

**Porter Group**  
**Privacy Disclosure & Consent Statement**

This statement describes how your personal information is collected, used, handled and disclosed by the Porter Group group of companies (“**Porter Group**” or “**we**” or “**us**”) in connection with any application for products and services submitted by you.

It also describes how we collect, use, handle and disclose your personal information that is collected in connection with a credit or finance application, such as details relating to your credit history, credit standing, credit capacity and credit worthiness, and any personal information that we subsequently collect in connection with your finance arrangements with us (“**credit-related personal information**”).

The personal and credit-related personal information we collect from you will be treated strictly in accordance with our Privacy and Credit Reporting Policy, the *Privacy Act 1988* (Cth) (“**Act**”) and the Privacy (Credit Reporting) Code registered under the Act (“**Code**”). You may refer to our Privacy and Credit Reporting Policy for the group of companies that form part of Porter Group, which is available at our website [www.portergroup.com.au](http://www.portergroup.com.au).

**1. Collection and use of your personal information and credit-related personal information**

The personal information and credit-related personal information collected about you is collected primarily for the purposes of verifying your identity, considering your application for our services and whether you qualify for such services. Your personal information may also be collected for some secondary purposes including:

- correspondence with you by us and our agents in relation to your finance arrangements with us;
- marketing products and services provided by us;
- developing an understanding of the products and services you may be interested in receiving; and
- compiling statistical data e.g. credit scoring information.

We may collect information about you such as your credit worthiness and credit history from credit providers named in the credit application or in any consumer credit report about you.

We may collect information about you from a business which provides information about commercial credit worthiness for the purpose of assessing the application, even if it is an application for consumer credit.

Collection of some of this information is required under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth). We may not be able to process the credit application without the information requested.

**2. Information about other persons**

We may collect personal information and credit-related personal information about a third-party from you as part of your application for finance with us. If we require this information, you agree to notify that party:

- that you are providing this information to us;
- of our contact details on this form;
- the reason you are providing their information;
- of the fact that personal information is collected, used and disclosed as described above; and
- that, should they seek correction of their information that is held by us, they should do so by contacting us in the manner set out below.

**3. Disclosure of your personal information and credit-related personal information**

By submitting an application to us, you consent to us disclosing your personal information and credit-related personal information in the following circumstances:

- to any other applicant or guarantor involved in your application for credit or finance;
- to any undisclosed principal for whom we may be acting under any agreement we may have with you;
- to participants involved in any funding, securitisation or assignment of your loan contract;
- to our related entities;
- in accordance with any consent you give or where disclosure is authorised or compelled by law.

We may be required to verify your identity through third-parties, including credit reporting bodies. By providing us with the following information, you consent to us giving such personal information to a credit reporting bodies for this and other purposes set out below:

- your full name, including any known aliases, your sex and your date of birth;
- your most recent three addresses;
- the name of your current or last known employer;
- your driver’s licence number;
- the fact that you have applied for credit and the amount;
- the fact that we are a current credit provider to you;
- details of payments which are more than 60 days overdue where debt collection action has commenced;
- advice that payments are no longer overdue;

- the fact that the credit we provide has been paid or discharged; and
- that in certain circumstances, you have committed a serious credit infringement.

We may disclose information about you including your credit worthiness or credit history to other credit providers to assess an application by you for credit, to notify them of a default by you and to inform other credit providers who allege you are in default with them.

We may disclose your information to any person reasonably necessary for the purposes of that person taking an assignment of any contract we have with you.

**4. Credit Providers**

As part of providing our services to you, we may submit your application to one or more credit providers.

We may undertake tasks for a credit provider which are reasonably necessary to manage the application process. When doing so, we are acting as agent for the credit provider, with the same privacy law requirements applying to both of us.

A credit provider to whom we submit an application may disclose information about you to, and collect information about you from, from one or more credit reporting bodies.

The website of each credit provider contains details of each credit reporting body with which it deals and other details about information held about you, including whether that information may be held or disclosed overseas and, if so, in which countries. The websites also describe key rights. Each credit provider’s website includes information on how to contact that credit provider and how to obtain a copy of its privacy documents in a form that suits you.

Some of the parties with which a credit provider exchanges your information, including the service providers and other third parties listed above, may be located outside Australia in countries including New Zealand, Philippines, India, Singapore, the United States of America, United Kingdom, Spain, Finland, Canada, Mongolia, Israel, Costa Rica and Bulgaria. A more detailed list of countries where a credit provider is likely to disclose personal information to is set out on its website. A credit provider may also need to send your information overseas in order to process transactions you have instructed the credit provider to make, such as international money transfers. The countries to which a credit provider discloses your information will depend on a given transaction.

We and the credit provider may collect information from someone other than you. Without limitation, you authorise us and the credit provider and consent to us and the credit provider collecting information from:

- (a) a credit reporting body information about you for the purpose of:
  - (i) assessing an application for commercial credit made by you collecting overdue payments; or
  - (ii) assessing whether to accept you as a guarantor for commercial credit; and
- (b) a business which provides information about the commercial credit worthiness of persons and information about your commercial activities or commercial credit worthiness, which is not credit reporting information.

**5. Credit reporting bodies**

The credit reporting bodies that we or a credit provider may use or disclose information about you include Equifax ([www.equifax.com](http://www.equifax.com)).

We further note that:

- (a) a credit reporting body may include information in reports provided to credit providers to assist them to assess your consumer credit worthiness;
- (b) you may obtain a credit reporting body’s policy about their management of credit reporting information from their website;
- (c) you have the right to access credit eligibility information from us, to request us to correct the information if it is inaccurate, out-of-date, incomplete, irrelevant or misleading, and to make a complaint to us about a breach of the Australian Privacy Principles under the Act (“**APPs**”) or the CR Code;
- (d) you have the right to request a credit reporting body not to use your credit reporting information for the purposes of pre-screening of direct marketing by a credit provider; and
- (e) you have the right to request a credit reporting body not to use or disclose credit reporting information about you if you believe on reasonable grounds that you have been, or are likely to be, a victim of fraud.

**6. Disclosure of your personal information and credit-related personal information to overseas organisations**

Some of the organisations to whom we disclose your personal information and credit-related personal information may be located overseas, primarily in New Zealand. The Act and the corresponding APPs require relevant Australian entities to ensure that, before disclosing personal information overseas, reasonable steps are taken to ensure that overseas recipients do not breach

the Act or the APPs (APP 8.1). It is not always possible to ensure that overseas recipients will comply. We do not take any responsibility for the actions of overseas third party recipients of personal information.

Your personal information may also be transferred overseas if we sell, transfer or disclose our database of personal information to an actual or potential successor entity, purchaser or investor who is located or has offices overseas. It is not practicable to specify the likely countries in which recipients of information may be located in this regard.

#### 7. E-mail Communication

If you provide us with an e-mail address for correspondence, you consent to electronic communications being sent to you via that e-mail address, including notices and reminders. To protect your privacy, we recommend that any e-mail address you provide to us be your personal e-mail address rather than, for example, an e-mail address accessible by your work colleagues or family members.

#### 8. Contact us

Should you like to contact us in relation to our Privacy and Credit Reporting Policy or our treatment of your personal or credit information:

Telephone: 07 5540 6999

Address: The Privacy Officer, PO Box 1002, Archerfield QLD 4108

Email: [privacy@portergroup.com.au](mailto:privacy@portergroup.com.au)

Without limitation, our Privacy and Credit Reporting Policy contains further information about how you may access information about you that is held by us and seek the correction of such information, and how you may complain about a breach of the Act or the Code, and how we will deal with such a complaint.

#### 9. Acknowledgments and Consents

I/We understand, authorise and consent to the collection, use and disclosure of my/our personal information as outlined above.

I/We acknowledge that I/we have read Porter Group's Privacy and Credit Reporting Policy and agree to Porter Group collecting my/our personal information for the purpose of verifying my/our identity. I/We acknowledge that Porter Group may verify my/our identity through third-party credit reporting bodies and agree to have my/our identity verified by such third-party agencies. I/we further authorise Porter Group to disclose my/our personal information as provided under this application to a credit reporting body for the purposes of obtaining a credit report about me/us to assess my application or my/our offer to act as a guarantor. I/We further authorise Porter Group to obtain from credit providers named in my application to Porter Group, and any credit providers that may be named in a credit report issued by a credit reporting body, information about my/our credit arrangements. I/We understand this information can include any information about my/our credit worthiness, credit standing, credit history, or credit capacity that credit providers are allowed to give or receive from each other under the Act.

I/We agree and consent to, as appropriate: (a) Porter Group providing my/our information, including my/our credit eligibility information, to one or more credit providers so they can assess my/our application, or the application of a

company of which I am/we are a director, or my/our suitability as a guarantor; (b) a consumer credit reporting body disclosing information to one or more credit providers for the purpose of assessing my/our application for credit or my/our guarantor application, and/or assessing a credit application by a company of which I am/we are a director; (c) when I am/ we are a prospective guarantor, the credit provider using that information to assess my/our suitability as a guarantor; (d) the credit provider disclosing my/our information (including information obtained by it from a consumer credit reporting body) to a guarantor, or a prospective guarantor; and (e) the credit provider disclosing to another credit provider, to Porter Group, to my/our agent, or to a servicer, for a particular purpose, information it holds about me/us. If Porter Group or the credit provider hold credit eligibility information about me/us, I/we authorise Porter Group and the credit provider and consent to Porter Group and the credit provider disclosing such information to their respective agents, proposed and existing guarantors and to other credit providers for a particular purpose (including for securitisation arrangements and giving opinions for purposes connected with my/our business trade or profession).

I/We authorise Porter Group to:

- (a) make any enquiries to any person or company concerning my/our credit record, residence, employment or financial status or any information provided by me/us in my/our application for credit or finance and authorise any person or company so approached to provide such information to Porter Group;
- (b) disclose any information about me/us:
  - (i) to any person who guarantees, or who provides credit and or insurance, or who provides other credit support, in relation to my/our obligations to Porter Group; and/or
  - (ii) to such persons as may be necessary or desirable to enable Porter Group to exercise any power or enforce or attempt to enforce any of Porter Group's rights, remedies and powers under any agreement between Porter Group and me/us.

I/We consent that my/our personal information may be disclosed overseas and that APP 8.1 will not apply to that disclosure. This means that I/we will not have recourse against Porter Group under the Act in the event that an overseas recipient of my/our personal information breaches the APPs.

In the event of any default by me/us under any with agreement with Porter Group, Porter Group may:

- report that default to a credit reporting body (where permitted to do so under the Act);
- use the services of enquiry agents; and/or
- place the debt with a collection agent.

If you do not wish to receive any direct marketing material from us, please tick this box.

Please sign below as confirmation you have read and accepted the above Privacy Disclosure and give your consent for the above to take place.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Name