

PRIVACY AND ELECTRONIC COMMUNICATIONS CONSENT AGREEMENTS

This document is issued by the **Credit Provider**: Strawberry Loans Pty Ltd (Strawberry Loans) ABN: 74 621 474 655, Australian Credit Licence No.: 519253, represented by Diamond Loans Pty Ltd (Diamond Loans) ACN: 663 238 319, Authorised Credit Representative No. 545286.

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 Strawberry Loans and/or Diamond Loans collecting (verbally and in writing), 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 Strawberry Loans' Credit Information (Privacy) Management Policy on www.strawberryloans.com.au and Diamond Loans' policy on www.diamondloans.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 Strawberry Loans and Diamond 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, Strawberry Loans and Diamond Loans 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 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 Strawberry Loans and/or Diamond 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 Strawberry Loans and Diamond 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 Strawberry Loans and/or Diamond 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.

All information collected is for credit related purposes only, being the provision and management of credit in accordance with Sections 21D, 21F and 21G, Schedule 2, Privacy Act.

Documents we may request from you

Strawberry Loans and/or Diamond 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 Strawberry Loans' employees, representatives, professional advisers, contractors and other service providers, to facilitate the above purposes, to satisfy credit reporting body requirements, requests and requirements under law and, in particular, to satisfy the responsible lending requirements of the National Consumer Credit Protection Act.

Strawberry Loans and Diamond Loans reasonably assume that any referral to third parties that you may nominate, in order that Strawberry Loans and/or Diamond 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 Strawberry Loans and/or Diamond Loans contacting them.

Permission to obtain a Credit Report about you

Following receipt of your interest in applying for a loan, by signing, or otherwise indicating approval of this agreement, you give permission for us to obtain a credit report about you, or any other identity and credit information about you that is held by Equifax, and to use the contents of this report when making any current or future assessment as to your credit worthiness, in accordance with Sub-paragraph 4.1(a) of the Credit Reporting Privacy Code,.

Your identity and other information verification

Strawberry Loans and/or Diamond 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 matches information held by that third party.

If we are unable to verify your identity by the above means, Strawberry Loans and/or Diamond 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 Strawberry Loans and/or Diamond Loans to attempt to verify your identity by alternate means.

Under the National Consumer Credit Protection Act we must take reasonable steps to verify information you have provided to us verbally and/or in documents. As an example, this will

involve actions such as comparing your bank statement content with what you have told us when applying for your loan.

If this verification action results in the discovery of, what appears to be, inconsistent, untruthful, fraudulent and/or contradictory information, we are legally required to make further enquiries and we are obliged to reject your application if a satisfactory explanation is not available following such further enquiries.

Any information collected may be used for verification purposes in the future, as well as for any current credit application purpose.

In accordance with Section 21D of the Privacy Act, Strawberry Loans has chosen to continue with the lawful negative credit reporting (privacy) regime. By consenting to this agreement, you specifically agree that the company may provide information to Equifax, the credit reporting body which Strawberry Loans uses. This disclosure will be for the following document issuing company 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.

Obtaining credit reports about you and credit reporting body policies

We choose to use Equifax as our credit reporting body. When seeking a credit report about you, Strawberry Loans and/or Diamond 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 Strawberry Loans -

in accordance with Equifax policy.

Also in accordance with Equifax policy, the fact that we have obtained a credit report about you will create an “enquiry” listing on your credit file, which will be included in any future reporting by Equifax of your credit file to us, or to another lender.

This disclosed information and this listing could adversely impact on your future applications for credit, if the relevant future lender’s application approval policies include consideration of the number of past enquiries, whether or not used to calculate a credit score, as being indicative of something adverse or negative about you as a borrower. All the credit information about you stays on the record for a statutory period of 5 years.

Neither the information types requested by Equifax, nor the listing of “enquiries”, has anything to do with our policies. By signing or consenting to this agreement you agree to contact Equifax direct if you have any complaint about these policies. You accept that we will not take any action if you seek our attention to remove information created by, or included as a result of, these Equifax policies on your credit file and we similarly will not take any action if a request is made on your behalf by a credit “repair” company, financial counsellor, lawyer or other adviser. You and your advisers must contact Equifax direct.

By signing or otherwise indicating approval of this agreement, you accept that this agreement takes precedence over any later authorisation you may provide to any person or organisation wishing to represent you and seek our facilitation of the removal of any accurate defect or inquiry listing with Equifax that may appear on your credit report. That means you agree that we can ignore or reject such a request, if the relevant inquiry did occur.

Equifax’s privacy and other policies and procedures are posted on that company’s website.

Information disclosed to and used by credit reporting bodies

In our dealings with Equifax we may also disclose information about the history of your borrowing from Strawberry 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 Strawberry 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;
- information that, in the reasonable opinion of Strawberry Loans you have committed a serious credit infringement (i.e. you have been fraudulent, or indicated an unwillingness to make your loan payments); and
- information concerning loan payment defaults, plus associated fees and interest in the aggregate before, during and after the issuing of the Privacy Act's Section 6Q and 21D Notices.

All of this information is summarised on your Equifax file and may also be summarised in any credit report about you that is created and issued by that company, which lenders may use to assess your credit worthiness when you apply for a loan in the future, and they have obtained a credit report about you.

By signing or otherwise indicating approval of this agreement, you agree that access by credit providers to the information listed in this agreement and any listing of enquiries revealing the number of loans for which you have applied is essential for them to fulfil their National Consumer Credit Protection Act obligations. These obligations are to undertake a responsible lending approach to the assessment of credit applications and the management of loans. You further agree that a reasonable person would not consider this access would cause serious harm to you, or constitute a data breach, even if the information and/or list of enquiries leads to a rejection of your credit application.

You are informed that it is an offence under the Privacy Act for Equifax to remove information about you from their credit file that is factual and true.

By signing or otherwise indicating approval of this agreement you agree that you will not ask us to apply to Equifax for the removal of information on your Equifax credit file, and/or included in your credit reports, that is factual and true. This is regardless of any alleged or actual technical or arguable legal deficiency (i.e. not decided by a court to be so) in the processes that led to the information being provided to Equifax. This information includes defaults in your borrowing with us that have been reported to Equifax (i.e. consistent failure to repay an amount owed to us on time, in accordance with your credit contract terms, not having been repaired by payment in full, or for which you have not agreed to an adjusted repayment plan, or you have not honoured an adjusted repayment plan).

By signing or otherwise indicating approval of this agreement you agree that you will never authorise a credit "repair" company, financial counsellor, lawyer, or other adviser or representative to attempt to make a similar request of us and, if you do, you agree that this clause takes precedence over the later authorisation that you provided to that person or organisation. That means you agree that we can ignore or reject such a request.

The credit reporting body and your information

Consequently, you should assume that all the credit information we collect from you, or about your financial history and status, can be used in Equifax reports about your financial circumstances and made available to credit providers that use Equifax 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, including calculating a credit score. The number of applications and the types of loan for which you have previously applied may influence that credit provider's application assessment policy. Details may be listed by Equifax under the subheading "Inquiries" and/or elsewhere in the documents they present to credit providers as a credit report.

This could also include a credit provider, with whom you are applying for a loan in the future, learning about all your defaults in payments with our company, which may discourage that credit provider from approving a loan to you.

By signing, or otherwise indicating approval of this agreement, you agree that Strawberry Loans is not responsible for Equifax's policies and has no control over that company, and that any concern or complaint you have regarding the information held by Equifax, or included in an Equifax credit report about you, must be taken up directly with Equifax.

Information disclosure to other entities

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

- other credit providers;
- lessors;
- our external service providers and their agents who provide business services and/or compliance and legal advice 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 - 1800 931 678 (free call), email - info@afca.org.au, postal address - GPO Box 3, Melbourne, Vic 3001, website - www.afca.org.au; and
- any court or tribunal as may be required by law.

Strawberry 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 by us 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 Strawberry Loans, any information you have provided may be made available to personnel employed by solicitors and/or debt collection agencies authorised by Strawberry 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 or a series of non-payments before, during or after the issuing of the Privacy Act's Section 6Q and 21D Notices, or a serious credit infringement, Strawberry Loans may inform Equifax of the situation and that information will be held on file by Equifax and appear in your credit reports. This could adversely affect your opportunity to successfully apply for loans in the future.

Access to your personal information

You 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 Strawberry Loans to obtain access to your personal information by contacting the Privacy Compliance Manager by email at clairelawrence79@hotmail.com, or post to 55 Warringah Road, Narrabeena, NSW 2099.

You can also apply to access the personal information Equifax holds about you. They may be contacted on telephone no. 13 8332, or through their website at www.equifax.com.au.

Direct marketing

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

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

GPS tracking devices

By signing, or otherwise indicating approval of this agreement, if your credit contract provides for the installation of a GPS tracking device to a motor vehicle, motor bike or boat that is the subject of an associated security interest, you agree that Strawberry Loans or its agent may from time to time, and at its absolute discretion, access the location of the vehicle, as the company unilaterally may deem necessary for matters associated with the management of the loan during the loan term.

Concerns and complaints

If you have any privacy management concerns or complaints during the application process and term of the loan or thereafter, please contact Strawberry Loans' Privacy Compliance Manager (see above for details).

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 (see the Equifax website for contact details).

Commercial credit Information

In order to assess an application for a loan, Strawberry Loans and/or Diamond 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 Strawberry Loans and Diamond 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, Strawberry Loans and Diamond 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 Strawberry Loans and Diamond Loans can communicate with you electronically (email, fax, SMS), you also have to give permission under that Act for Strawberry Loans and Diamond 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 Strawberry Loans' and Diamond Loans' systems;
- (b) regularly check your email Inbox and/or fax machine and/or SMS Inbox;
- (c) not blame Strawberry Loans and Diamond Loans if any properly sent electronic message does not reach you; and
- (d) notify Strawberry Loans and Diamond Loans of any changes to your electronic addresses, and absolve Strawberry Loans and Diamond 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 Strawberry Loans and/or Diamond 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 Strawberry Loans and/or Diamond 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 Strawberry Loans and/or Diamond 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 Strawberry 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)
.....