

# Branded Financial Services

## Privacy Disclosure Statement and Consent

Branded Financial Services Pty Limited ABN 27 004 013 334 ACL 392188 of 862-874 Elizabeth Street, Waterloo NSW 2017 Australia Telephone: 1300549166 Facsimile: 8577 8199 and Branded Financial Services (NZ) Limited 4368618 of 40 Paisley Place, Mount Wellington, Auckland 1060, New Zealand Telephone: 0800399299, together “we, “our” “us”.

### Overview

When you sign below, you agree we can, consistent with privacy and credit reporting laws in Australia and New Zealand, collect, hold, use and disclose credit, commercial and personal information (including credit default information, ongoing credit account information and repayment history information (including whether payments are made on time) and identification information) (**Information**) about you for the purposes listed in this Privacy Disclosure Statement and Consent.

If you do not provide the Information sought for the below purposes we may be unable to process your application, or the application of an applicable organisation, or we may be unable to continue providing any credit facility or other products and services to you or any applicable organisation.

You acknowledge that while we will do our best to ensure your Information is accurate, it is your responsibility to inform us of any changes to your Information.

You may access and correct any Information we hold about you. If you would like to access or correct your Information, please contact us in writing at 862-874 Elizabeth Street, Waterloo NSW 2017 Australia or 40 Paisley Place, Mount Wellington, Auckland 1060, New Zealand (as applicable).

### Purposes

You agree that we may collect, hold, use and disclose your Information for the following purposes:

- To assess your application and/or to assess the application of any organisation of which you are a director, shareholder, trustee, beneficiary, settlor or partner (**applicable organisation**), for a loan, lease or other credit facility from us.
- To assess whether to accept you as a guarantor or other security provider.
- To confirm and verify your or any applicable organisation's identity including electronically matching your Information with identification information on third party databases.
- To source any required insurances or to confirm valid insurance is in place on any vehicle the subject of an application.
- To make credit decisions about you or any applicable organisation, including reviewing, managing and better servicing the facilities and accounts we provide to you or any applicable organisation.
- To assist you to manage your debts, the debts of any applicable organisation, or to collect or recover any amounts you, or any applicable organisation owe us or any of our associated entities.
- To provide you or any applicable organisation with information about any credit facility, or any other products or services we, or any of our associated entities or any other organisations with which we do business, can provide to you or any applicable organisation, or for other marketing purposes, unless you tell us not to (delete and initial this bullet

point if you do not wish to provide this authorisation).

- To carry out customer surveys and conduct market research.
- To respond to your enquiries or to address complaints or claims received from you.
- To utilise services provided by other third parties (including credit reporters) in connection with the assessment of any application or the provision of any facility or other products and services provided by us.
- To monitor and screen any facility you or any applicable organisation has with us for anti-money laundering and countering financing of terrorism purposes, and for the purposes of detecting crime, fraud or dishonest activities.
- To comply with any laws in Australia, New Zealand and any other country including any obligations under any anti-money laundering and countering financing of terrorism laws.

### Collection and Disclosure

You also agree that your Information may for the purposes listed above (**Purposes**) be collected from and disclosed to:

- Any third party that provides services to, or on behalf of us (including accountants, lawyers, debt collectors, funders and other financial institutions), including information about your identity, any credit account information, your repayment history (including whether payments are made on time), and your ongoing financial position and income status.
- Obtain information from, or provide personal information to, the Ministry of Justice to find out whether you have any outstanding fines.
- Obtain and access your driver licence record using NZTA's Driver Check service both now and in the future including receiving notifications from Driver Check if information about your driver licence changes.
- A guarantor or security provider, or prospective guarantor or security provider.
- Other organisations that provide services to, or on behalf of, us, such as contractors, agents, printers, mail houses, lawyers, insurers, document custodians, securitisers, computer systems providers and data service and hosting providers including those utilising cloud technology, including overseas service providers, so they can perform those services for us, or give you information about the products and services they offer.
- The police and other law enforcement agencies and certain governmental agencies where we believe collection or disclosure is either required by law, or disclosure will assist with the investigation, detection or prevention of money laundering or other criminal offences, or the information suggests possible fraudulent or dishonest activity.
- Your motor vehicle dealer or other third party regarding your updated contact details, if we cannot contact you.
- Any organisation that may wish to acquire, or has acquired, an interest in our business, or any rights under any loan, lease, other facility we have provided to you or any applicable

organisation, or any guarantee or other security you or any applicable organisation have given us.

- Any of your authorised signatories or any other party authorised by you.
- Any of our associated entities, related companies, affiliates or subsidiaries and any motor vehicle dealer from whom you may acquire or enter into other products in relation to the facilities and products we offer.

**Credit Reporting/Sharing:**

You authorise us to (as we consider appropriate):

- Notify a credit reporting agency that you as an individual have applied for credit with us, the amount of the credit required, and that we are your current credit provider.
- Collect and disclose your Information, including your credit account information, repayment history information (including whether payments are made on time) and identification information, to a credit reporting agency or debt collector, or to any lender named in your credit report or in your application.
- You agree Information disclosed by us to credit reporters may be listed on their systems, used by them to provide their credit reporting services, and supplied to their customers who use their services to make credit decisions about you or any applicable organisation. You authorise those parties to hold and disclose such information for the purposes set out in this clause.
- Obtain a credit report or other information about you as a prospective guarantor or security provider, to assess whether to accept you as a guarantor or security provider.
- Notify a credit reporting agency that in our opinion, you have committed a serious credit infringement (e.g. acted fraudulently, defaulted under a consumer or commercial facility, guarantee or security or otherwise shown an intention

not to comply with your obligations to us).

You understand that the provision of your driver licence number for disclosure to a credit reporter is voluntary.

If the applicant, guarantor or security provider is an organisation of which you are a director, shareholder, trustee, beneficiary, settlor or partner, you consent to us collecting, using and disclosing your Information, in addition to the information of the applicable organisation, in each of the ways listed above, whether or not you are to guarantee the obligations of that organisation.

You acknowledge that we will keep Information about you during the period all loans, leases and other financial accommodation is being provided to you or the applicable organisation, or while you are a guarantor or security provider, and for as long as we are required to do so under any law after you or the applicable organisation have repaid all amounts you owe us or any associated entity, or which is secured by a guarantee or security you have given us, or the release of that applicable guarantee or security.

You consent to the collection, holding, use and disclosure of Information for the above Purposes by electronic means (for example, email) including providing you or any applicable organisation with information about any facility, or any other products or services that either we, or any other organisations with which we do business, can provide to you or any applicable organisation, or for other marketing purposes, unless you tell us not to in writing.

You declare that:

- You are over the age of eighteen years and that you are not an undischarged bankrupt; and
- All information provided to us, whether in any application or otherwise, is true and correct in every particular.

**Executed by:**

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Personally/Director/Trustee/Partner

Date \_\_\_\_\_

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Guarantor

Date \_\_\_\_\_

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Personally/Director/Trustee/Partner

Date \_\_\_\_\_

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Guarantor

Date \_\_\_\_\_