



# Access Seeker Subscriber Application

v1.0 November 2023

Equifax Australia Information Services and Solutions Pty Limited (ABN 26 000 602 862)

**NOTE: This form is to be used ONLY for Access Seeker Applications.**

## Step 1: Your company details

|   |               |       |          |
|---|---------------|-------|----------|
| Full name of company                    |               |       |          |
| Trading name                            |               |       |          |
| ACN/ARBN/Business registration number   |               |       |          |
| ABN                                     |               |       |          |
| Trading address<br>(Cannot be a PO Box) | Address       |       |          |
|   | City/Suburb   | State | Postcode |
| Postal address                          | Same as above |       |          |
|   | Address       |       |          |
|   | City/Suburb   | State | Postcode |
| Phone number                            |               |       |          |

## Step 2: Your owner or partners

If registered under the business names register, please list the names, addresses and dates of birth of the owners. If a partnership, please list the names, addresses and dates of birth of all partners.

|                                     |             |       |          |
|-------------------------------------|-------------|-------|----------|
| Name                                |             |       |          |
| Address                             | Address     |       |          |
|                                     | City/Suburb | State | Postcode |
| Date of birth<br>(where applicable) | Day         | Month | Year     |
| Name                                |             |       |          |
| Address                             | Address     |       |          |
|                                     | City/Suburb | State | Postcode |
| Date of birth<br>(where applicable) | Day         | Month | Year     |

## Step 3: Your principal contacts

### Principal business contact

|                      |   |
|----------------------|---|
| Name                 |   |
| Position/Designation |   |
| Phone                |   |
| Email                | <b>Please use the business email address. Generic email address like gmail.com, yahoo.com cannot be accepted. Otherwise, provide two forms of identification that are notarised by a Justice of the Peace (JP).</b> |

### Privacy/compliance contact

|                      |   |
|----------------------|---|
| Name                 |   |
| Position/Designation |   |
| Phone                |   |
| Email                | <b>Please use the business email address. Generic email address like gmail.com, yahoo.com cannot be accepted. Otherwise, provide two forms of identification that are notarised by a Justice of the Peace (JP).</b> |

### IT notifications contact

|                      |   |
|----------------------|---|
| Name                 |   |
| Position/Designation |   |
| Phone                |   |
| Email                | <b>Please use the business email address. Generic email address like gmail.com, yahoo.com cannot be accepted. Otherwise, provide two forms of identification that are notarised by a Justice of the Peace (JP).</b> |

## Step 4: Your principal business activity and ANZSIC code

What is your principal business activity?

ANZSIC code (if known)

## Step 5: Your reason for subscribing

Are your credit terms 7 days or more?

Yes

No

If YES, what type of credit do you provide?

Access to personal information on Equifax's credit reporting database is governed by the Privacy Act 1988 (the Act). In using our individual consumer and/or individual commercial services, you must comply with your obligations under the Act.

Please note, if you are a credit provider, in return for using our Equifax consumer and/or commercial credit reporting services, you agree to provide default information and credit information in accordance with Sections 4 and 5 of the Information Services and Solutions Terms of supply ("Terms of Supply").

If NO, you are NOT a credit provider, please provide the reason for subscribing to Equifax Australia Information Services and Solutions Pty Limited and the services you provide.

## Step 6: Overseas Disclosure

If the Equifax services include the supply by Equifax to you of personal information, do you wish to receive the information outside Australia ("overseas recipient")?

Receive information outside Australia?

Yes

No

If YES, provide details:

The overseas recipient:

The location(s) to which information will be disclosed

### Note:

(i) Equifax will only disclose credit reporting information under section 20F of the Act to credit providers and other permitted recipients who have an Australian link.

(ii) Information supplied by Equifax is only for your internal business use in accordance with section 3.1 of the Terms of Supply.

## Step 7: Subscription

In addition to the subscription fees, we will charge fees for your use of our services, in accordance with Section 6 of the Terms of Supply. These fees are subject to change from time to time. Please refer to our latest Value Plan for our current charges.

## Step 8: Credit disclosure

We may agree to provide services to you under this application for subscription on credit. In order to process your application for subscription and manage the relationship going forward, we may need to obtain personal credit information about you in order to grant credit in relation to these services. Any defaults on credit granted may be listed with a credit reporting body.

In addition to the Terms of Supply, I/we agree that for the purposes of processing my/our application for subscription:

1. That Equifax may seek consumer credit information if Equifax considers it relevant to assessing my/our application for commercial credit, I/we agree to Equifax obtaining from a credit reporting body(ies) information about me/us in relation to commercial credit provided by Equifax.
2. Exchanging information with other credit providers  
I/we agree to Equifax obtaining personal information about me/us from other credit providers, whose names I/we may have provided to Equifax or that may be named in a credit report, for the purpose of assessing my/our application for commercial credit, made to the company.
3. Listing credit default information  
I/we agree that if I/we default on our terms of subscription, Equifax may list information about my/our credit default with a credit reporting body.

## Step 9: Authorisation

I/we confirm the information provided above is accurate.

I/we understand that the Terms of Supply applies to my/our use of all standard information services and forms the basis of the agreement between me/us and Equifax Australia Information Services and Solutions Pty Limited, for my/our use of Equifax's standard information services.

I/we agree that the subscription fees and other fees and charges are payable upon invoice in accordance with section 6 of the Terms of Supply. I/we understand that my/our subscription automatically continues and in the case of an annual subscription automatically renews each year for another one year, unless and until such time as it is cancelled by either party in accordance with section 7 of the Terms of Supply. I/we understand that if I cancel my subscription at any time any outstanding charges for services up to and including the date of termination will be payable upon cancellation. Any subscription fees will be payable (in the case of annual subscription fees, on a pro rata basis) up to and including for the full month in which the date of termination falls, I/we understand that all related charges for our use of services will appear on our invoice as issued by Equifax

**To be signed by Director or higher authority or position in the company.**

|                                   | Day | Month | Year |
|-----------------------------------|-----|-------|------|
| Date of approval                  |     |       |      |
| Full name of authority            |     |       |      |
| Position/Designation of authority |     |       |      |
| Signature                         |     |       |      |

Who warrants he/she has the capacity to commit the applicant to this application Terms of Supply.

# Terms of Supply

## 1. Introduction

- 1.1 This agreement applies when we, Equifax Australia Information Services and Solutions Pty Limited ABN 26 000 602 862 ("Equifax") supply any of our standard information services (our "information services") to you, our customer.  
Additional terms may apply to some of the services we supply – we will tell you if additional terms apply to any service you use.  
Where services are provided by one of our Related Bodies Corporate, references in these terms of supply to 'Equifax', 'we', 'us' or 'our' are deemed to be references to that Related Body Corporate.
- 1.2 Our information services include our consumer and commercial credit reporting services; our verification, scoring and consulting services; or any of our other data services.
- 1.3 In this agreement, the Privacy Act 1988 (Cth) is referred to as "the Privacy Act" and includes instruments and codes made under the Act. Terms used in this agreement that are defined in the Privacy Act have their defined meaning, unless the context otherwise requires.
- 1.4 In this agreement:
- a. "Australian Consumer Law" means Schedule 2 of the Competition and Consumer Act 2010 (Cth).
  - b. "Australian link" has the meaning given to that term in the Privacy Act;
  - c. "default information" includes serious credit infringements and default information as defined in the Privacy Act, as well as commercial credit defaults and commercial credit clearouts/skips;
  - d. "Law" means:
    - (i) any statute, regulation, by-law, ordinance, subordinate legislation or legislative instrument in force from time to time to which a party to this agreement is subject;
    - (ii) the common law and the law of equity as applicable to the parties from time to time;
    - (iii) any binding court or tribunal order, judgement or decree;
    - (iv) any applicable industry code, policy or standard enforceable by law; and
    - (v) any applicable determination, direction, policy, rule or order that is binding on a party and that is made or given by any regulatory or quasi-regulatory body having jurisdiction over a party or any of that party's assets, resources or business.
  - e. "personal information" has the meaning given to that term in the Privacy Act;
  - f. "PRDE" means the Principles of Reciprocity and Data Exchange, prepared by the Australian Retail Credit Association, in the form in which they are in effect;
  - g. "Related Body Corporate" has the meaning given to that term in the Corporations Act 2001 (Cth);
  - h. "Third Party" means any third party to whom you disclose personal information disclosed to you under this agreement, or to whom we have disclosed such personal information at your direction; and
  - i. "Tier Level" means a level for the supply by a credit reporting body to a credit provider of credit reporting information and the contribution by a credit provider to a credit reporting body of credit information, as follows:
    - (i) "Negative Information" means A. credit information about an individual other than consumer credit liability information (CCLI) or repayment history information (RHI); and B. CP derived information and CRB derived information which is not derived wholly or partly from CCLI or RHI;
    - (ii) "Partial Information" means A. credit information about an individual other than RHI; and B. CP derived information and CRB derived information which is not derived wholly or partly from RHI; and
    - (iii) "Comprehensive Information" means credit information, CP derived information and CRB derived information about an individual.

## 2. Supply of our information services

- 2.1 We will supply our information services to you after we accept your request for the particular services.
- 2.2 Where we supply our information services to you online, the services are supplied over communication links and other networks, and the availability of the services rely on the availability of those links and networks. While we will do our best to make sure the online information services are available, we are not responsible if the links or networks are unavailable at any time, and we do not guarantee that services supplied online will be continuously available.
- 2.3 If we have given you a timetable or time estimate for providing our information services, we will use reasonable endeavours to meet that timetable or time estimate. We will let you know if we require you to take any action to assist us to meet the timetable or time estimate and will seek agreement from you before any action is undertaken.

- 2.4 You agree to comply with this agreement and any procedures, policies, standards and other instructions we provide when you use our information services, for example our Default Information Guide, any Acceptable Use Policy, Security Policies or Standards, and instructions in documentation as to how to treat certain information. If we change any of our procedures, policies, standards or instructions, or if we introduce new ones and we think those changes will affect you, we will let you know in reasonable time taking into account the nature of those changes.
- 2.5 To access our services by direct link you will need to ensure that your system complies with our most up to date version of our system specifications to allow direct linking. You are responsible for any system changes you need to make and agree to make those changes within 6 months of us notifying you of a new version.
- 2.6 You agree to make available to us one contact person within your organisation or one contact for each branch of your organisation (and to notify us if they leave). That person will be responsible for liaising with us about the requirements of this agreement.
- 2.7 You agree to keep any username, password or other identifiers we give you to use our information services (together, "Identifiers") confidential and secure and to manage your users' access to our services. You agree that any Identifiers we give you will not be transferred between users or disclosed to any third party and you will tell us if they are no longer required. You are responsible for all use of those Identifiers. If we ask you to, you agree to stop using those Identifiers or use any replacement Identifiers we give you.
- 2.8 Our information services are provided to you for your use only, in accordance with clause 3.1. You must not grant or allow any third party direct access to our information services or to any personal information held by us, unless such third party is: (a) acting on your behalf; and (b) permitted to access such personal information under the Privacy Act. You are responsible and liable under these terms and conditions for the acts and omissions of any such third party in respect of any such access and personal information, as if such acts or omissions were engaged in by you.
- 2.9 Our services are supplied in accordance with our Privacy Policy, accessible electronically at <https://www.equifax.com.au/privacy>. You warrant you have satisfied yourself that our delivery of our services is compatible with and satisfies any privacy policy or other privacy statement or requirement that you operate under.
- 3. Your use of our information services**
- 3.1 You can only use the reports and information we supply you for your own internal business use and for the purpose that we supply them for. You must not re-sell, re-package or otherwise re-use our information in any other way.
- 3.2 If we deliver reports electronically, you can save them onto your system, or print them for your file. If you access our services by direct link and we deliver information to you by a stream of data you can copy the information onto your system and reprocess it, for example as part of your credit approval process. You agree that you will not reproduce, modify or adapt our reports and information in any other way.
- 3.3 We have copyright in the compilation of the information we use to supply our information services to you, and in the reports we supply to you when you use our information services.
- 3.4 We have developed information technology, software and documentation that we may use to provide the information services to you, and we have copyright and other rights in those items. You agree that you will not copy them, modify them, adapt them, reverse engineer them or infect them with viruses.
- 4. Information we collect from you**
- 4.1 This section 4.1 only applies to you if you are a credit provider (by assignment or otherwise) under the Privacy Act or a debt collector. In return for using our Equifax consumer and/or commercial credit reporting services:
- a. you must give us all default information you are permitted to provide to us under the Privacy Act and other relevant Laws. You must do so as soon as possible;
  - b. before you give us the default information (excluding for the purposes of this sub-clause (b) only serious credit infringements) you must take steps to recover the amount and to notify the debtor in writing that the default information is to be given to us and that we will supply it to other customers when they use our information services;
  - c. you must update the default information you have given us as soon as practicable and no later than within 32 days of any change (to the extent permitted by the Privacy Act) so that the default information we hold remains accurate, up to date, complete and relevant; and
  - d. if you breach this section 4.1 or sections 5.8(e) or (f) below, then we may provide you with notice in writing and you will have 30 days to rectify the breach. If the breach is not rectified within this period then we may in our discretion, and without limiting our other rights and remedies:
    - (i) remove from our services all default information (other than your own default information) on enquiries by you for those portfolios in respect of which you have breached the relevant section;
    - (ii) if you have nominated a Tier Level of Partial Information or Comprehensive Information under section 5.8 below, move you to a lower Tier Level, which shall be deemed to be your nominated Tier Level;
    - (iii) suspend or terminate our services to you; and/or
    - (iv) publish your failure to satisfy the requirements of the relevant section.



- 4.2 We collect information from you when you request our information services, such as the information you enter in a search enquiry. You acknowledge that the quality of our services and information returned to you relies on the information you provide us in your request for the particular service. You agree to provide any notifications to individuals or obtain any consents that are required under the Privacy Act before you request our information services.
- 4.3 Once you give information to us, we can use that information to supply our information services to you and others, and as otherwise permitted by the Privacy Act. You grant to us a non-exclusive, perpetual, irrevocable, transferable, royalty-free licence to use and sublicense the whole or any part of that information for those purposes. You warrant that your provision of information and the use by us of that information in accordance with this agreement will not infringe the intellectual property rights or other rights of any person. Because our information services rely on the information we collect, we do not usually remove any information from our systems, subject to our obligations under the Privacy Act. Information is updated where it is proven (to our satisfaction) not to be accurate, up to date or complete.
- 4.4 You agree to make sure that all the information you give us is accurate, up to date, complete and not misleading.
- 5. Our consumer credit reporting services**
- 5.1 This section 5 only applies to you if you use our Equifax consumer credit reporting services, in addition to section 4.
- 5.2 If you use our consumer credit reporting services you agree:
- (a) that your use of the services is governed by the Privacy Act and that we can only let you use the service if we believe, on reasonable grounds, we are allowed to under the Privacy Act;
  - to tell us the purpose for which you will use the services for (and tell us if that purpose changes) and to only use the services for the purpose that we approve; and
  - to not knowingly request information from us where the disclosure of the information requested would contravene section 20F or any other section of the Privacy Act or other legislation as applicable. Without limitation where you use our consumer credit reporting services to receive credit reporting information from us under section 20F, you warrant that you have and will continue to have throughout the term of this agreement, an Australian link.
- 5.3 You agree to ensure that credit information you disclose to us is accurate, up-to-date and complete, and to protect credit reporting information disclosed to you under Part IIIA of the Privacy Act from misuse, interference and loss, and from unauthorised access, modification or disclosure in compliance with section 20N and section 20Q of the Privacy Act respectively and any other relevant or applicable standard.
- 5.4 You agree to co-operate upon request by us in the conduct of audits in accordance with applicable Law, relating to your compliance with section 5.3 above and the steps you take in relation to requests to correct credit reporting information or credit eligibility information required by the Privacy Act; to provide access to your systems and documentation to enable an independent person approved or nominated by us, acting reasonably, to conduct those audits at your expense; and to provide us with the outcome of those audits.
- 5.5 You agree to co-operate with us and to deal with and address any suspected breaches arising from those audits.
- 5.6 Nothing that we do in connection with those audits should be construed as providing legal or compliance advice or any imprimatur in respect of your data management practices or compliance with the Privacy Act. This is and remains your responsibility.
- 5.7 You acknowledge and agree that:
- our consumer credit reporting services are provided on a reciprocal basis, as set out in this section 5 and section 4;
  - in order for a credit provider to receive CCLI or RHI held by us and contributed by a signatory to the PRDE, or any personal information derived from such CCLI or RHI, the recipient credit provider must be a signatory to the PRDE, or a credit provider which is engaged by a signatory credit provider as either a n agent or a securitisation entity to assist the credit provider for a securitisation related purpose; and
  - in order to receive any RHI held by us, a credit provider must hold an Australian credit licence.
- 5.8 You agree that if you are a credit provider:
- you must nominate the Tier Level at which you will obtain supply from us of credit reporting information in accordance with this agreement;
  - you may nominate a different Tier Level by providing 90 days' prior written notice to us;
  - in order to nominate a Tier Level of either Partial or Comprehensive Information, you must have contributed all default information for all consumer credit accounts in accordance with section 4.1(a) of this agreement at the time of such nomination;
  - you may only obtain and we will supply our consumer credit reporting services at your Tier Level, provided that if particular services are only available, or only requested by you, at a lower Tier Level, we will supply those services at that lower Tier Level;

- e. you must contribute credit information to us at your Tier Level:
  - (i) for at least 50% of consumer credit accounts, on and from the date immediately prior to you obtaining supply of our consumer credit reporting services; and
  - (ii) for all consumer credit accounts and portfolios:
    - A. if you are not a signatory to the PRDE, on and from the date which is 12 months from the commencement of supply of our consumer credit reporting services; and
    - B. if you are a signatory to the PRDE, on and from the date which is 12 months from the earlier of your Effective Date and the commencement of supply of our consumer credit reporting services (unless the commencement of supply of our services is more than 12 months after your Effective Date, in which case contribution for all credit accounts and portfolios is on and from the commencement of supply of our services);
- f. without limiting your obligations under sub-section (e), if and when you nominate a higher Tier Level under this section 5.8, you must contribute credit information at the higher Tier Level:
  - (i) for at least 50% of consumer credit accounts, prior to you obtaining supply of our consumer credit reporting services at the higher Tier Level; and
  - (ii) for all consumer credit accounts and portfolios, within 12 months of nomination of the higher Tier Level; and
- g. if your Tier Level is comprehensive information, you must subject to sub-sections 5.8(e) and (f), contribute RHI for all credit accounts which are open as at the date at which contribution of RHI by you is first required (First Contribution) under this section 5.8, for a period of three calendar months prior to the date of First Contribution, or alternatively, supply over three consecutive months to then amount to First Contribution by you, and thereafter, all credit accounts and portfolios on an ongoing basis.

5.9 If you are a credit provider that is not a signatory to the PRDE, then:

- a. our consumer credit reporting services will not include the supply of CCLI or RHI contributed by PRDE signatories, or personal information derived from such CCLI or RHI, as described in section 5.7(b) above;
- b. our consumer credit reporting services may not include the supply of any CCLI or RHI, or associated derived information. We may in our discretion offer from time to time consumer credit reporting services that include the supply of CCLI and RHI contributed by non - PRDE signatories, and/or derived information. If our consumer credit reporting services you use do not include the provision of CCLI or RHI, your nominated Tier Level shall be deemed to be Negative Information; and
- c. we encourage you to contribute credit information to us in compliance with the Australian Credit Reporting Data Standards (ACRDS).

5.10 If you are, or become, a signatory to the PRDE, then:

- a. each party warrants that it has executed and will give effect to the Deed Poll referred to in the PRDE;
- b. you must contribute credit information to us at your Tier Level, in accordance with section 5.8 and the Participation Level Threshold specified in the PRDE, subject to the materiality exceptions in paragraphs 29 to 33 of the PRDE, and any recommendation by the Industry Determination Group or decision by the Eminent Person as referred to in the PRDE;
- c. you must:
  - (i) contribute credit information to us in compliance with the ACRDS; or
  - (ii) have engaged us to convert the credit information into an ACRDS-compliant format;
- d. each party agrees to adhere to the Publication Timeframe (as defined in the PRDE) for use of the ACRDS;
- e. if you have specified any Designated Entity or Entities in accordance with the PRDE, section 5.8 applies separately in respect of any such Designated Entity or Entities as if each were a separate entity. For the avoidance of doubt, if a Designated Entity is your related body corporate, that Designated Entity is subject as a separate entity to all of the provisions of this agreement and you warrant that you have entered into this agreement on that Designated Entity's behalf;
- f. each party agrees to comply with its reporting and compliance obligations under Principle 5 of the PRDE, and may disclose information to the extent necessary to comply with those obligations; and
- g. if and to the extent that there is an inconsistency between a provision of this agreement and a provision in the PRDE, to the extent necessary to resolve the inconsistency, the provision in the PRDE prevails.

5.11 Where you are required to contribute Negative Information for any of the three Tier Levels under section 5.8 above, you must contribute the following types of credit information: (i) identification information; (ii) default information; (iii) payment information; and (iv) new arrangement information.

## 6. Our charges

### 6.1 You must pay us:

- a. any annual or other periodic fee we charge for any of our information services that you use. We may charge such fees in advance;
- b. our current charges for any information service you use on the basis we set out in our invoice; and
- c. GST on our fees and charges.

We will tell you our current fees and charges before you use an information service, for example in our price list or proposal. We will send you invoices for all our fees and charges.

- 6.2 We may change our fees and charges from time to time, upon 45 days prior notice to you.
- 6.3 If you do not pay us by the due date for payment, we may:
- a. require you to pay the whole of the amounts outstanding by you to us, which immediately become due and payable;
  - b. require you to pay a late payment fee of 1.5% of the amount outstanding at the due date;
  - c. charge interest on the amount overdue at 2% per month from the due date for payment until the date on which the debt is paid;
  - d. require you to pay us any costs for agents incurred in recovering money you owe us, including commissions and legal costs on a solicitor-client basis; and/or
  - e. list information about the default with any credit reporting body.
- 6.4 You agree to keep confidential the terms and conditions of supply of our services to you, including our fees, charges and pricing arrangements, under this and any other agreement between us, except to the extent that such terms are generally known to the public, other than as a result of your failure to comply with the obligations of confidentiality in this agreement.
- 7. Term, termination and suspension**
- 7.1 This agreement continues, and in the case of an annual subscription, automatically renews each year for another year (unless expressly agreed to be a longer or shorter period as the case may be), unless and until either of us terminates it at any time by giving 30 days written notice to the other. Any outstanding charges for our services up to and including the date of termination, will be payable by you upon cancellation. Any subscription fees will be payable (in the case of annual subscription fees, on a pro rata basis) up to and including for the full month in which the date of termination falls,
- 7.2 If this agreement is terminated, sections 3, 4.3, 5.4, 5.5, 6.3, 6.4, 7, 8, and 9 survive termination.
- 7.3 We may withhold, suspend or terminate any of our information services to you immediately
- a. if you do not pay our fees and charges for any service, or breach clause 3.1;
  - b. if we reasonably believe you are not complying with any of your other obligations under this agreement, or there is non-compliance with any obligations under any other agreement you or any of your Related Bodies Corporate have with us or any of our Related Bodies Corporate, and this noncompliance is not capable of remedy or, if it is capable of remedy, it is not rectified within 14 days after we have notified you of the non-compliance;
  - c. if we terminate any other agreement you or any of your Related Bodies Corporate have with us or any of our Related Bodies Corporate, for breach of any obligation under that agreement, in accordance with that agreement; or
  - d. if we reasonably believe that you are not complying with your legal obligations in respect of the information that we supply you.
- 8. Compensation and liability**
- 8.1 When we provide the information services to you, we rely on information provided to us by others. While we always aim to provide quality information to you, you understand that we do not independently check all information supplied to us, or the compilation of information by our systems, and that information may become out of date.
- 8.2 You understand that you are responsible for assessing the value of the information we provide you, and for the business decisions that you make, regardless of whether you base them on the information we supply.
- 8.3 To the extent we are able to at Law, we exclude all statutory or implied representations, conditions, warranties and terms relating to the information services or this agreement. We do not exclude any such representations, conditions, warranties or terms to the extent we are prohibited by Law from doing so (including under the Australian Consumer Law).
- 8.4 We are not liable to you or to anyone else for:
- a. any loss or damage arising out of, or in connection with, the information we provide to you (including loss of profit, revenue or business or indirect, consequential, special or incidental loss or damage); or
  - b. any indirect or consequential loss or damage arising out of or in connection with this agreement or our services (including loss of profit, revenue or business or special or incidental loss or damage), however such loss, damage or liability arises or might arise (including in contract, tort (including negligence), under statute or in equity) if it were not for this section. Our total aggregate liability for any loss or damage not excluded under this clause 8.4 is limited to the amount of fees and charges paid by you for the information services under this agreement in the 12 months immediately prior to the event giving rise to the liability. This exclusion and limitation do not apply to the extent the Law prohibits us excluding or limiting our liability (including under any statutory or implied representation, condition, warranty, term or guarantee that we are unable to exclude by Law).
- 8.5 Our total liability for any loss or damage under any statutory or implied representation, condition, warranty, term or guarantee that we are unable to exclude by Law (including under the Australian Consumer Law), is limited to the extent permitted by Law, to us re-supplying the services to you, or, at our option, us refunding to you the amount you have paid us for the information service to which your claim relates.

- 8.6 You indemnify us for any loss we suffer or liability we incur because:
- a. any information you give us is not accurate, up to date or complete or is otherwise misleading;
  - b. you have not updated default information or credit information you have given us so that the default information or credit information we hold at any given time is not accurate, up to date, or complete or is otherwise misleading; or
  - c. of any misuse of the information services or the information we supply you; or
  - d. of any breach by you of clause 9.3, or any breach by a Third Party of the Third Party's obligations referred to in clause 9.3.
- 8.7 You agree to provide us with reasonable co-operation (at your own expense) in the handling of disputes, complaints, investigations or litigation involving a third party, that arise as a result of your use of our services including disputes, complaints, investigations or litigation that arises out of or relates to default information or credit information you have given us. Your co-operation includes but is not limited to providing us in a timely manner with relevant documents, access to relevant employees or any other reasonable assistance that may be required in the course of dealing with such matters, and may in some circumstances involve you being joined as a party to any litigation as well as or instead of us.
- 8.8 In this section 8, references to "we" and "us" include our officers, employees, contractors and agents.
- 9. General**
- 9.1 You agree to comply with the Privacy Act (whether it expressly applies to you or not), including in relation to the collection, use, disclosure, quality, storage, security and destruction or deidentification of personal information, and all other Laws that apply to the information that we provide to you, or you provide to us, or to your use of our information services (and to maintain documentation to demonstrate your compliance). This includes compliance with the following matters:
- a. compliance with the Australian Privacy Principles, Part IIIC and Part IIIA of the Privacy Act, as applicable;
  - b. in the case of default information:
    - (i) the debt is not statute barred and that there is no other legal impediment (such as orders or injunctions, final or interlocutory) to the collection of the debt in question;
    - (ii) the debt has not been sold or assigned prior to listing; and
  - c. all information provided by you to us has been collected and disclosed to us in accordance with valid consents or notices (including on behalf of us), as required under the Australian Privacy Principles or Part IIIA of the Privacy Act as applicable.
- 9.2 Without limiting clause 9.1 or clause 2.7, you must apply such administrative, technical and physical security measures as are reasonable in the circumstances and that meet industry standards, to protect: (a) any Identifiers we give you to use or access our information services; (b) your (including your users') access to our information services and to any personal information held by us; and (c) any such personal information that is accessed by or provided to you and held by you or under your control; from misuse, interference and loss, and unauthorised access, modification or disclosure ('compromise'). You must notify us immediately if you become aware of, or suspect, any compromise of any such Identifiers and/or your access referred to in subclause (b). You must fully co-operate with us and promptly provide upon request access to your systems and/or documentation in connection with the conduct by us of any assessment or investigation of any such compromise.
- 9.3 Where we disclose personal information to you (including to any person at your direction); outside Australia, you must:
- a. comply with clause 9.1 in relation to the personal information as if you were subject to the Privacy Act (excluding compliance with Australian Privacy Principle 1 if you do not have an Australian link);
  - b. notify us immediately if you become aware of, or suspect, any unauthorised access to, disclosure of, or loss of, any such personal information ("Data Breach"), whether in the control or possession of you or any Third Party, and provide full details of the Data Breach;
  - c. take all reasonable steps to ensure that any Third Party complies with this clause 9.3 in relation to the personal information, as if references to you were references to the Third Party, and references to us were references to you;
  - d. fully co-operate with us and promptly provide upon request access to your systems and/or documentation in connection with the conduct by us of any assessment or investigation of a Data Breach;
  - e. co-operate with us in relation to any provision, notification or publication of a statement in respect of the Data Breach under sections 26WK and 26WL of the Privacy Act; and
  - f. provide on request, evidence of compliance with this clause 9.3.

- 9.4 If we ask you to, you agree to provide us, on not less than 5 business days' notice, with access to your systems and/or documentation so that we can check your compliance with this agreement and in some cases aspects of the Privacy Act. You are not required to provide information to us to the extent that doing so would cause you to breach the confidence of a third party or would cause you to breach the Privacy Act.
- 9.5 We may add or withdraw any service and modify or otherwise change any service :
- a. without notice to you where this is necessary to comply with Law or because of a change of Law, or any other event outside of our reasonable control; and
  - b. for any reason upon provision to you of not less than 45 days' notice.
- 9.6 We may vary the terms and conditions of this agreement at any time:
- a. upon provision to you of notice where this is necessary to comply with Law or because of a change of Law; and
  - b. for any reason upon provision of not less than 45 days' notice to you
- 9.7 Neither of us is liable for a failure or delay in performing an obligation under this agreement to the extent the failure or delay is because of an event beyond our reasonable control. If either of us is affected in this way, each of us will use our reasonable endeavours to minimise delays or interruptions.
- 9.8 Where we have used the word "includes" or "including" or "for example", these words do not have a limiting effect.
- 9.9 Where we have referred to any legislation or a provision of any legislation, it includes that legislation or provision as from time to time re-enacted or otherwise amended.
- 9.10 We will send invoices and notices to either the last postal address, fax number or email address you have given to us. You must tell us if you change any contact details.
- 9.11 You agree you will not transfer your rights or obligations under this agreement to any other person without first getting our written consent. We will not unreasonably withhold our consent.
- 9.12 No delay or failure to exercise a right under this agreement prevents the exercise of that or any other right on that or any other occasion.
- 9.13 If any term of this agreement is unlawful and unenforceable, it will be severed from this agreement and the rest of this agreement remains in force.
- 9.14 This agreement supersedes any other agreement you have with us for our information services unless we agree otherwise in writing.
- 9.15 This agreement is governed by the Laws of New South Wales and both parties submit to the non-exclusive jurisdiction of the courts of that state.

**These Terms and Conditions were last updated in June 2022.**

## Direct debit request

Request and authority to debit the account name below to pay Equifax Australia Information Services and Solutions Pty Limited

### Request and authority

Surname or company name

### To debit

Given names or ACN/ ARBN:

Request and authorise **Equifax Pty Limited** (user ID 093019) to arrange for any amount **Equifax Australia Information Services and Solutions Pty Limited (ABN 26 000 602 862)** may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified below, subject to the terms and conditions of the Direct Debit Request service agreement [and any further instructions provided below]

## Bank Account

Please provide details of the financial institution at which account is held

Financial Institution Name

Financial institution address

Please provide details of the account to be debited

Name of account

BSB number (6 digits)

Account number (9 digits)

## Manual Invoice

## Invoice/billing contact

|                                       |  |
|---------------------------------------|--|
| Name                                  |  |
| Position/Designation                  |  |
| Phone                                 |  |
| Email address for invoices to be sent | <b>Please use the business email address. Generic email address like gmail.com, yahoo.com cannot be accepted. Otherwise, provide two forms of identification that are notarised by a Justice of the Peace (JP)</b> |

## Acknowledgment

By signing this Direct Debit Request you acknowledge having read and understood the terms and conditions governing the debit arrangements outlined below between you and **Equifax Australia Information Services and Solutions Pty Limited**, as set out in this request and in your Direct Debit Request service agreement.

|                                   |     |       |      |
|-----------------------------------|-----|-------|------|
| Date of approval                  | Day | Month | Year |
| Full name of authority            |     |       |      |
| Position/Designation of authority |     |       |      |
| Signature/s                       |     |       |      |
|                                   |     |       |      |

If joint account all signatures may be required

# Direct Debit Request service agreement

## Definitions:

Account means the account held at your financial institution from which we are authorised to arrange for funds to be debited.

Agreement means this Direct debit Request service agreement between you and us.

Business day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Debit Day means the day that payment by you to us is due. Debit payment means a particular transaction where a debit is made.

Direct Debit Request means the Direct Debit Request between us and you (and includes any form PD-C approved for use in the transitional period).

Transitional Period means the period commencing on the industry implementation date for Direct Debit Requests (currently 31st March 2000) and concluding 12 calendar months from that date.

Us or we means Equifax Australia Information Services and Solutions Pty Limited (ABN 26 000 602 862), you have authorised by signing a Direct Debit Request.

You means the subscriber who signed the Direct Debit Request.

Your Financial Institution is the financial institution where you hold the account that you have authorised us to arrange to debit.

### 1. Debiting your account

- 1.1 By signing a Direct Debit Request, you have authorised us to arrange for funds to be debited from your account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between us and you.
- 1.2 We will only arrange for funds to be debited from your account as authorised in the Direct Debit Request
- 1.3 If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the following business day.
- 1.4 If you are unsure about which day your account has or will be debited you should ask your financial institution.

### 2. Changes by us

- 2.1 We may vary any details of this agreement or a Direct Debit Request at any time by giving you at least fourteen (14) days written notice.

### 3. Changes by you

- 3.1 Subject to 3.2 and 3.3, you may change the arrangements under a Direct Debit Request by contacting us on [re\\_accountsreceivable.AU@equifax.com](mailto:re_accountsreceivable.AU@equifax.com).
- 3.2 If you wish to stop or defer a debit payment you must notify us in writing at least seven (7) working days before the next debit date. This notice should be given to us in the first instance.
- 3.3 You may also cancel your authority for us to debit your account at any time by giving us seven (7) days notice in writing before the next debit day. This notice should be given to us in the first instance.
- 3.4 Opting for Credit Card - Visit [equifax.com.au](http://equifax.com.au) and follow path -> Login, Select a Service, Pay Invoice by Credit Card.  
\* A 1.6% surcharge applies when paying by Visa, Mastercard or American Express.
- 3.5 Opting for Direct Debit - makes you eligible for the discounts. Depending on the pricing tier you are on. Tiers 1-4 get a \$10 discount, Tiers 5-7 get \$27 off their monthly sub fee.  
\* This applies when you are on the standard sub fee (not if you are on special sub fee rates)

**Last updated in November 2023.**



## Supplementary Terms for Authorised Access Seeker Customers

These supplementary terms and conditions apply to the provision by Equifax of credit reporting information about an individual to you as access seeker on behalf of that individual ("access seeker services"), in addition to the Terms of Supply.

1. Where you are an access seeker in relation to credit reporting information about an individual within the meaning of section 6L(1)(b) of the Privacy Act ("access seeker"), Equifax will provide you upon request with credit reporting information about that individual that is available as part of the access seeker services to which you subscribe.
2. You must ensure that you are an access seeker within the meaning of section 6L(1)(b) of the Privacy Act in relation to credit reporting information about each individual who is the subject of a request you make for access pursuant to the access seeker services. Without limitation, you must ensure for every request that:
  - a. the request is for access to credit reporting information about an individual who:
    - (i) you are assisting to deal with a credit reporting body or credit provider; and
    - (ii) has authorised you, in writing, to make the request in relation to his/her credit reporting information (or you are a person referred to in section 6L(3) of the Privacy Act),  
  
in accordance with section 6L of the Privacy Act. You must not seek or request access to any other credit reporting information through the access seeker services; and
  - b. you are not a person referred to in section 6L(2) of the Privacy Act.
3. If requested by Equifax, you will promptly provide Equifax with a copy of the written authorisation or authorisations pursuant to which you request access to credit reporting information about an individual or individuals as access seeker, and any other information or evidence required by Equifax to satisfy itself, acting reasonably, of your identity, the identity of the individual or individuals whose credit reporting information you request, and that you comply with the definition of an access seeker under section 6L(1)(b) in relation to credit reporting information about the individual or individuals.
4. You warrant that you have taken and will continue to take all necessary steps and have obtained and will continue to obtain all necessary consents, in accordance with the Privacy Act and other applicable Law, to enable you to comply with your obligations under this agreement relating to access to and disclosure and use of information provided as part of the access seeker services.
5. You must take all necessary steps to ensure that you have verified the identity of the individual whose credit reporting information is the subject of the access seeker services you request. Without limitation, you must comply with Equifax's requirements, as set out from time to time in any procedures or instructions provided in connection with the access seeker services, for identification of individuals whose credit reporting information is the subject of a request for access (whether by the individual or an authorised access seeker).
6. Equifax will not provide you with credit reporting information or the Services in the circumstances specified in paragraph 19.1 of the Privacy (Credit Reporting) Code 2014 ('CR Code'), section 20R(2) of the Privacy Act, or in other circumstances excusing or prohibiting the provision of such information specified in the Privacy Act, the CR Code or other applicable laws.
7. In requesting the access seeker services, you are sending personal information of the individual to whom the access seeker services relate to Equifax. You agree to make sure that you are providing accurate, up to date, complete and not misleading information. You must notify the individual at or before the time you request the access seeker services that:
  - a. Equifax is collecting the individual's personal information provided by you to Equifax in connection with your request for access seeker services;
  - b. (b) Equifax and its related companies may use and disclose such personal information to manage the provision of credit reporting information and the access seeker services, and to undertake data management for quality related purposes;
  - c. the Equifax privacy policy is available on the Equifax website at [equifax.com.au/privacy](https://equifax.com.au/privacy), and contains information about how Equifax handles personal information (other than credit reporting information), including how an individual may access his or her personal information held by Equifax and its related companies and seek the correction of that information, and how an individual may complain about a breach of the Australian Privacy Principles and how Equifax and its related companies will deal with such a complaint; and
  - d. that the Equifax Credit Reporting Policy contains information about how Equifax collects and handles credit reporting information and is available on the Equifax website at [equifax.com.au/credit-reporting-policy](https://equifax.com.au/credit-reporting-policy).
8. You may only use or disclose the credit reporting information supplied to you as part of the access seeker services for purposes permitted by the Privacy Act and other applicable laws, and in accordance with the written authorisation of the individual whose credit reporting information is the subject of your request for access seeker services.

9. Without limiting clauses 2 and 8:
  - a. Under no circumstances will you use or disclose any credit reporting information provided as part of the access seeker services for the purposes of direct marketing;
  - b. You warrant that if you are affiliated with a credit provider, mortgage or trade insurer, or a person prevented from being a credit provider under the Privacy Act, it is operated by an entity separate from you;
  - c. Except as required by law, you will destroy or de-identify all credit reporting information obtained as part of the access seeker services once it is no longer needed by you for the purposes for which you may use or disclose it.
10. You agree that Equifax may from time to time conduct an audit or review of your use of the access seeker services and your compliance with these supplementary terms and conditions and the Privacy Act, and if Equifax does so you will co-operate and provide, at your expense, all assistance and access to information, systems and personnel that Equifax reasonably requests.
11. You acknowledge that any failure to comply with these supplementary terms and conditions may result in Equifax suspending or terminating access to the access seeker services, in accordance with clause 7.3 of the Terms of Supply.
12. Please note that under the Privacy Act, where you are an access seeker under section 6L(1)(b) in relation to credit reporting information about an individual you may be entitled to access credit reporting information that we hold about that individual without a fee. The Equifax Credit Reporting Policy contains information about how we handle credit reporting information, and is available here at [equifax.com.au/credit-reporting-policy](http://equifax.com.au/credit-reporting-policy)

**Current as at November 2023.**

## Acceptance

By signing below you acknowledge having read and understood the supplementary terms and conditions set out above governing the supply by Equifax Australia Information Services and Solutions Pty Limited of access seeker services to you as authorised access seeker.

|                                   |     |       |      |
|-----------------------------------|-----|-------|------|
| Full Name/Company Name            |     |       |      |
| Date of acceptance                | Day | Month | Year |
| Your name                         |     |       |      |
| Position/Designation of authority |     |       |      |
| Signature/s                       |     |       |      |

Who warrants he/she has the capacity to accept these Supplementary Terms