Tag or Vehicle from the time that you have informed Rental Co.
7. GST
(a) Unless otherwise indicated, all Tolls and Fees are inclusive of GST. 
(b) If GST is stated to be not inclusive, you are liable for any GST payable.
8. GENERAL
(a) As far as permitted by law, RMS governs these RMS Terms and Conditions. 
(b) Unless otherwise agreed, if you, an Authorised Driver or Authorised Representative need to notify RMS of any matters or make a request in relation to your E-Toll Facility, that request will be made in writing, email, or facsimile. All notice details are contained on www.myetoll.com.au or you may call 131 865. Notification is effective only upon RMS’ receipt of written notice.

DEFINITIONS
(a) RMS Terms and Conditions which comprise:
(b) if Y ou will be charged a Dishonour Fee by RMS and Y ou (or, if relevant, the employees or agents; or
(c) RMS, Rental Co and each
(d) “Tolls and Fees” means each of the fees and costs (and any taxes applicable to these fees and costs) payable in respect of each Trip taken using Y our E-Toll Facility (part of which is paid by RMS to Rental Co); 
(e) “Clearing House” means any individual, including any Authorised Driver, Authorised Representative, and Intended Recipient.
(f) “Authorised Driver” means the following parties both within and outside NSW: (i) Credit Reporting Agencies; (ii) Associated Contractors; (iii) Tag Issuers or Pass Issuers; (iv) any operator of a toll road; and (v) any Tag Issuer, Pass Issuer, or other person acting on your behalf or on behalf of any Tag Issuer or Pass Issuer.
(g) “E-Toll System” means the entire system relating to electronic tolling operated by RMS, any operator of a toll road or any Tag Issuer or Pass Issuer.
(h) “Pass Issuer” means a toll road operator that uses the E-Toll System, or any person that does not operate a toll road, issues passes or other electronic or video tolling products for the purposes of the E-Toll System.
(i) “Processing Fee” means in relation to a Transaction Summary delivered by:

PAYMENT METHODS AND AUTHORITY
(a) RMS has agreed to accept the following amounts to RMS in connection with the use of Y our E-Toll Facility:

ERRORS IN CHARGING TOLLS AND FEES
(a) RMS may, at its discretion, charge you, with or pays to, an amount in connection with your E-Toll Facility RMS may recover that amount from you that provided that RMS has given you 10 days prior written notice of its intention to do so.
(b) RMS will, within a reasonable time, any refund due to you in connection with your E-Toll Facility by such method as RMS may reasonably choose.

E-TOLL FACILITY TRANSACTION SUMMARY
(a) You may view a Transaction Summary without charge at any time by logging on to www.myetoll.com.au
(b) The RMS Privacy Consent and Agreement contains consents and promises from you in relation to E-Toll Information collected from you and from third parties to enable RMS and others to use, and disclose it for Permitted Purposes. You are not required by law to provide E-Toll Information to RMS. If you do not, RMS will not be able to provide the E-Toll Facility to You. Your Personal Information will be held by RMS at all times and will be stored securely. RMS may collect, use and disclose your personal information for the Permitted Purposes on the basis that RMS is not required to ensure that any overseas recipient complies with the Privacy Laws.

GOVERNANCE
(a) RMS is required to comply with Privacy Laws and other road transport, driver licensing and vehicle registration legislation when dealing with any Personal Information, including E-Toll Information.
(b) RMS Privacy Consent and Agreement
(c) RMS, Rental Co and each
3. ROAD FACILITY AND SERVICES
(a) RMS has agreed to provide you the E-Toll Facility,
(b) RMS Terms and Conditions which comprise:
(c) the RMS Privacy Consent and Agreement.

RECEIVED BY RMS WILL NOT BE PROVIDED TO THE E-TOLL FACILITY TO YOU. YOUR PERSONAL INFORMATION WILL BE HELD BY RMS AT ALL TIMES AND WILL BE STORED SECURELY. RMS MAY COLLECT, USE AND DISCLOSE YOUR PERSONAL INFORMATION FOR THE PERMITTED PURPOSES ON THE BASIS THAT RMS IS NOT REQUIRED TO ENSURE THAT ANY OVERSEAS RECIPIENT COMPLIES WITH THE PRIVACY LAWS.