

Terms and Conditions

Website Terms and Conditions of Use

In these Terms and Conditions of Use, the expressions **we, us** and **our** includes Australian Finance Group Ltd ABN 11 066 385 822 (AFG) Australian Credit Licence 389087 and any related entity.

Terms and Conditions of Use

By accessing, viewing or otherwise using any of our websites, you acknowledge and agree to be subject to these Terms and Conditions of Use, our Privacy Policy and any other notices, disclaimers or terms and conditions contained on our websites, as amended or modified from time to time (together the **Terms and Conditions of Use**). If you do not accept our Terms and Conditions of Use you are not authorised to use our websites.

These are our current Terms and Conditions of Use and they replace any others which have appeared previously on any of our websites. We may at any time vary these Terms and Conditions of Use by publishing the new version on our websites. By accessing any of our websites you are deemed to accept the current Terms and Conditions of Use displayed. We reserve any and all rights not expressly granted in these Terms and Conditions of Use.

Calculators

Any calculators or information provided on our websites are provided for your convenience only and do not constitute either credit or financial advice. Information on our websites has been prepared without consideration of your particular circumstances and should be viewed as generic information only and not as indicating that you should follow a particular course of action.

Internet security risks

There may be security risks in sending information via the Internet. You should assess these potential risks when deciding whether to use our online services.

Links to other websites

Our websites may contain links to other websites operated by third parties. We do not endorse or approve of the operators of any third party websites, or the information, graphics and material featured on third party websites. To the extent permitted by law, we accept no responsibility or liability and give no warranty in any way in respect of third party websites or the goods and services offered to you on any third party websites.

We may receive payments from operators or owners of third party websites in relation to goods or services supplied to you by them as a result of you linking to their website from ours.

Use by persons outside of Australia

Our websites are provided for use by Australian residents only, and the products and services described in them are not directed at anyone in any country other than Australia. If you are not one of our customers and are accessing our websites from outside Australia, you must not submit or attempt to submit any online application or request. Online applications and requests for products initiated outside of Australia will not be accepted from anyone who is not an existing customer.

The information contained in our websites has been prepared in accordance with the laws applicable to the Commonwealth of Australia.

Third party software

Unless we tell you otherwise, any software you download from a third party website is their product and not ours. We point that out because some products may be subject to a licence agreement between you and them. To the extent permitted by law, we accept no responsibility or liability in respect of such third party products, provide no warranty, and give no endorsement in respect of such products or any party connected with them. We do, however, welcome your feedback or suggestions concerning them.

No warranty or guarantee

While we have tried hard to make sure there are no mistakes in any of the information on our websites, we do not warrant that we have verified the

information and we do not warrant the accuracy, adequacy or completeness of it or that the information is suitable for your intended use. Further, all information is subject to change without notice.

We recommend that you seek independent advice before acting upon any of the information on our websites.

We do not guarantee that our websites are free from viruses, or that access to our sites will be uninterrupted.

You acknowledge and agree that your use of our websites is at your own risk. You must ensure that the process which you use for accessing our websites does not expose you to the risk of viruses or other forms of interference which may damage your own computer system.

Limitation of liability

Subject to any responsibilities which are implied by law and cannot be excluded, neither we, nor any of our employees, agents or officers are liable to you for any losses, damages, liabilities, claims or expenses (including but not limited to legal costs and defence or settlement costs) whether direct or indirect, whatsoever arising out of or referable to information on our websites or your use of our websites or any modification, suspension or discontinuance of our websites – whether in contract, tort including negligence, statute or otherwise.

Our liability for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the extent possible, at our option, to:

- the resupply of the goods or services;
- the repair of the goods or services
- the payment of the cost of having the goods or services supplied again or repaired.

Copyright and trademarks

The material on our websites is protected by copyright. Other than for the purposes and subject to the conditions prescribed under the *Copyright Act 1968*(Cth), no part of it may in any form or by any means (electronic,

mechanical, micro-copying, photocopying, recording, or otherwise) be reproduced, uploaded to a third party, linked to, framed, stored in a retrieval system or transmitted without our prior written permission. You also must not in any form or by any means commercialise any information, products or services obtained from our websites without our prior written permission. Our websites include registered trade marks owned by us (or our licensors). You must not use any of our trademarks in any way without our prior written consent.

Linking to our websites

You must not link to any of our websites without our prior written permission.

Privacy Policy

Our commitment to protect your privacy

We understand how important it is to protect your personal information. This document sets out our privacy policy commitment in respect of personal information we hold about you and what we do with that information.

We recognise that any personal information we collect about you will only be used for the purposes we have collected it or as allowed by law. It is important to us that you are confident that any personal information we hold about you will be treated in a way that ensures protection of your personal information.

Our commitment in respect of personal information is to abide by the Australian Privacy Principles for the protection of personal information, as set out in the Privacy Act 1988 and any other relevant laws.

Personal information

When we refer to personal information we mean information from which your identity is reasonably apparent. This information may include information or an opinion about you.

The kinds of personal information we may collect about you include your name, date of birth, address, email address, phone number, account details, occupation, and any other information we may need to identify you.

If you are applying for finance we may also collect the ages and number of your dependants and cohabitants, the length of time at your current address, your employment details and proof of earnings and expenses.

The personal information we collect and hold about you may include credit information. Credit information is information which is used to assess your eligibility to be provided with finance and may include any finance that you

have outstanding, your repayment history in respect of those loans, and any defaults. Usually, credit information is exchanged between credit and finance providers and credit reporting bodies.

If you want to make purchases from or through us we will also collect your payment information. We will also collect this information if we need to make payments to you. If you apply for employment with us we will collect information about your work history and ask your referees about you.

Why we collect your personal information

We collect personal information for the purposes of assessing your application for finance and managing that finance. We may also collect your personal information for the purposes of direct marketing and managing our relationship with you. From time to time we may offer you other products and services.

If you apply to become a finance broker with us or apply for employment with us we will collect information about you to assist us to decide whether to appoint you.

We collect payment information in order to process your payments.

To enable us to maintain a successful business relationship with you, we may disclose your personal information to other organisations that provide products or services used or marketed by us. The types of organisations to which we are likely to disclose information about you include other mortgage intermediaries, our insurance partners, lenders, valuers, lenders mortgage insurers, surveyors, accountants, credit reporting bodies, recoveries firms, debt collectors and lawyers. We may also disclose your personal information to any other organisation that may have or is considering having an interest in your finance, or in our business.

How do we collect your personal information?

Where reasonable and practical we will collect your personal information directly from you. We may also collect your personal information from

credit reporting bodies, finance brokers and other people such as accountants, lawyers and referees.

Do we disclose your personal information?

We may disclose your personal information:

- to prospective funders or other intermediaries in relation to your finance requirements;
- to other organisations that are involved in managing or administering your finance such as third party suppliers, printing and postal services, call centres, lenders mortgage insurers, trade insurers and credit reporting bodies;
- to associated businesses that may want to market products to you;
- to companies that provide information and infrastructure systems to us;
- to anybody who represents you, such as finance brokers, lawyers and accountants;
- to anyone, where you have provided us consent;
- where we are required to do so by law, such as under the Anti-Money Laundering and Counter Terrorism Financing Act 2006 or in accordance with a subpoena or summons issued by a court;
- to investors, agents or advisers, or any entity that has an interest in our business; or
- to your employer, referees or identity verification services.

Prior to disclosing any of your personal information to another person or organisation, we will take all reasonable steps to satisfy ourselves that:

- (a) the person or organisation has a commitment to protecting your personal information at least equal to our commitment; or
- (b) you have consented to us making the disclosure.

We use cloud storage to store personal information that we hold. The cloud storage and the IT servers may be located outside Australia.

We may disclose your personal information to overseas entities that provide support functions to us (including in USA, Canada, Malaysia, India, Ireland, the United Kingdom and the Philippines).

Credit information

We may collect the following kinds of credit information and exchange this information with credit reporting bodies and other entities:

- credit liability information being information about your existing finance which includes the name of the credit provider, whether the credit provider holds an Australian Credit Licence, the type of finance, the day the finance is entered into, the terms and conditions of the finance, the maximum amount of finance available, and the day on which the finance was terminated;
- repayment history information which is information about whether you meet your repayments on time;
- information about the type of finance that you are applying for;
- default and payment information; and
- court proceedings information.

We exchange this credit information for the purposes of assessing your application for finance and managing that finance.

This credit information may be held by us in electronic form on our secure servers and may also be held in paper form. We may use cloud storage to store the credit information we hold about you.

When we obtain credit information from a credit reporting body about you, we may also seek publicly available information and information about any serious credit infringement that you may have committed.

Notifiable matters

The law requires us to advise you of 'notifiable matters' in relation to how we may use your credit information. You may request to have these notifiable matters (and this privacy policy) provided to you in an alternative form.

We exchange your credit information with credit reporting bodies. We use the credit information that we exchange with the credit reporting body to assess your creditworthiness, assess your application for finance and manage your finance.

If you fail to meet your payment obligations in relation to any finance that we have provided or arranged or you have committed a serious credit infringement then we may disclose this information to a credit reporting body.

You have the right to request access to the credit information that we hold about you and make a request for us to correct that credit information if needed. Please see the heading *Access and correction to your personal and credit information* below.

Sometimes your credit information will be used by credit reporting bodies for the purposes of 'pre-screening' credit offers on the request of other credit providers. You can contact the credit reporting body at any time to request that your credit information is not used in this way.

You may contact the credit reporting body to advise them that you believe that you may have been a victim of fraud. For a period of 21 days after the credit reporting body receives your notification the credit reporting body must not use or disclose that credit information. You can contact any of the following credit reporting bodies for more information:

equifax.com.au,

dnb.com.au, or

experian.com.au.

Direct marketing

From time to time we may use your personal information to provide you with current information about finance offers you may find of interest, changes to our organisation, or new products or services being offered by us or any company with whom we are associated.

If you do not wish to receive marketing information, you may at any time decline to receive such information by contacting us. If the direct marketing is by email you may also use the unsubscribe function. We will not charge you for giving effect to your request and will take all reasonable steps to meet your request within a reasonable timeframe.

Updating your personal information

It is important to us that the personal information we hold about you is accurate and up to date. During the course of our relationship with you we may ask you to inform us if any of your personal information has changed.

If you wish to make any changes to your personal information, you may contact us. We will generally rely on you to ensure the information we hold about you is accurate and complete.

Access and correction to your personal and credit information

We will provide you with access to the personal and credit information we hold about you. You may request access to any of the personal information we hold about you at any time.

We may charge a fee for our costs of retrieving and supplying the information to you.

We aim to respond within 30 days of receiving your request. We may need to contact other entities to properly investigate your request.

There may be situations where we are not required to provide you with access to your personal information, for example, if the information relates to existing or anticipated legal proceedings, or if your request is vexatious.

An explanation will be provided to you if we deny you access to the personal information we hold about you.

If any of the personal information we hold about you is incorrect, inaccurate or out of date you may request that we correct the information. If appropriate we will correct the personal information. We aim to provide

you with details about whether we have corrected the personal information within 30 days of receiving your request.

We may need to consult with other entities as part of our investigation.

If we refuse to correct personal information we will provide you with our reasons for not correcting the information.

Using government identifiers

When we collect government identifiers, such as your tax file number, we do not use or disclose this information other than as required by law. We will never use a government identifier to identify you.

Business without identifying you

In most circumstances it will be necessary for us to identify you in order to successfully do business with you, however, where it is lawful and practicable to do so, we will offer you the opportunity of doing business with us without providing us with personal information, for example, if you make general inquiries about interest rates or current promotional offers.

Sensitive information

We will only collect sensitive information about you with your consent. Sensitive information is personal information that includes information relating to your racial or ethnic origin, political persuasion, memberships in trade or professional associations or trade unions, sexual preferences, criminal record, or health.

How safe and secure is your personal information that we hold?

We will take reasonable steps to protect your personal information by storing it in a secure environment. We may store your personal information in paper and/or electronic form. We will also take reasonable steps to protect any personal information from misuse, loss and unauthorised access, modification or disclosure.

Complaints

If you are dissatisfied with how we have dealt with your personal information, or you have a complaint about our compliance with the Privacy Act, you may contact us.

We will acknowledge your complaint within two business days. We aim to provide you with a decision on your complaint within 30 days.

If you are dissatisfied with the response of our complaints officer you may make a complaint to the Office of the Australian Information Commissioner (OAIC) which can be contacted at either www.oaic.gov.au or 1300 363 992; or our external dispute resolution scheme. Please contact us or see our credit guide for contact details of our external dispute resolution scheme.

Further information

You may request further information about the way we manage your personal or credit information by contacting us.

Change in our privacy policy

We are constantly reviewing all of our policies and attempt to keep up to date with market expectations. Technology is constantly changing, as is the law and market place practices.

As a consequence we may change this privacy policy from time to time or as the need arises.

You may request this privacy policy in an alternative form.

This Privacy Policy was last updated on 25 July 2017.