

# Consumer Information Booklet

This Consumer Information Booklet is provided to assist Consumer understanding of the securing of funds from Rapid Loans. Each funding arrangement with Rapid Loans may be a Medium Amount Credit Contract or a Longer Term/Larger Amount Credit Contract. It is not intended to imply or warrant that this booklet's contents constitute a complete explanation, nor is it intended to be a replacement or substitute for the obtaining of independent legal and financial advice.

This booklet should be read in conjunction with the Pre-Contractual Statement and the Credit Contract, before you sign any documents.

## Definitions

Funds	Means the amount provided by Rapid Loans, exclusive of the cost of credit.
Funds Secured	Means funds provided by Rapid Loans to the Consumer, plus the cost of credit, as detailed in the Credit Contract, plus all fees and charges incurred by way of one or more defaults, if any.
Assets	Means the item/s offered as security in association with the Credit Contract and detailed in the Security Interest or Mortgage document.
Business Day	Means a day other than a Saturday or Sunday or a public holiday.
Security Interest	Means the interest taken over the Assets detailed in the Security Interest or Mortgage document to secure payment of the debt and obligations under the Credit Contract, and enabling Rapid Loans to take possession and dispose of the Asset/s to recover the funds, should the Consumer default on the payment instalments.
Cost of Credit	The fees and interest (annual cost rate) that is charged by Rapid Loans in providing the credit.
Consumer	Means the individual person or people, or business, who receive the funds from Rapid Loans, as the funds provider.
Credit Contract	Means the credit contract which you are considering entering into, which may be a Medium Amount or a Longer Term/Larger Amount Credit Contract.
Default Fees and Charges	Means those fees and charges that arise when the Consumer has defaulted by not providing payment due on time, as prescribed in their Credit Contract.
Direct Debit Request	Means the form authorising Rapid Loans to debit funds from the Consumer's bank account under the terms of the Direct Debit Request Service Agreement.
Collections Agent	Means the collection agent that Rapid Loans may appoint to recover the funds should the Consumer be in default in the performance of their obligations under their Credit Contract or Security Interest or Mortgage.
Payment (Instalments)	Means funds paid by the Consumer, or debited directly from the Consumer's bank account, on prescribed dates, to discharge the Consumer's financial obligations under their Credit Contract.
Rapid Loans	Means Rapid Loans Pty Ltd ACN 103 660 546, Australian Credit Licence 388847, registered address: 1924 Gold Coast Highway, Miami QLD 4220.
Insurance	Means an insurance taken over the Assets, prescribed in the Security Interest or Mortgage and the Credit Contract, as deemed suitable by Rapid Loans.
Arrears Interest	Means interest charged on the outstanding amount/s associated with a Medium Amount Credit Contract or a Longer Term/Larger Amount Credit Contract, for the period following a default.
Mortgagor	Means the Consumer providing security under a Security Interest or Mortgage.
Mortgagee	Means Rapid Loans, being the recipient of the benefit of security under a Security Interest or Mortgage.
Secured Property	Being that property which is the subject of the Security Interest or Mortgage which secures the funds.

## Consumer Information Booklet

### Rapid Loans Pty Ltd's Credit Guide

As an intending borrower, we provide you with the following Credit Guide, which must be provided to you in writing, in accordance with Section 126 of the *National Consumer Credit Protection Act 2009*.

#### Licensee's name, contact details and Australian Credit Licence Number (being a Credit Provider):

Rapid Loans Pty Ltd ACN 103 660 546  
1924 Gold Coast Highway Miami QLD 4220  
PO Box 429, Miami QLD 4220  
Ph: 1300 727 431  
Fax: 1300 765 608  
Email: [customer-service@rapidloans.com.au](mailto:customer-service@rapidloans.com.au)  
Australian Credit Licence Number: 388847

#### Licensee's procedure for resolving disputes:

In the event of any complaint, dispute or hardship issue, please first contact our Internal Dispute Resolution department on the contact details below. All disputes or hardship complaints to our IDR department are treated seriously and promptly and this service is offered at no charge to you.

#### Internal Dispute Resolution Contact Details:

IDR Manager, PO Box 429 Miami QLD 4220; Ph: 1300 727 431;  
Fax: 1300 765 608; Email: [IDR@rapidloans.com.au](mailto:IDR@rapidloans.com.au)

#### External Dispute Resolution procedure:

In the unlikely event that your complaint or dispute is not settled with our IDR department to your satisfaction, you may then contact our External Dispute Resolution organisation as set out below.

#### External Dispute Resolution (EDR) Contact Details:

Financial Ombudsman Service Limited; [www.fos.org.au](http://www.fos.org.au); GPO Box 3, Melbourne VIC 3001; Ph: 1800 367 287; Fax: (03) 9613 6399.

A copy of our final assessment of your loan application is available for you on your request (in accordance with Section 132, National Consumer Credit Protection Act 2009). This will be provided at no charge to you.

#### Recommendation of contract unsuitability details:

- Under Sections 128 and 129 of the National Consumer Credit Protection Act 2009, we are obliged to assess if the credit contract you seek is unsuitable.
- Under Section 131, we are obliged to advise you that we will not participate in the arrangement of a loan for you, if that loan would be unsuitable, "unsuitability" being assessed on the following:

- a) Whether or not you will be able to comply with the financial obligations under the contract, without substantial hardship, if at all;
- b) Whether or not the contract will meet your requirements and objectives;
- c) Whether or not the contract meets requirements imposed by regulation, from time to time;
- d) It involves us, as a credit provider, making enquiry about your financial circumstances;
- e) According to whether or not we believe the information to be true.

This process involves us, as a credit provider, making enquiries about your financial circumstances and assessing whether or not the information available is accurate.

#### Privacy

Under the Commonwealth Privacy Act 1988 (as amended), including Sections 6N, 18E and 21C, Rapid Loans is encouraged to collect more information concerning consumers, their credit history and current circumstances than ever before. If you proceed with your loan application, please read carefully the detail in the Your Privacy and the Provision of Credit agreement, which Rapid Loans will give you.

Should you successfully proceed with your loan application and there is ever an issue concerning privacy, please request a copy of Rapid Loans' Credit Information (Privacy) Management Policy. This policy details your rights and the procedures to be followed to address your concerns.

#### General Advice

If you proceed with your loan application, you will be provided with extensive documentation. Please do not get annoyed with Rapid Loans. The Federal Government, fully supported by the Opposition, has made a number of laws and regulation insisting on all this documentation.

When you receive the documentation, please remember that the Government and the Opposition expect you to read every word and ask any and all questions you might have of Rapid Loans, to ensure you fully understand what all the documents say and mean.

When you sign your contract – it will be legally stated and assumed by Rapid Loans that you have read everything and that you completely understand everything.

If you do not, please do not sign the contract offered. Once you sign the contract, it is legally binding on you.

We hope this information is of assistance and thank you for your credit enquiry.

## Consumer Information Booklet

# Rapid Loans Pty Ltd Form 5 - Information Statement

## Things You Should Know About Your Proposed Credit Contract

This statement tells you about some of the rights and obligations of yourself and Rapid Loans Pty Ltd, Australian Credit Licence: 388847 ("Rapid Loans"), your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact Rapid Loans and, if you still have concerns, Rapid Loans' external dispute resolution scheme, or get legal advice.

### THE CONTRACT

#### 1 How can I get details of my proposed credit contract?

Rapid Loans must give you a pre-contractual statement containing certain information about your contract. The pre-contractual statement, and this document, must be given to you before:

- your contract is entered into; or
  - you make an offer to enter into the contract;
- whichever happens first.

#### 2 How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to Rapid Loans, you must be given a copy to keep. Also, Rapid Loans must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if Rapid Loans has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to Rapid Loans and ask for one. Rapid Loans may charge you a fee. Rapid Loans has to give you a copy:

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

#### 3 Can I terminate the contract?

Yes. You can terminate the contract by writing to Rapid Loans so long as you have not obtained any credit under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

#### 4 Can I pay my credit contract out early?

Yes. Pay Rapid Loans the amount required to pay out your credit contract on the day you wish to end your contract. Please note that this will include the full amount borrowed, plus any fees and charges incurred up to that date and may also include fees covering the remainder of the term.

#### 5 How can I find out the pay out figure?

You can write to Rapid Loans at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Rapid Loans must give you the statement within 7 days after you give your request to Rapid Loans. You may be charged a fee for the statement.

#### 6 Will I pay less interest if I pay out my contract early?

Yes you may, where interest is charged, as stated in the credit provider's contract. However, where you are borrowing under a credit contract where fees are charged and not interest, this will not apply. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

## Consumer Information Booklet

### Rapid Loans Pty Ltd Form 5 - Information Statement Things You Should Know About Your Proposed Credit Contract

#### 7 Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

#### 8 Will I be told in advance if my credit provider is going to make a change in the contract?

Rapid Loans will not change your contract without your permission except where the change reduces what you have to pay or the change happens automatically under the contract.

#### 9 Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to your credit provider (contact Rapid Loans' Internal Dispute Resolution Manager). Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact Rapid Loans' external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints.

Your credit provider's external dispute resolution provider is FOS and can be contacted at Ph: 1800 367 287, info@fos.org.au, www.fos.org.au, GPO Box 3, Melbourne VIC 3001.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

### INSURANCE

#### 10 Do I have to take out insurance?

You do not have to take out any credit/loan insurance.

### MORTGAGES

#### 11 If my contract says I have to give a mortgage, what does this mean?

A mortgage means that you give Rapid Loans certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to Rapid Loans.

#### 12 Should I get a copy of my mortgage?

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

#### 13 Is there anything that I am not allowed to do with the property I have mortgaged?

The law says you can not assign or dispose of the property unless you have Rapid Loans' or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or can not do with the property.

## Consumer Information Booklet

### Rapid Loans Pty Ltd Form 5 - Information Statement Things You Should Know About Your Proposed Credit Contract

#### 14 What can I do if I find that I can not afford my repayments and there is a mortgage over property?

See the answers to questions 18 and 19.

Otherwise you may:

- if the mortgaged property is goods -- give the property back to Rapid Loans, together with a letter saying you want Rapid Loans to sell the property for you;
- sell the property, but only if Rapid Loans gives permission first;

OR

- give the property to someone who may then take over the repayments, but only if Rapid Loans gives permission first.

If Rapid Loans won't give permission, you can contact their external dispute resolution scheme for help.

You should understand that you may owe money to Rapid Loans even after the mortgaged property is sold.

#### 15 Can my credit provider take or sell the mortgaged property?

Yes, if you have not carried out all of your obligations under your contract.

#### 16 If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. You have 7 days after receiving Rapid Loans' request to tell Rapid Loans. If you do not have the goods you must give Rapid Loans all the information you have so they can be traced.

#### 17 When can my credit provider or its agent come into a residence to take possession of mortgaged goods?

Rapid Loans can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

### GENERAL

#### 18 What do I do if I can not make a repayment?

Get in touch with Rapid Loans immediately. Discuss the matter and see if you can come to some arrangement. You can ask Rapid Loans to change your contract in a number of ways:

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

#### 19 What if my credit provider and I can not agree on a suitable arrangement?

If Rapid Loans refuses your request to change the repayments, you can ask Rapid Loans to review this decision if you think it is wrong.

If Rapid Loans still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 25.

## Consumer Information Booklet

### Rapid Loans Pty Ltd Form 5 - Information Statement Things You Should Know About Your Proposed Credit Contract

#### 20 Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

#### 21 Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

**If you have any complaints about your credit contract, or want more information, contact your credit provider. You must attempt to resolve your complaint with your credit provider before contacting your credit provider's external dispute resolution scheme. If you have a complaint which remains unresolved after speaking to your credit provider you can contact your credit provider's external dispute resolution scheme or get legal advice.**

**External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is FOS and can be contacted at phone: 1800 367 287, email: [info@fos.org.au](mailto:info@fos.org.au), [www.fos.org.au](http://www.fos.org.au), GPO Box 3 Melbourne, Vic 3001.**

**Please keep this information statement. You may want some information from it at a later date.**

## Consumer Information Booklet

### Questions and Answers Concerning Your Proposed Credit Contract

#### 1 How can I get details concerning a Credit Contract?

Rapid Loans will provide you with a Credit Contract, which provides comprehensive details but is not designed to replace, or discourage, the obtaining of professional advice.

#### 2 What will it cost me?

The Credit Contract amount and payments will be clearly specified by a member of the Rapid Loans' staff and will be detailed in the Credit Contract.

#### 3 What is the term of the Credit Contract?

The term will be mutually agreed on and clearly stated on your Credit Contract, as will the details concerning payment.

#### 4 When will I have to make the instalment payments?

If you agree to pay for your Credit Contract by instalments, the times for payment and the amount of the payments that you will have to make are set out in the Credit Contract.

#### 5 How can I get details of what my proposed Credit Contract entails?

Prior to you signing the Credit Contract, you will have been provided with a copy to read. Please carefully read this document before proceeding. It contains detailed information associated with the Credit Contract. A Rapid Loans' representative will also offer explanation, when discussing the Credit Contract with you and will be pleased to answer any questions you might have.

#### 6 Method of calculation of interest rate – credit contract

Rapid Loans has adopted the prescribed annual cost rate formula, in Section 32B of the National Credit Code.

Interest is charged on arrears at the rate of 0.1315% per day on the outstanding balance.

#### 7 What will I be charged if I am in default?

A Rapid Loans representative will explain the financial costs and penalties associated with default and these will be specified in the Credit Contract.

#### 8 If I am not sure of any aspect, should I obtain independent legal and financial advice before signing any document associated with this Credit Contract?

Yes.

## Consumer Information Booklet

### Questions and Answers Concerning the Security Interest/Mortgage

**1 If my Credit Contract requires the additional security of a Security Interest or Mortgage, what does this mean?**

The security interest or mortgage granted by you, means that you give Rapid Loans certain rights over any property you mortgage. If you default under your Credit Contract, Rapid Loans, as the funds provider, can exercise the Security Interest or Mortgage and can sell the mortgaged property. Please note: the proceeds of the sale, less the associated costs and less the amount you still owe under the Credit Contract, might not be enough to cover the total debt and you may still owe money to Rapid Loans.

**2 Should I get a copy of the Security Interest or Mortgage?**

Yes. Rapid Loans will provide a copy to you. If you lose this copy, Rapid Loans will provide you with another, on receipt of your request in writing.

**3 Is there anything that I am not allowed to do with the property I have charged or mortgaged?**

The law says, and the Security Interest or Mortgage also notes, that you cannot assign (give to someone else), or dispose of the property (sell or destroy) unless you have the funds provider's, or the court's, permission. You must also look after the property. Read the Security Interest or Mortgage document carefully, because it specifies the other terms and conditions about what you can or cannot do with the property.

**4 What can I do if I find that I cannot afford my repayments as prescribed in the Credit Contract, and there is a Security Interest or Mortgage over property?**

First, get in touch with Rapid Loans to discuss the matter and see if you can come to some arrangement, which may include:

- a) the variation of your Credit Contract;
- b) if the property involved is goods, give the property back to Rapid Loans, together with a letter saying you want Rapid Loans to sell the property for you;
- c) sell the property yourself, but only if you get written permission from Rapid Loans first;
- d) give the property to someone else, but only on the proviso that they negotiate with Rapid Loans, to take over responsibility for the payments under the Credit Contract and Security Interest or Mortgage.

If you cannot reach agreement with Rapid Loans, then you should contact FOS or seek professional legal advice.

You should understand that you may owe money to Rapid Loans, even after the mortgaged property is sold.

**5 Can Rapid Loans, as the funds provider, take or sell the mortgaged property?**

Yes, if you have not carried out all of your obligations under your Credit Contract.

**6 If Rapid Loans writes asking me where the mortgaged goods are, do I have to say where they are?**

Yes. You have seven (7) days after receiving Rapid Loans' request to tell them. If you do not have the goods, you must give Rapid Loans all the information you have so they can be traced.

**7 When can Rapid Loans or its agent come into a residence to take possession of mortgaged goods?**

Rapid Loans can only do so if it has the court's approval or the written consent of the occupier.

# Consumer Information Booklet

## Credit Information (Privacy) Management Policy

This policy has been developed to appropriately acknowledge the importance of, and assist in providing a framework for, the appropriate level of protection for consumer identification and credit information protection. The policy represents Rapid Loans Pty Ltd's commitment to compliance with the privacy laws and privacy code obligations.

### Concerning the collection, holding, use and disclosure of credit related personal information

We provide this policy in accordance with the Privacy Amendment (Enhancing Privacy Protection) Act 2012, hereafter referred to as the Privacy Act, detailing the lawful approach we take in the collection of information in our role as credit providers and in regard to the management and use of all information collected from our potential customers and actual customers, and all subsequent dealings with customer/consumer representatives, credit reporting bodies, and other entities listed in this policy.

#### Introduction

In the course of our business, we provide consumer credit, as defined in Section 6(1) of the Privacy Act. This credit being provided wholly or primarily for personal, family, or household purposes and, as a matter of business policy - no other use.

In the course of our business we seek to establish your credit worthiness. That means:

- a) your eligibility to be provided with consumer credit;
- b) your history in relation to consumer credit; and
- c) your capacity to repay an amount of consumer credit.

#### The kinds of credit information we collect and hold

In accordance with the industry's mandatory Credit Reporting Privacy Code, Obligation 5.1, we collect and hold credit reporting information, credit identification information, credit capacity information and personal information collected and held under Section 18 of the Privacy Act prior to 12 March 2014 and, thereafter, under Part IIIA of the Privacy Act.

Where personal information concerning an overdue payment is held and, where information concerning this overdue payment is presented to a credit reporting body, the amount overdue will be a minimum of \$150.

In accordance with Section 6 of the Privacy Act, we may collect and hold the following personal information:

- 1 identification information;
- 2 consumer credit liability information;
- 3 repayment history information;
- 4 a statement that an information request has been made to a credit reporting body, by a credit provider, in relation to your application for credit;

- 5 the type of consumer credit or commercial credit, and the amount of credit sought in an application that you have made to a credit provider, in connection with which that credit provider has made an information request concerning you;
- 6 overdue and default information concerning your current and/or previous loans;
- 7 payment information about you, including information concerning late payments;
- 8 information about new arrangements you may have made involving an existing credit contract;
- 9 court proceedings (civil) information about you;
- 10 personal insolvency information about you, as included on the National Personal Insolvency Index, which relates to bankruptcy, debt agreements, personal insolvency agreements and Sections 50 and/or 188 Bankruptcy Act directions and/or authorities;
- 11 publicly available information concerning your activities in Australia and your credit worthiness, including information recorded on the National Personal Insolvency Index;
- 12 any opinion that we might reach that you have committed a serious credit infringement in relation to consumer credit we have provided to you, with the circumstances specified on the file; and
- 13 unsolicited information that we may deem relevant to keep on file.

Explanation of some of the key elements listed above is as follows.

#### Identification information about you

To assist in protecting you against identity theft and to assist in reducing the opportunity for fraud, we may ask you for some or all of the following identification information:

- your full name;
- any alias or previous name/s;
- date of birth;
- sex;
- current address;
- 2 previous addresses (if any);
- name of current employer; or
- name of last known employer; and
- driver's licence number.

#### Consumer credit liability information

We collect and hold consumer credit liability information, including:

- the name of the credit provider;
- whether or not the credit provider holds an Australian Credit Licence;
- the type of consumer credit;

## Consumer Information Booklet

### Credit Information (Privacy) Management Policy

- the day on which the consumer credit was entered into;
- the terms or conditions of the consumer credit which relate to the repayment of that credit and anything that may be prescribed by regulation;
- the maximum amount available under the consumer credit; and
- the day on which the consumer credit is terminated, or otherwise ceases to be in force.

#### Repayment history information

If and when we provide consumer credit to you, the following information about you as a consumer may be collected and held:

- whether or not you have met monthly repayment obligations;
- the date on which the monthly payment is due and payable; and
- if you make payments after the due and payable day, the day on which you actually made the payment.

#### Overdue and Default information

We collect and hold information about any payment that is overdue and, under Section 88 of the National Credit Code, Regulation 86 of the National Consumer Credit Protection Regulations 2010 and Section 6Q of the Privacy Act, that:

- you are overdue in making the payment;
- you have received a written notice from us advising you of the overdue amount and requesting payment of the amount;
- the Statute of Limitations does not prevent us from recovering the amount; and
- where the amount overdue is \$150 or more, it is sufficient to list on your file with a credit reporting body. Any amount will be listed on the file we maintain concerning your identification and credit information.

#### Court proceedings

We may collect and hold information that is given or made against you in civil court proceedings that relate to any credit that has been provided to you, or for which you have applied.

#### How we collect credit information

We collect credit information from 6 possible sources:

- 1 from you;
- 2 from the documentation we request and you provide;
- 3 from credit reporting bodies;
- 4 from people or organisations you permit us to contact, to verify your credit relevant details;
- 5 from other credit providers; and

- 6 from information about you publicly available, including court and tribunal reports and decisions.

Please note, depending on circumstances, we may choose not to seek information from all these sources to assess your credit application.

#### How we hold credit information securely

In all circumstances, we take reasonable steps to protect your information from misuse, loss, interference, unauthorised access, modification or unauthorised disclosure. We choose not to provide further detail, for security reasons. Further protection detail can be provided to you verbally, on request.

#### The kinds of credit eligibility information that we hold

This is credit reporting information and CP derived information about you that may be disclosed to us by a credit reporting body, under Division 2 of Part IIIA of the Privacy Act.

#### How we hold credit eligibility information

Hard copies are held in a locked environment, with other security protection after business hours and electronic copies are held in a secure environment, with the application of appropriate passwords and other computer and software security techniques.

#### The credit reporting bodies

We may provide information to and request information from Equifax, a credit reporting body and from Dun & Bradstreet, a credit reporting body. If you have a need to contact those bodies, the contact details are:

Equifax (formerly Veda)  
Telephone: 138 332  
Website: [www.mycreditfile.com.au](http://www.mycreditfile.com.au)

Dun & Bradstreet  
Telephone: D&B Public Access Centre on 1300 734 806  
Email [pac.austral@dnb.com.au](mailto:pac.austral@dnb.com.au)  
PO Box 7405 St Kilda Road, Melbourne Vic 3004  
Website: <https://www.checkyourcredit.com.au>

You may contact the body if:

- a) you believe that the information they have on their file about you needs amendment or correction; and/or
- b) you want the body to hold off disclosing any information from their file about you because, on reasonable grounds, you believe that you have been, or are likely to be, a victim of fraud; and/or
- c) you do not want the body to use their credit reporting information for the purposes of pre-screening for direct marketing by a credit provider.

# Consumer Information Booklet

## Credit Information (Privacy) Management Policy

### Notifiable matters

From time to time we may have notifiable matters we wish to communicate to you. A brief description of these notifiable matters, if any, and information on our credit reporting, is included on our website. At any time you may request a hard copy, or emailed copy, of the notifiable matters from time to time included on our website.

### Transfer of information between us and Equifax and/or Dun & Bradstreet, the credit reporting bodies

This information transfer is permitted under Division 2 of Part IIIA of the Privacy Act 2012. The information involved is the credit-related personal information that a credit reporting body may provide about you, to assist us to assess your credit worthiness. This information is relevant for use in establishing your eligibility for consumer credit.

Please note that the company may contract with Equifax and/or Dun & Bradstreet to have part or all of this information provided, from time to time, in accordance with company policy. This information has been provided to Equifax and/or Dun & Bradstreet by credit providers with whom you have had contact, and includes:

- a) information about you after you turned 18, except identification information;
- b) credit applied for and/or supplied in Australia;
- c) your repayment history; and
- d) any default information.

If we provide a loan to you and you fail to meet your repayment obligations, or commit a serious credit infringement, we may be entitled to disclose this to the credit reporting body and it will be included on the file they hold about you.

### The purposes for which we collect, hold, use and disclose credit information and credit eligibility information

The consumer credit-related purposes for which we collect, hold, use and disclose information are:

- 1 to assess your application to us for consumer credit; and
- 2 to collect payments that are overdue in relation to consumer credit we may have provided you; and
- 3 to collect payments that are overdue in relation to consumer credit provided by another credit provider, under a credit contract that has been assigned to us by that other credit provider [in accordance with Sub-sections 6K(2) and (3)].

In accordance with section 21M, we will disclose relevant and permitted information to debt collectors.

### Use of credit eligibility information

In accordance with Section 21G, we use credit eligibility information for the following purposes:

- 1 credit related purposes involving you; or
- 2 permitted reporting of information to a credit reporting body; or
- 3 in connection with what we reasonably believe is a serious credit infringement that you may have committed; or
- 4 for a use prescribed by a court, or tribunal, or regulations.

We will disclose this information to:

- 1 credit bodies;
- 2 a company related to us;
- 3 a person responsible for processing your credit application; or
- 4 a person who manages our credit contracts; or
- 5 another credit provider, if we reasonably believe that you have committed a serious credit infringement; or
- 6 the external dispute resolution scheme we subscribe to; or
- 7 as authorised under Australian law, regulation, court or tribunal.

In accordance with Section 21N of the Privacy Act, we may disclose information to an approved entity seeking participation in an assignment of your debt, or purchase of our business. Should the transaction proceed, you will be informed in writing, in accordance with Obligation 13 in the Credit Reporting Privacy Code and all our rights will be transferred to the acquirer, in accordance with Section 6K of the Privacy Act.

### How you may access credit eligibility information that we hold about you

First contact the Privacy Compliance Manager, telephone: 1300 727 431, or email [privacy@rapidloans.com.au](mailto:privacy@rapidloans.com.au), or PO Box 429 Miami Qld 4220, or fax no. 1300 765 608.

In accordance with Section 21T and Code Obligation 19, at your request, we will:

- a) give you access to any credit information we hold about you;
- b) respond to your request within a reasonable period and provide the access within 30 days of your request;
- c) provide the information in a clear manner and provide reasonable explanations and summaries of the information, to assist you to understand the impact of the information; and
- d) deny access, only if such would be unlawful, required under Australian law, or by a court or tribunal, or would prejudice an official enforcement body investigation.

Following your successful request, access will be provided by the Privacy Compliance Manager, who will facilitate the provision of a printout of your information stored in the company's Specialist Lending System. This printout will be emailed or posted to you, as you may request. Any denial of access will be in writing, with the reason/s explained and details of the company's internal disputes resolution process, relevant external resolution scheme and the Office of the Australian Information Commission, to which you may lodge a complaint if not satisfied with the company's explanation.

## Consumer Information Booklet

### Credit Information (Privacy) Management Policy

#### How you may seek the correction of credit information and credit eligibility information that we hold

Once you have inspected the personal credit information we hold on file about you, you may inform our Privacy Compliance Manager if you have discovered any information that is inaccurate, out-of-date, incomplete, irrelevant or misleading.

The Privacy Compliance Manager will be pleased to amend the file within 30 days but, in most cases, will require appropriate evidence from you to support your request. Please note that, in the exercise of this correction duty, the Privacy Compliance Manager is lawfully entitled to consult with a credit reporting body and/or another credit provider. You, and any entity consulted in the process, will be informed in writing of any correction.

#### How you may complain about our failure to comply with this Division, or the relevant registered CR code

There are 3 ways you may complain:

- 1 Verbally, or in writing, to our Privacy Manager.
- 2 If you are not satisfied with the Privacy Manager's response, you can complain verbally or in writing to our Internal Disputes Resolution Manager.
- 3 If you are not satisfied with the Internal Disputes Manager's response you can lodge a complaint either with the Privacy Commissioner, at the Office of the Australian Information Commission, contact details -

Office of the Australian Information Commission  
GPO Box 5218  
Sydney NSW 2001  
Phone: 02 9284 9753  
Enquiries: 1300 363 992  
Website: [www.oaic.gov.au](http://www.oaic.gov.au)

OR

With the external disputes resolution scheme of which we are a member, contact details:

Financial Ombudsman Service Australia  
GPO Box 3  
Melbourne Vic 3001  
Phone: 1800 367 287  
Fax: 03 9613 6399  
Website: [www.fos.org.au](http://www.fos.org.au)

There is no charge for lodging a complaint.

#### How we will deal with such a complaint

We will write to you acknowledging receipt of the complaint. After appropriate investigation, the Privacy Manager will write to you as soon as practicable after a decision has been reached, outlining the decision and the reasons for reaching it.

We do not disclose credit information, or credit eligibility information, to entities that do not have an Australian link and your information is not held in any way by an overseas body.