

## PRIVACY AND ELECTRONIC COMMUNICATIONS CONSENT AGREEMENT

**Credit Provider:** Kawana Pawnbrokers Pty Ltd, Australian Credit Licence No.: 384040 (hereafter referred to as Suncoast Loans).

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

By consenting to each section, at the end of this "Privacy and Electronic Communications Consent Agreement" form, you are indicating that you have carefully read and given willing, informed, direct and not implied consent to the contents of each section.

Please read each Section carefully.

### SECTION 1

#### PRIVACY CONSENT AGREEMENT

##### Also constituting a Statement of Notifiable Matters

By signing or otherwise consenting to this agreement, you consent to Suncoast Loans and other entities, including Loan Barn Pty Ltd 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. This policy contains **detailed** information concerning the company's management and use of your information and constitutes a Statement of Notifiable Matters, with content in accordance with that prescribed by Clause 4.1 in the Credit Reporting Privacy Code.

As well as reading this document, you are strongly encouraged to read the Credit Information (Privacy) Management Policy on our website at [www.suncoastloans.com.au](http://www.suncoastloans.com.au) and/or provided in hard or electronic copy as you may request, before you provide any personal information. In all our dealings with you, we will assume that you have done so.

The Commonwealth Privacy Act 1988, as amended, the Commonwealth Privacy Regulations 2013, and the Credit Reporting Privacy Code 2014 empower and regulate Suncoast Loans 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, Suncoast Loans 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 a loan;
- to assess your financial circumstances;
- to help us process your application for a loan in an efficient manner;
- to avoid the chance you may default on your payment obligations;
- to notify you of a default;
- to notify other lessors of a default;
- to facilitate the collection of overdue payments;
- to efficiently manage and administer the loan and any services we provide to you; and
- to introduce you to another lessor, when we act as a referrer.

##### Sources of information

By signing or otherwise consenting to this agreement, you give Suncoast Loans permission to collect information from a wide variety of sources. This information can include any information about your credit worthiness, credit standing, credit history, or credit capacity, that you, other credit providers or lessors and credit reporting bodies and their authorised agents are allowed to provide to Suncoast Loans under the Privacy Act and/or Credit Reporting Privacy Code. It may also include information provided by referees, relatives, your bank, real estate agents, landlord, payroll officer and employers (past and present), that may or may not be listed on your loan application, together with other credit providers, with lessors, and with government agencies and departments.

By agreeing to this Section, you authorise Suncoast Loans to contact any one or more of these sources, 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.

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

- 90 days of bank statements, to date of application;
- driver's licence;
- Centrelink income statements;
- employment payslips;
- bills and invoices, showing current address and payment information;
- bank cards;
- passport;
- birth certificate;
- proof of age cards;
- copies of any lease agreements;
- copies of any credit contracts;

and the like.

This information is only accessed as required by Suncoast Loans' employees, representatives, professional advisers, contractors and other service providers, to facilitate the above purposes and to satisfy the responsible lending requirements of the National Consumer Credit Protection Act. Suncoast Loans will not sell, rent or trade your personal information.

Suncoast Loans reasonably assumes that any referral to third parties that you may nominate, in order that Suncoast Loans 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 Suncoast Loans contacting them.

### **Your identity verification**

Suncoast Loans 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, to verify whether or not the personal identity information you have provided to Suncoast Loans matches information held by that third party.

If we are unable to verify your identity by the above means, Suncoast Loans 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 Suncoast Loans to attempt to verify your identity by alternate means.

In accordance with Section 21D of the Privacy Act, Suncoast Loans 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 Equifax & Illion, the credit reporting bodies which Suncoast Loans uses. 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.

When seeking a credit report about you, Suncoast Loans will disclose information you have provided to the credit reporting body. This may include, but not necessarily be limited to:

- your name;
- the type of credit you want;
- the amount;
- the role involved;
- a reference number;

- a relevant date; and
- that your application for a loan has been made with Suncoast Loans - in accordance with Equifax & Illion policies.

Equifax & Illion's privacy policies are posted on their company's website.

### **Information disclosed to one or more credit reporting bodies**

In our dealings with Equifax & Illion we may also disclose information about the history of your borrowing from Suncoast Loans, including

- identity particulars - your name, sex, address (and previous two addresses), date of birth, name of employer and driver's licence number;
- your application for a loan;
- the fact that Suncoast Loans may provide, or has provided you with a loan;
- 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 Suncoast Loans you have committed a serious credit infringement (i.e. you have been fraudulent, or indicated an unwillingness to make your loan payments).

All of this information is used to assess your credit worthiness.

### **The credit reporting body and your information**

You should assume that all the credit information we collect from you, or about your financial history and status, can be used in Equifax & Illion reports about your financial circumstances and made available to credit providers that use Equifax & Illion credit report services.

This could include a credit provider with whom you are applying for a loan, who may consider the number of loan applications you have made in the past, when undertaking an assessment of your suitability to be issued a loan. The number of applications and the types of loan for which you have previously applied may influence that credit provider's application assessment policy.

### **Information disclosure to other entities**

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

- other credit providers;
- lessors;
- 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 Australian Financial Complaints Authority (AFCA), to which a complaint relating to a particular service we provide to you can be referred. Telephone - 1300 565 562, email - [info@afcs.org.au](mailto:info@afcs.org.au), postal address - GPO Box 3, Melbourne, Vic 3001, website - [www.afca.org.au](http://www.afca.org.au); and
- any court or tribunal as may be required by law.

Suncoast Loans may provide limited permitted information to real estate agents, employers, referees, government departments and authorities, and other third party entities that you may have listed in your loan application/assessment form, for identity and/or credit information verification purposes.

The names and contact details of the other credit providers and/or lessors 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.

### **Referred information**

The information we may provide to another credit provider, if acting as a referrer, will be limited to the following:

- your name;
- your contact details; and
- the purpose of your proposed loan.

**Period to which this understanding applies**

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

**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 repayment conditions entered into in with Suncoast Loans, any information you have provided may be made available to personnel employed by solicitors and/or debt collection agencies authorised by Suncoast Loans to assist in the process of recovery of the overdue payments, plus all associated fees and charges (if any) and all relevant legal and reasonable administrative costs incurred.

In addition, in the event of a default in payment, a series of payments, or a serious credit infringement, Suncoast Loans may inform Equifax & Illion of the situation and that information will be held on file by Equifax & Illion and appear in your credit reports.

**Access to your personal information**

You have a right to contact Suncoast Loans and may request the opportunity to inspect the credit information we hold about you and to ask for correction of any matter you reasonably deem and justify to be incorrect, outdated, irrelevant, incomplete or misleading.

You can apply to Suncoast Loans to obtain access to your personal information by contacting the Privacy Compliance Manager by email at [admin@suncoastloans.com.au](mailto:admin@suncoastloans.com.au), or post to PO Box 650, Mooloolaba, QLD, 4557.

You can also apply to access the personal information Equifax holds about you. They may be contacted on telephone no. 1300 762 207, and Illion on 1300 734 806 or through [www.mycreditfile.com.au](http://www.mycreditfile.com.au).

**Direct marketing**

By signing or otherwise consenting to this agreement, you consent to Suncoast Loans sending you direct marketing promotional information concerning Suncoast Loans' products and/or credit activities.

Should you not wish to receive this direct marketing material, you may notify us at any time using the link provided at the bottom of any email message or the Opt Out facility provided in any SMS.

**Concerns and complaints**

If you have any privacy management concerns during the application process and term of the loan, please contact Suncoast Loans' 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 a loan, Suncoast Loans 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.

**SECTION 2****Information Disclosure and Communications Under the SPAM Act 2003**

You are informed that Section 16 of the Spam Act provides that Suncoast Loans 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, Suncoast Loans would prefer to communicate with you using such electronic means. Without your permission, written communications will have to be conveyed by Australia Post.

**SECTION 3****The Electronic Transactions Act 1999**

You are informed that the Electronic Transactions Act requires that, before Suncoast Loans can communicate with you electronically (email, fax, SMS), you also have to give permission under that Act for Suncoast Loans 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 Suncoast Loans' system;
- (b) regularly check your email Inbox and/or fax machine and/or SMS Inbox;
- (c) not blame Suncoast Loans if any properly sent electronic message does not reach you; and
- (d) notify Suncoast Loans of any changes to your electronic addresses, and absolve Suncoast Loans 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 Suncoast Loans 24 hours' notice, confirming your current address and contact details.

**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 Suncoast Loans 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 Suncoast Loans 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 provide you with a loan. To do so would threaten Suncoast Loans' 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 carefully read, understood and noted the above four sections and hereby provide my/our express, willing, informed, direct and not implied consent to the contents of each Section.

**Consent of Applicant 1**

Signature:

.....  
Name (please print)  
.....

**Consent of Applicant 2**

Signature:

.....  
Name (please print)  
.....