



PRIVACY ACT NOTIFICATION AND CONSENTS BY APPLICANT FOR CREDIT AND GUARANTORS

Privacy Act 1988 (Cth).

By signing this Credit Application and/or Guarantee, the Applicant and Guarantors (collectively called “You”/“Your”) acknowledge consenting to and authorizing EA to give a credit reporting agency and others any information about this Credit Application as set out below (but only limited kinds of information permitted under the *Privacy Act* or as required or permitted at law such as to verify Your identity for the purposes of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* in connection with this Credit Application).

This includes (without limitation):

- (a) to obtain any information about any of Your consumer or commercial credit or business history or Your commercial activities or commercial credit worthiness from Your bank or any trade referee disclosed in this Credit Application and any other credit provider or credit reporting agency for the purposes of assessing the application for credit, or in connection with any guarantee and to disclose such information to a credit reporting agency;
- (b) to give to a person who is currently a guarantor, or whom You have indicated is considering becoming a guarantor, a credit report containing information about You for the purpose of the Guarantor deciding whether to act as guarantor, or to keep the Guarantor informed about the guarantee. You understand that the information disclosed can include anything about Your credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the *Privacy Act 1988*, and includes a credit report; and
- (c) unless otherwise prevented by law to collect from, store, use, disclose to or exchange with any of the parties named in paragraph (a) above or any Guarantors or other credit providers named in this Credit Application or named in a consumer credit report issued by a credit reporting agency, third party providers, solicitors, mercantile agents, insolvency administrators, trade insurers and insurance brokers, persons involved with the collection of trade bills or the factoring of trade debt, information about Your personal or commercial credit worthiness or business history in order to assess the Credit Application (including whether to accept as Guarantor any person signing), monitor the credit worthiness or withdraw credit facilities, notify of Your default, issue trade bills, insure risk, process any payment instructions, direct debit facilities and or credit facilities requested by You and or Guarantor/s to enable the daily operation of Your Credit Account and collect overdue accounts;

The information about this Credit Application that EA may give a credit reporting agency and others, includes (without limitation):

- (d) identity particulars - this may include name, sex, date of birth, current known address, two immediately previous addresses, current or last known employer and driver's licence number;
- (e) the fact that You have applied for credit or provided a guarantee and the amount;
- (f) payments which have become overdue for more than 60 days and for which collection action has commenced and subsequent advice that payments are no longer overdue;
- (g) cheques drawn by You which have been dishonored more than once;
- (h) in specified circumstances, the opinion of EA that You have committed a serious credit infringement; and
- (i) that credit provided to the Applicant has been paid or otherwise discharged.

EA agrees that, in dealing with such information disclosed to EA by You pursuant to the above consent and authority, EA will deal with that information in accordance with this Credit Application (including the Guarantee and Terms and Conditions of Sale), EA's Privacy Policy, the Australian Privacy Principles and the Privacy Act 1988.

ACKNOWLEDGEMENT OF STATEMENTS AND CONSENTS BY APPLICANT AND GUARANTORS

You also acknowledge that before signing this Credit Application, you have read the above consent and authority and the following 3 statements.

1. Type of Credit for the purposes of National Consumer Credit Code and other legislation

You acknowledge for the purposes of section 13 *National Credit Code* (“Code”), as having made this declaration before entering into the Agreement and Guarantee, and that the credit (if any) which is to be provided under the Agreement (if entered into) is not to be applied wholly or predominantly for personal, domestic or household purposes.

You understand that EA has relied upon these representations and warranties in agreeing to provide the Applicant with credit and that EA may suffer loss and damage and liability if these representations and warranties are not true and correct and You will indemnify EA for such loss, damage and liability.

You acknowledge and agree that EA may (in its sole discretion) do any or all of the following: set a credit limit for its credit account; notify the Applicant of this limit; increase or decrease this credit limit from time to time without giving notice to the Applicant or the Guarantor; and terminate this credit agreement at any time.

2. Consent to Use and Storage

Unless otherwise prevented by law, you consent to any personal information provided being used and/or stored for the following purposes and any other purposes as shall be agreed between us or stated in EA's Privacy Policy (as amended from time to time), including:

- (a) to manage EA's business relationship with You;
- (b) to administer and manage EA's services and systems;
- (c) to enforce EA's legal rights;
- (d) to enter into contracts with You or third parties, and
- (e) to market to and maintain a client relationship with You

3. Privacy Consent

You acknowledge that You have been provided with access to a copy of the Privacy Policy for EA and that You have read and understood the Privacy Policy at.

You authorize EA to collect, use, store and disclose Your Personal Information within and outside Australia in accordance with EA's Privacy Policy.

PRIVACY NOTE

For EA's full Privacy Policy please see www.eagersautomotive.com.au or a hard copy will be made available at no cost on request.

The kind of personal information EA ("we"/"our") holds is the information detailed in this Credit Application or otherwise provided by you.

When we collect, hold, use and disclose personal information we do so only for certain purposes set out in our Privacy Policy, including to facilitate delivery of goods and services; to meet requirements of regulators and third party suppliers (including in relation to the provision of goods, insurance, registration, warranty and other services, and information about new products and services that become available from time to time); to communicate with you, by way of direct marketing, information about any goods and services; and in accordance with our Privacy Policy.

Your personal and sensitive information may be transmitted to recipients, including service providers, manufacturers and suppliers of goods and services, some of whom are overseas, such as in Singapore and Hong Kong.

We will also collect, store and pass on consumer credit information and commercial credit information. Details of the kinds of consumer credit information and commercial credit information we collect, how we use it and with whom we share it are also set out in our Privacy Policy.

Any query or access to your personal information should be referred to our Privacy Officer at privacy@eagersautomotive.com.au.

You authorize and consent to us collecting, using, storing and disclosing your personal information within and outside Australia in accordance with our Privacy Policy.