



Your Privacy and the Provision of Credit

1. PROTECTING YOUR PRIVACY

Mini D Credit Pty Ltd ABN 95 649 002 157 holds an Australian Credit Licence 5531559 and works in association with Network HQ Pty Ltd ABN 51 167 805 281 trading as Mini Deposit Home Loans and is committed to providing you with the highest levels of customer service. This includes protecting your privacy. Set out below is information that we are required to communicate to our customers. We have also supplied additional information about our company.

2. ABOUT US

Mini Deposit Home Loans is a trading name of Network HQ Pty Ltd ABN 51 167 805 281. Credit is provided by Mini D Credit Pty Ltd ABN 95 649 002 157 under Australian Credit Licence 531559. We provide a range of direct and broker services in the credit and financial services industry. As part of our loan management services, we have appointed Phoenix Mortgage Management Pty Ltd ABN 098 344 006 ACL 393 868 to coordinate and assist Mini D Credit Pty Ltd in the management of our credit services.

3. PRIVACY CONSENT AGREEMENT

You consent to Mini D Credit Pty Ltd 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 or loan assistance. For more detail, read the Credit Information (Privacy) Management Policy available on this website or, on request, via printed copy. This policy contains detailed information concerning the 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 Mini D Credit Pty Ltd in accordance with the following.

4. USE OF YOUR INFORMATION – AUSTRALIAN PRIVACY PRINCIPLE 6

In accordance with Sections 21G, 21H, 21J and 21 M of the Privacy Act, Mini D Credit Pty Ltd may collect and hold 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
- 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 Mini D Credit Pty Ltd 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 Mini D Credit Pty Ltd 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.

Mini D Credit Pty Ltd 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; and the like.

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

Mini D Credit Pty Ltd reasonably assume that any referral to third parties that you may nominate, in order that Mini D Credit Pty Ltd 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 Mini D Credit Pty Ltd contacting them.

5. INFORMATION DISCLOSURE TO A CREDIT REPORTING BODY

In accordance with Section 21D of the Privacy Act, Mini D Credit Pty Ltd have 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 credit reporting bodies (CRBs). 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.

You can contact any of the following CRBs for more information:

- Dun & Bradstreet (Australia) Pty Ltd (www.dnb.com.au)
- Experian (www.experian.com.au) and
- Equifax Pty Ltd (www.equifax.com.au).

6. YOUR IDENTITY VERIFICATION

Mini D Credit Pty Ltd 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 the personal identity information you have provided to Mini D Credit Pty Ltd 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 Mini D Credit Pty Ltd to attempt to verify your identity by alternate means.

7. 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 Mini D Credit Pty Ltd 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 Mini D Credit Pty Ltd, you have committed a serious credit infringement (i.e. you have been fraudulent or indicated an unwillingness to repay your loan).

8. INFORMATION DISCLOSURE TO OTHER ENTITIES

Under Part 111A of the Privacy Act, Mini D Credit Pty Ltd 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 Financial Ombudsman Service (FOS), to which a complaint relating to a particular service we provide to you can be referred. They can be contacted at Phone: 1300 780 808, Email: info@fos.org.au, Postal address: GPO Box 3, Melbourne, Vic 3001, or go to www.fos.org.au; and
- any court or tribunal as may be required by law.

Mini D Credit Pty Ltd 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 consumer.

9. PERIOD TO WHICH THIS UNDERSTANDING APPLIES

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

10. 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 Mini D Credit Pty Ltd, any information you have provided may be made available to personnel employed by solicitors and/or debt collection agencies authorised by Mini D Credit Pty Ltd 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.

11. ACCESS TO YOUR PERSONAL INFORMATION

You may access your personal identification and credit information and request changes where relevant. You can apply to Mini D Credit Pty Ltd to obtain access to your personal information by contacting the Privacy Compliance Manager, by email at compliance@MiniDeposit.com.au

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

12. CONCERNS AND COMPLAINTS

If you have any privacy management concerns during the application process and/or loan term, please contact Mini D Credit Pty Ltd's Privacy Compliance Manager (details above). 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.

13. 1COMMERCIAL CREDIT INFORMATION

In order to assess an application for commercial funds, Mini D Credit Pty Ltd 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, regarding personal information, apply.

14. E-CONSENT

By providing your email address and then clicking submit on any online application, calculator, tool or query, you consent to receiving notices and other documents from us by email to the email address provided, and you understand that that if you give this consent: we may no longer send you paper copies of notices and other documents; you should regularly check your email address for documents; and you may withdraw your consent to receiving documents by email at any time. You also confirm that you have the facilities to print any notice or document that we send you by email, if desired.

15. ONLINE APPLICATIONS

When you send an online application to us, we retain the information contained in that application. We can then use that information to provide any services that you require. You may also be able to suspend and save online applications, so you can complete and send the applications later. If you suspend or save your application, the information that you have entered will be retained in our systems so that you may recover the information when you resume your application. Online applications that have been suspended or saved may be viewed by us.

16. COOKIES AND WEB BEACONS

A 'cookie' is a small text file placed on your computer by a webpage server that may later be retrieved by webpage servers. We use cookies on our website to provide you with a better website experience. When you visit the Mini D Credit Pty Ltd website or related landing pages to read, browse, submit or download information, our system will record/log your IP address, date and time of your visit to our site, the pages viewed, and any information downloaded. We may automatically collect non-personal information about you such as the site from which you linked to our websites. We do not personally identify you by this information. You can configure your browser to refuse cookies or delete existing cookies from your hard drive. Rejecting cookies may have the effect of limiting access to or functionality of parts of our website.

A web beacon is typically a transparent graphic image invisible to the user that is placed on a website. The use of a web beacon allows the website to record the simple actions of the user (such as opening the page that contains the beacon) through a tracking pixel. We may use web beacons (and cookies) for purposes such as site usage analytics, advertising auditing and reporting, as well as content and "advertising/marketing personalisation". We may share any data collected from web beacon (and cookies) with third parties to provide you with relevant advertising when browsing third party networks and websites (Third Party Websites) such as Google and Facebook.

17. INFORMATION FROM THIRD PARTIES

Our website may contain links to Third Party Websites (e.g. third-party providers of goods and services). If you accessed Third Party Websites through our website and if those third parties collect information about you, we may also collect or have access to that information as part of our arrangements with those third parties. Where you access a Third-Party Website from our website, cookie and web beacon information, information about your preferences or other information you have provided about yourself may be shared between us and the third party.

18. ADVERTISING AND TRACKING

We may advertise on Third Party Websites. When you view our advertisements on Third Party Websites, the advertising company may use cookies, and in some cases, web beacons, to collect information such as the server your computer is logged onto, your browser type, the date and time of your visit and the performance of their marketing efforts. When you access our website after viewing one of our advertisements on a Third-Party Website, the advertising company may collect information on how you utilise our website (e.g. which pages you view) and whether you commenced or completed an online application.

19. INFORMATION DISCLOSURE AND COMMUNICATIONS UNDER THE SPAM ACT 2003

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

20. THE ELECTRONIC TRANSACTIONS ACT 1999

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

We may conduct marketing activities via email, telephone, SMS, IM, email, or any other electronic means. We may also market our products to you through third party channels (such as social networking sites). We will always let you know that you can opt out from receiving our third-party marketing. Where we market to prospective customers, we will always provide an easy way to opt-outs. With your consent, we may disclose your personal information to third-parties such as brokers or agents, or for the purpose of connecting you with other businesses or customers. You can ask us not to do this at any time. We will never sell your personal information to any external organisation. We will not use or disclose sensitive information about you for direct marketing purposes unless you have consented to that kind of use or disclosure.

21. 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 Mini D Credit Pty Ltd have 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 Mini D Credit Pty Ltd, 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 License.

Please note that we must 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.

22. CHANGE IN OUR PRIVACY POLICY

We are constantly reviewing all our policy and attempt to keep up to date with market expectations. Technology is constantly changing, as is the law and market place practices. Therefore, we may change this privacy policy from time to time or as the need arises.