

Privacy Amendment (Enhancing Privacy Protection) Act 2012. Polyaire Pty Ltd, A.C.N. 007 673 690

We will comply with the Privacy Amendment (Enhancing Privacy Protection) Act 2012 which amends the Privacy Act 1988 (Cth) and which came into effect on 12th March 2014 including Division 3 of Part IIIA and the Australian Privacy Principles contained in the Act as well as the Credit Reporting Privacy Code (CR Code) and are committed to protecting personal information (including credit information and credit eligibility information) we may hold at any time in respect of any individual, in accordance with those requirements.

Personal information includes things like your name, address, birth date. Credit information includes credit applications you've made and repayment history.

Changes to the Privacy Act 1988 mean:

- we follow the Australian Privacy Principles (APPs) and have updated our privacy policy
- we have changed the way we must handle your credit-related information under a new system we call "Comprehensive Credit Reporting"
- the Privacy Commissioner will have more power to investigate, fix complaints and make sure we follow these laws.

Changes to the Privacy Act means we've updated our Privacy Policy which includes our new Credit Reporting Policy. The privacy policy tells you:

- how we collect, use, disclose and store your personal and credit information
- how you can contact us if you want to access or correct the information we hold about you.
- A copy of our credit policy is located on our website www.polyaire.com.au

Privacy Act 1988

The Buyer and/or the Guarantor/s agree for the Seller to obtain from a credit-reporting agency a credit report containing personal credit information about the Buyer and Guarantor/s in relation to credit provided by the Seller.

The Buyer and/or the Guarantor/s agree that the Seller may exchange information about Buyer and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:

- (a) To assess an application by Buyer;
- (b) To notify other credit providers of a default by the Buyer;
- (c) To exchange information with other credit providers as to the status of this credit account, where the Buyer is in default with other credit providers; and
- (d) To assess the credit worthiness of Buyer and/or Guarantor/s.

The Buyer consents to the Seller being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

The Buyer agrees that Personal Data provided may be used and retained by the Seller for the following purposes and for other purposes as shall be agreed between the Buyer and Seller or required by law from time to time:

- (a) provision of Services & Goods;
- (b) marketing of Services and or Goods by the Seller, its agents or distributors in relation to the Services and Goods;
- (c) analysing, verifying and/or checking the Buyer's credit, payment and/or status in relation to provision of Services/Goods;
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Buyer; and
- (e) enabling the daily operation of Buyer's account and/or the collection of amounts outstanding in the Buyer's account in relation to the Services and Goods.

The Seller may give, information about the Buyer to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Buyer; and or
 - (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Buyer.
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