

Privacy Act

Applicable to all individual finance customers who are applying for credit with MiFin Pty Ltd (hereinafter called "The Business").

By signing or accepting this form, the applicant gives the following acknowledgements and consents:-

Acknowledgement that the business may disclose personal information about me to a credit reporting agency, MiFin debt collection agent, my employers, my nominated references, my Landlord or Landlord's Agent, or anyone MiFin may nominate at any time after making an application with the business. This information may include, but is not limited to:-

- My full name including any alias or previous names;
- My full address, including a maximum of 3 addresses. This will include my current residential address and may include 2 immediate preceding addresses where applicable;
- My sex
- My date of birth
- My driver licence number
- The name of my current or last known employer
- The amount of credit applied for with the business
- The fact that the business is a current provider to me
- Contact any Court in Australia
- Any information you provide me as part of your application

(Identity particulars are as permitted by the Privacy Commission's determination issued under Section 18E(3) of the Privacy Act 1988)

This information is collected and utilised in accordance with the Privacy Act 1988, and is used for the purpose of assessing the risk of providing credit to you, managing that credit facility to you, and in the collection of outstanding monies from you (s60 Trade practices Act),

In particular (but without limitation) subject to the Privacy Act 1988 we may:-

- Obtain an Individual and Commercial Credit Report about you from such credit reporting agency to assess your application for credit
- Exchange personal information about you with any credit provider, named by you or which is contained in any credit report issued by a credit reporting agency
- Gather permitted information about any defaults committed by you
- Disclose details of any credit infringements with the business
- Contact any personal references given by you to the business
- Default your credit file if your account is 60 days or more in arrears and more than \$100 in value

If you provide personal information to us about any other individuals, you will ensure that the individual is made aware that we have that information, our intended uses and disclosure of it, their rights of access to it and our contact details.

I agree to advise the business if there are any changes to personal information or credit information that is held by the business while the credit contract is in force. I agree that no claim will be made against the business where such information is found to be incomplete, outdated or inaccurate due to my negligence in so advising the business.

Every acknowledgement will remain in force until such time that the credit contract is paid in full and until such time that my liability owing to the business is discharged.

Subject to some exceptions, you have a right to access personal information which we hold about you. You can arrange such access with a duly authorised officer of the business in writing to PO Box 40, Goodna QLD 4300.

YOUR PRIVACY AND THE PROVISION OF CREDIT ONLINE

There are **4 SECTIONS** included in this form.

By continuing to the next section in this "Your Privacy and the Provision of Credit Online" form you will be indicating that you have carefully read and understood each section separately. You are indicating that you have given willing, informed, direct and not implied consent to the contents of each section. We invite you to give your consent to all four sections, but we emphasise, **you have the right to refuse to consent to any one or more of the various sections.**

Please read each Section carefully.

SECTION 1

PRIVACY CONSENT AGREEMENT

By consenting to this section you consent to MiFin and other entities, as listed below, collecting, holding, using and disclosing personal identification and credit information about you. If you do not provide us with this consent we will be unable to provide you with a loan. For more detail, read the company's Credit Information (Privacy) Management Policy available on this website which can be downloaded and printed. This policy contains **detailed** information concerning the company's management and use of your information.

The Commonwealth Privacy Act 1988, as amended, the Commonwealth Privacy Regulations 2013, and the Credit Reporting Privacy Code 2014 empower and regulate MiFin in accordance with the following.

Use of your Information - Australian Privacy Principle 6

In accordance with Sections 21G, 21H, 21J and 21 M of the Privacy Act, MiFin collects and holds your personal identification and credit information only for the following purposes:

- to verify your identity and other information provided;
- to assess any application you make for funds;
- to assess your financial circumstances;
- to help us process your application for funds in an efficient manner;
- to avoid the chance you may default on your payment obligations;
- to notify you of a default;
- to notify other credit providers of a default;
- to facilitate the collection of overdue payments; and
- to efficiently manage and administer the loans and any services we provide to you.

This information can include any information about your credit worthiness, credit standing, credit history, or credit capacity that you, other credit providers and credit reporting bodies and their authorised agents are allowed to provide to MiFin under the Privacy Act and/or Credit Reporting Privacy Code. It may also include information provided by referees, relatives, real estate agents and employers listed on your loan application.

By agreeing to this Section, you authorise MiFin to contact your bank, real estate agent, landlord, payroll officer and employer (past and present), plus referees and third parties listed in the credit application/assessment form, to provide any and all permitted relevant information they may have regarding you, including tenancy or employment history and bank account and other financial details.

MiFin may ask you for documents, including one or more of the following:

- 90 days of bank statements, to date of application;
- driver licence;
- Centrelink income statements;
- employment payslips;
- bills and invoices, showing current address and payment information;
- bank cards;
- passport;
- birth certificate;
- proof of age cards;

and the like.

This information is only accessed, as required, by MiFin's employees, representatives, professional advisers, contractors and other service providers, to facilitate the above purposes. MiFin will not sell, rent or trade your personal information.

MiFin reasonably assumes that any referral to third parties that you may nominate, in order that MiFin may obtain or verify your personal and other information, will have been with the agreement and knowledge of the third parties involved and that you will have made them aware of the purposes and use of such information, prior to MiFin contacting them.

Information disclosure to a credit reporting body

In accordance with Section 21D of the Privacy Act, MiFin has chosen to continue with the lawful negative credit reporting (privacy) regime. By consenting to this section, you specifically agree that the company may provide information to Veda and Experian, credit reporting bodies. This disclosure will be for the following purposes only:

- to obtain identity verification information;
- to obtain a consumer credit report about you, and/or
- to allow the credit reporting body to create or maintain a credit information file, containing information about you.

Your identity verification

MiFin may verify your identity by attempting to match information you have provided with that held by a verification company and/or a credit reporting body. This task may involve the disclosure of your name, date of birth and address etc, to verify whether or not the personal identity information you have provided to MiFin matches information held by that third party.

If we are unable to verify your identity by the above means, the company will inform you, so that you might contact the verification company or credit reporting body to update your information they hold, or you may ask MiFin to attempt to verify your identity by alternate means.

Information disclosed to one or more credit reporting bodies

The information disclosed to the credit reporting body is limited to (if applicable):

- identity particulars - your name, sex, address (and previous two addresses), date of birth, name of employer and driver's licence number;
- your application for funds - the fact that you have applied for funds and the amount;
- the fact that MiFin is a current credit provider to you;
- the fact that your loan has incurred overdue account status;

- the fact that your loan has incurred default status; and
- information that, in the reasonable opinion of MiFin, you have committed a serious credit infringement (i.e. you have been fraudulent, or indicated an unwillingness to repay your loan).

Information disclosure to other entities

Under Part 111A of the Privacy Act, MiFin may disclose your personal information to:

- other credit providers;
- our external service providers and their agents who provide business services to us, on a confidential basis, only for the purpose of our business;
- the Credit Ombudsman Service Ltd, to which a complaint relating to a particular service we provide to you can be referred. Telephone 02 9273 8400, or info@cosl.com.au; and
- any court or tribunal as may be required by law.

MiFin may provide limited permitted information to real estate agents, employers, referees and other third party entities that you may have listed in the application/assessment form associated with your application for a loan, for identity and/or credit information verification purposes.

The names and contact details of the other credit providers with whom we have shared information, if any, will be provided on request, as they vary from time to time and for the particular consumer.

Period to which this understanding applies

The information may be collected or disclosed before, during, or after the term of the provision of funds.

Information disclosure in the event of a default of your payment obligations

In the event of the creation of an overdue account and/or default of the payment conditions entered into with MiFin, any information you have provided may be made available to personnel employed by solicitors and/or debt collection agencies authorised by MiFin to assist in the process of recovery of the funds advanced, plus all associated fees and charges (if any) and all relevant legal and reasonable administrative costs incurred.

Access to your personal information

You may access your personal identification and credit information and request changes where relevant. You can apply to MiFin to obtain access to your personal information by contacting the Privacy Compliance Manager by email at info@MiFinance.com.au, fax 07 38180644. PO Box 40, Goodna, QLD 4300.

You can also apply to access the personal information Veda holds about you. They may be contacted on telephone no. 1300 762 207, or through www.mycreditfile.com.au.

Concerns and complaints

If you have any privacy management concerns during the application process and/or loan term, please contact MiFin's Privacy Compliance Manager. You also have a right to ask the relevant credit reporting body not to use your information for pre-screening credit offers and/or not to use your information, if you believe that you have been a victim of fraud.

Commercial credit Information

In order to assess an application for commercial funds, MiFin may obtain a report containing information about your commercial credit activities and/or credit worthiness from a credit reporting body. To the extent

that any of this information could be regarded as personal, the provisions outlined in this section, in regard to personal information, apply.

DECLARATION BY CONSUMER I/we hereby declare that I/we have read the above and note and accept the rights of MiFin concerning the collection and use of my/our personal identification and credit information.

SECTION 2

Information Disclosure and Communications Under the SPAM Act 2003

You are informed that Section 16 of the Spam Act provides that MiFin cannot communicate with you via a “commercial electronic message” (email, fax, SMS) without your consent. As you would expect, for speed and convenience, where possible and with your permission, MiFin would prefer to communicate with you using such electronic means.

Without your permission, written communications will have to be conveyed by Australia Post.

DECLARATION BY CONSUMER I/we hereby declare that I/we have read, understood and noted the above and hereby provide my/our express and informed consent for MiFin to communicate with me/us electronically, via email, fax and/or SMS as relevant, address details for which we have willingly provided for contractual and communications purposes.

SECTION 3

The Electronic Transactions Act 1999

You are informed that the Electronic Transactions Act requires that, before MiFin can communicate with you electronically (email, fax, SMS), you also have to give permission under that Act for MiFin to communicate with you in that way.

We seek your permission to:

1. electronically format and send you the information that we are obliged to provide under the National Consumer Credit Protection Act 2009 and associated Regulations;
2. send you electronic messages, rather than providing paper copies.

You are informed that, in giving this permission, you are agreeing to:

- (a) use the relevant computer programs and have sufficient internet capacity to interact with MiFin’s system;
- (b) regularly check your email Inbox and/or fax machine and/or SMS Inbox;
- (c) not blame MiFin if any properly sent electronic message does not reach you; and
- (d) notify MiFin of any changes to your electronic addresses, and absolve MiFin from any liability if you fail to do so.

We remind you that you can withdraw your permission for the above at any time, provided you give MiFin 24 hours' notice, confirming your current address and contact details.

DECLARATION BY CONSUMER/S I/we hereby declare that I/we have read, understood and noted the above and hereby provide my/our express and informed consent for MiFin to communicate with me/us electronically, under the Electronic Transactions Act 1999 and associated Regulations.

SECTION 4

Information Disclosure Under the Commonwealth Anti-Money Laundering and Counter-Terrorism Legislation

You are informed that, under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (AML/CTF Act), there are provisions for the use of credit reporting information to assist in identity verification. By consenting to this section, you attest that MiFin has informed you of the following statutory provisions.

Under Section 35A(1), this can include the electronic provision of your name and/or address and/or date of birth, as you may have provided to us, to a credit reporting body. This information can and frequently has to be provided to credit reporting bodies by MiFin, for a matching process entailing comparison with personal information about you they already have on their files.

If there is no satisfactory match found and/or the level of verification which we must seek, as part of both our AML/CTF responsibilities and our mandatory credit unsuitability/suitability assessment process under the National Consumer Credit Protection Act 2009 and associated Regulations, is not achieved, we must give you the opportunity to verify your identity by alternative means.

In these circumstances, if you choose not to attempt to verify your identity by contacting the credit reporting body yourself, or by alternative means, or your contact with the credit reporting body is unsuccessful, or we determine that the alternative has failed to provide adequate identity verification, we cannot give you a loan. To do so would threaten our Australian Credit Licence.

Please note that we have to keep a record for 7 years, regarding which credit reporting body we contacted, the personal information we provided and the assessment with which we were supplied.

DECLARATION BY CONSUMER/S I/we hereby declare that I/we have read, understood and noted the above and hereby provide my/our express and informed consent to allow MiFin to undertake electronic or emailed verification of my/our identity.

GENERAL DECLARATION

I/we acknowledge and accept that the four sections of this document are part of a credit application and loan suitability assessment process and may also apply to the consequent loan administration and/or collection facilitation.