

Privacy Policy

In this privacy policy, reference to **Attvest** is a reference to **Attvest Finance Pty Ltd ABN 37 169 039 221**, and references to **you** (or similar personal pronoun) is a reference to the person about whom Attvest collects information under this privacy policy.

This privacy policy applies to personal information, including sensitive information, and credit related personal information (**credit related information**) collected by Attvest. Attvest is bound by the Privacy Act 1988 (Cth) (**Privacy Act**), which governs the way private sector organisations collect, use, keep secure and disclose personal information. Attvest is also bound by the Spam Act 2003 (Cth) (**Spam Act**) which governs the way Attvest conducts some of its direct marketing activities.

This privacy policy is to inform people of:

- how and when Attvest collects personal and credit related information;
- how Attvest uses and discloses personal and credit related information;
- how Attvest keeps personal and credit related information secure, accurate and up-to-date;
- how an individual can access and correct their personal and credit related information; and
- how Attvest will facilitate or resolve a privacy complaint.

If you have any concerns or complaints about the manner in which your personal or credit related information is collected, used or disclosed by Attvest, Attvest has put in place an effective mechanism and procedure for you to contact Attvest so that Attvest can attempt to resolve the issue or complaint.

Please note that the Attvest website may contain links to other websites. When a user has clicked on a link to another site, they leave the Attvest site and are no longer protected by this privacy policy.

Attvest recommends that you keep this information for future reference.

1. What is personal information?

- (a) The Privacy Act defines personal information to mean information or an opinion, whether true or not, and whether recorded in a material form or not, about an individual whose identity is reasonably identifiable, from the information or opinion.

2. Sensitive Information

- (a) What is Sensitive Information?
 - (i) Sensitive information is a subset of personal information. It means information or opinion about an individual's racial or ethnic origin, political opinions, membership of a political organisation, religious beliefs or affiliations,

philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, health information about an individual, genetic information, biometric information that is to be used for the purpose of automated biometric verification or biometric identification or biometric templates.

- (ii) In general, Attvest seeks to limit the collection of sensitive information Attvest may collect from you, but depending on the use you make of Attvest services, this may not always be possible and Attvest may collect sensitive information from you in order to carry out the services provided to you. However, Attvest does not collect sensitive information from you without your consent.
- (iii) The type of sensitive information Attvest may collect from you or record about you is dependent on the services provided to you by Attvest and will be limited to the purpose(s) for which it is collected. Attvest does not use sensitive information to send you Direct Marketing Communications (as defined in paragraph 7 below) without your express consent.

3. Consent to collection of certain types of sensitive information

- (a) Attvest may collect personal, private and sensitive information of yours from
 - (i) finance brokers and insurance brokers and agents banks, and other financial institutions;
 - (ii) accountant(s), and other professional service providers;
 - (iii) current and past employer(s);
 - (iv) credit reporting agencies;
 - (v) collection agents; and
 - (vi) its related entities,

including credit related information, where you have consented and agree to the collection of such information.

4. What is credit related information?

- (a) Credit related information is broadly defined under the Privacy Act, but relevantly includes personal information, that is: identification information and the type of credit and commercial credit sought by an individual or which an individual may access, and the credit record of that individual.

5. Collection of your personal and credit related information

- (a) Attvest only collects personal and credit related information that is necessary for what Attvest does and Attvest holds the personal and credit related information Attvest collects within its own data storage devices or with a third party provider of data storage. The type of information Attvest may collect from you depends ultimately upon the purpose of collection and Attvest set out the general purposes of collection at paragraph 6 below.
- (b) The type of personal information Attvest may collect from you includes (but is not limited to) the following:
 - (i) your contact information such as full name (first and last), e-mail address, current postal address, delivery address (if different to postal address) and phone numbers;
 - (ii) details of the property address at which you reside and conduct business, contact information of the property's occupants (such as full name, e-mail address, phone numbers), contact information of who manages the property;
 - (iii) information concerning or relating to your purchases of goods or services over this website;
 - (iv) financial and billing information (such as a credit card number /expiration date / security code, bank account details, billing address, repayment information and invoice details and purchasing history);
 - (v) proof of your identity (including, but not limited to, date of birth, driver's licence, passport, birth certificate);
 - (vi) your opinions, statements and endorsements collected personally or via surveys and questionnaires, including but not limited to your views on the services offered by Attvest; and
 - (vii) your participation in, or response to, Attvest's marketing and promotional activities, such as entering into a promotional contest.
 - (viii) Attvest may also collect and hold the following credit related information:
 - (1) identification information – name, date of birth, current or previous address, driver's licence number;
 - (2) type and amount of credit sought by you from credit providers;
 - (3) trade references – name of entity, ABN, contact name, telephone number, fax number, email, years trading with you;
 - (4) publicly available information about an individual's creditworthiness;
 - (5) consumer credit liability information – name of credit provider, type of consumer credit, details of the consumer credit provided;
 - (6) default information;
 - (7) repayment history information; and
 - (8) payment information in relation to an overdue amount.
- (c) Your personal and credit related information may be collected in a number of ways, including:
 - (i) directly by Attvest staff when you seek, or enquire about, Attvest services; or
 - (ii) when you use the Attvest website or complete a form on the Attvest website.
- (d) As much as possible or unless provided otherwise under this privacy policy, Attvest will collect your information directly from you. In some circumstances, where it is unreasonable or impractical or inappropriate to collect information from you, Attvest may collect information about you from a third party source. For example, Attvest may collect information from a publicly maintained record or from credit providers, subject to any restrictions at law. If Attvest collect details about you from someone else, Attvest will, whenever reasonably possible and appropriate, make you aware that Attvest has done this and why. Attvest may also collect personal or credit related information about you when it is provided by third parties with your consent, which you provide by using Attvest's website or submitting an application. Typically, Attvest will not seek consent for the use or disclosure of your personal and credit related information at the time of collection following a submission by you. In certain circumstances, Attvest may seek your consent to a new use or disclosure of your personal information after your information has been collected, but before Attvest engages in such new use or disclosure.
- (e) When you engage in certain activities, such as entering a contest or promotion, filling out a survey or sending Attvest feedback, Attvest may ask you to provide certain information. It is completely optional for you to engage in these activities.
- (f) Depending upon the reason for requiring the information, some of the information Attvest asks you to provide may be identified as mandatory or voluntary. If you do not provide the mandatory data or any other information Attvest requires in order for Attvest to provide its services to you, Attvest may be unable to effectively provide its services to you.
- (g) If you use the Attvest website, Attvest may utilise cookies which enable Attvest to monitor traffic patterns and to serve you more efficiently if you revisit the Attvest website. A cookie does not identify you personally but may identify your internet service provider or computer. You can set your browser to notify you when you receive a cookie and this will provide you with an opportunity to either accept or reject it in each instance.
- (h) Attvest may gather your IP address as part of its business activities and to assist with any operational difficulties or support issues with its services. This information does not identify you personally.

6. How Attvest may use and disclose your personal and credit related information

- (a) Attvest will only use or disclose your information for the primary purposes for which it was collected or a purpose related to the primary purpose or the purposes otherwise described in this policy, if this use would be reasonably expected by you or otherwise with your consent on a reasonable reading of this policy. In this regard, it is reasonably expected that Attvest may disclose your private

or sensitive information to its agents and contractors that provide administrative or other services including:

- (i) its bankers and other financial institutions or funds providers in relation to any financing arrangement that it has or may establish at any time in the future;
 - (ii) credit reporting agencies;
 - (iii) collection agents;
 - (iv) where it collects your information from someone else, or another entity, then Attvest may disclose any of your private information to that person or entity; and
 - (v) relevant complaints tribunals and government agencies including the Australian Taxation Office, in accordance with its regulatory obligations.
- (b) Attvest collects, holds, uses and discloses your personal and credit related information to facilitate a purpose in connection with:
- (i) if required, the verification of your identity;
 - (ii) the provision of Attvest services and any ancillary or secondary or related services to you, which shall include but is not limited to:
 - (1) the administration and management of Attvest services and any ancillary or secondary services, including charging, delivery, billing, credit card authorisation and verification, checks for financial standing, credit-worthiness (including but not limited to undertaking an assessment for credit loss and obtaining credit references, if applicable), fraud and collecting debts; and
 - (2) to offer you updates, or other content or products and services that may be of interest to you (unless as directed otherwise);
 - (iii) facilitating the administration and management of Attvest, including but not limited to the use of your personal information collected in accordance with paragraph 3.1 in the administration and management of Attvest;
 - (iv) the improvement of Attvest services (including to contact you about those improvements and asking you to participate in surveys about Attvest services and any ancillary or secondary services including anonymous comparative research unless as directed otherwise);
 - (v) the maintenance and development of Attvest services and any ancillary or secondary or related services, business systems and infrastructure;
 - (vi) marketing and promotional activities by Attvest and its related bodies (including by direct mail, telemarketing, email, SMS and MMS messages, and advertisements on social media) such as Attvest newsletters (unless as directed otherwise);
 - (vii) marketing and promotional activities by Attvest (including by direct mail, telemarketing, email, SMS and MMS messages, and advertisements on social media) that promote the goods and/or services provided by Attvest commercial partners that may be of interest to you and for which Attvest may derive a commercial

- benefit from (unless as directed otherwise);
 - (viii) to provide customer service functions, including handling customer enquiries and complaints, to offer you updates, or other content or products and services that may be of interest to you (unless as directed otherwise);
 - (ix) Attvest's compliance with applicable laws;
 - (x) the sale, and matters in connection with a potential sale, of the Attvest business or company to a third party;
 - (xi) any other matters reasonably necessary to continue to provide Attvest services and any ancillary or secondary or related services to you including the ongoing business development of Attvest; and
 - (xii) other purposes related to any of the above.
- (c) Attvest may also use or disclose your personal and credit related information without seeking your additional consent:
- (i) if Attvest reasonably believe that the use or disclosure is necessary to lessen or prevent a serious or imminent threat to an individual's life, health or safety or to lessen or prevent a threat to public health or safety;
 - (ii) if Attvest has reason to suspect that unlawful activity has been, or is being, engaged in; or
 - (iii) if it is required or authorised by law.

7. The types of organisations to which Attvest may disclose your information

- (a) Attvest may disclose your information to organisations outside of Attvest. Examples of organisations and parties that your information may be provided to include:
- (i) offshore service providers, if any;
 - (ii) related entities and subsidiaries of Attvest;
 - (iii) third parties, such as PayWay for processing online payment card transactions for payment of orders;
 - (iv) third parties, such as service providers who advise on insurance policies and obtain estimates of premium funding via this website, including but not limited to your broker or other intermediary;
 - (v) third parties, such as advertising agencies, for the purpose of advertising and promoting the goods and services of Attvest and its commercial partners which may be of interest to you; and
 - (vi) Attvest contractors, agents, and venture partners, including but not limited to Attvest suppliers and distributors, or other companies who assist Attvest in providing Attvest services and ancillary and secondary or related services to you.
- (b) Your personal information is disclosed to these organisations and parties only in relation to the goods or services Attvest provide to you or for a purpose permitted by this privacy policy.
- (c) Attvest will take such steps as are reasonable to ensure that these organisations and parties are aware of the provisions of this privacy policy in relation to your personal information. However, information provided to third parties will be dealt with in accordance with that third party's privacy policy.

8. Direct Marketing

- (a) By giving your personal information and credit related information to Attvest and consenting to Attvest obtaining such information, you expressly consent to Attvest using your personal information and credit related information, including any email address and mobile phone numbers you give to Attvest, to tell you about Attvest services, ancillary or secondary services or events or any other direct marketing activity, including third party products, services, and events from Attvest's commercial partners, (**Marketing Communications**) which Attvest consider may be of interest to you. These Marketing Communications may be sent directly by Attvest and via third parties by email, SMS and social media and you consent to Attvest providing your email and mobile phone number to external advertising agencies for this purpose.
- (b) If at any time you do not wish to receive any further Marketing Communications from Attvest, you may ask Attvest to cease sending you further Marketing Communications about products and services and not to disclose your information to other organisations for that purpose. You may also ask Attvest to not provide further Marketing Communications solely in respect of Attvest's commercial partners. You may do this at any time by using the unsubscribe facility included in the email, SMS or MMS message, or by contacting Attvest via the details set out in paragraph 28. (b).

9. Cross Border Disclosure

- (a) Any personal information provided to Attvest may be transferred to, and stored at, a destination outside Australia, including but not limited to New Zealand where Attvest may utilise overseas data and website hosting facilities or have entered into contractual arrangements with third party service providers to assist Attvest with providing Attvest services to you. Personal information may also be processed by staff or by other third parties operating outside Australia who work for Attvest or for one of Attvest's suppliers, agents, partners or related companies.
- (b) By submitting your personal information to Attvest, you expressly agree and consent to the disclosure, transfer, storing or processing of your personal information outside of Australia. In providing this consent, you understand and acknowledge that countries outside Australia do not always have the same privacy protection obligations as Australia in relation to personal information. However, Attvest may take certain steps to ensure that your information is used by third parties securely and in accordance with the terms of this privacy policy.
- (c) The Privacy Act requires Attvest to take such steps as are reasonable in the circumstances to ensure that any recipients of your personal information outside of Australia do not breach the privacy principles contained within the Privacy Act. In accordance with the Australian Privacy Principles set out in the Privacy Act, by providing your consent under this policy or Attvest's terms and conditions then Attvest is not required to take such steps as may be reasonable

in the circumstances and sub-clause 8.1 of Principle 8 of the Australian Privacy Principles shall not apply. However, despite this, Attvest acknowledges the importance of protecting personal information and may take reasonable steps to ensure that your information is used by third parties securely and in accordance with the terms of this privacy policy.

- (d) If you do not agree to the transfer of your personal information outside Australia, please contact Attvest via the details set out in 28. (b).

10. Data quality and security

- (a) Attvest will take reasonable steps to help ensure your personal and credit related information is safe. You will appreciate, however, that Attvest cannot guarantee the security of all transmissions or information, especially where the Internet and electronic communications are involved.
- (b) Notwithstanding the above, while Attvest will take reasonable steps to:
 - (i) make sure that the personal information Attvest collect, use or disclose is accurate, complete and up to date;
 - (ii) protect your personal information from misuse, loss, unauthorised access, modification or disclosure both physically and through computer security methods; and
 - (iii) destroy or permanently de-identify personal information if it is no longer needed for its purpose of collection,

you acknowledge and agree that electronic information handling, storage, use and management, fax and electronic mail and Short Message Services and other electronic messaging services (together electronic information) are not secure and there are risks of legally or commercially or personally sensitive information being inadvertently misdirected, security breaches, loss or non-delivery of material, and you confirm that your arrangements and conduct, including with regard to your identity, passwords and electronic information management, are sufficiently secure and confidential to protect your interests and we are not obliged to take steps to verify or confirm electronic information and whether we take such steps or not we will have no duty or liability as a result of an electronic information breach that does not originate from us and you will carry out effective procedures and conduct yourself to protect the integrity of your electronic information.

- (c) Your personal and credit related information will be stored as physical files in a secured area, on Attvest's electronic data base system, on cloud based servers or on computers with appropriate back up and security systems. Attvest aims to protect your personally identifiable information from loss, misuse, interference, unauthorised access or alteration by:
 - (i) imposing confidentiality requirements on Attvest's employees;
 - (ii) implementing security measures to govern access to Attvest's systems;
 - (iii) only providing access to personal information once proper identification has been given;
 - (iv) controlling access to Attvest's premises; and
 - (v) implementing website protection measures.
- (d) However, the accuracy of personal information depends largely on the information you

provide to Attvest, so Attvest recommends that you:

- (i) let Attvest know if there are any errors in your personal information; and
- (ii) keep Attvest up-to-date with changes to your personal information (such as your name or address).

11. Access to and correction of your information

- (a) You are entitled to have access to any personal information relating to you which Attvest possess, except in some exceptional circumstances provided by law. You are also entitled to edit and correct such information if the information is inaccurate, out of date, incomplete, irrelevant or misleading.
- (b) If you would like access to or to correct any records of personal information Attvest has about you, you are able to access and update that information (subject to the above) by contacting Attvest via the details set out in paragraph 28. (b). Attvest requires that requests for access to or to update or correct your information to be in writing outlining the details of your request.
- (c) Attvest will take appropriate steps to verify your identity (or verify that you act as an authorised agent of the individual concerned) before granting a request to access your personal information. You may be charged reasonable expenses incurred in giving you any information you have requested (such as searching and photocopying costs) and may be required to provide evidence supporting your request to correct information at your own cost.
- (d) Attvest will respond to your request for access to your personal information within a reasonable time after you make the request and if access is granted, access will be provided within 30 days from your request. Attvest will, on request, provide you with access to your personal information or update or correct your personal information, unless Attvest is lawfully excluded from granting your request, including if:
 - (i) giving access would be unlawful;
 - (ii) Attvest is required or authorised by law or a court/tribunal order to deny access; or
 - (iii) giving access is likely to prejudice one or more enforcement related activities conducted by an enforcement body.
- (e) Where your request for access is accepted, Attvest will provide you with access to your personal information in a manner, as requested by you, providing it is reasonable to do so.
- (f) Your request for correction will be dealt with within 30 days, or such longer period as agreed by you. If Attvest denies your request, Attvest will provide you with a written notice providing reasons for the refusal and the process for making a complaint about the refusal to grant your request.
- (g) Attvest will accept your request for correction of your credit related information where Attvest is satisfied that it is inaccurate, out-of-date, incomplete, irrelevant or misleading.
- (h) Upon accepting a request for correction of your personal information, Attvest will take all steps that are reasonable in the circumstances, having regard

to the purpose for which your information is held, to correct your personal information.

- (i) If your request for correction of credit related information is accepted Attvest will provide written notice of this correction to any entity to which Attvest has disclosed this information previously, to the extent that this is practicable.

12. Dealing with Attvest anonymously

- (a) Where lawful and practicable to do so, you can deal with Attvest anonymously or using a pseudonym but only when making a general enquiry about the goods and services that Attvest can offer to you including via telephone or Attvest's website.
- (b) At the time you engage Attvest's services, it is no longer lawful or practicable for you to deal with Attvest anonymously or using a pseudonym and you warrant that the information you provide is true, correct and up to date.

13. Credit information notifiable matters

- (a) Attvest may disclose your credit related information to any credit reporting bodies. Any credit related information Attvest collects or holds about you will be dealt with in accordance with this privacy policy.

14. Resolving privacy complaints

- (a) Attvest has put in place an effective mechanism and procedure to resolve privacy complaints. Attvest will ensure that all complaints are dealt with in a reasonably appropriate timeframe, but not more than 30 days after receiving the complaint, so that any decision (if any decision is required to be made) is made expeditiously and in a manner that does not compromise the integrity or quality of any such decision.
- (b) If you have any concerns or complaints about the manner in which Attvest has collected, used or disclosed and stored your personal information or other questions about this policy, please contact Attvest in writing by:
 - (i) Email: privacy@attvest.com.au
 - (ii) Post: PO Box 7055, Upper Mt Gravatt QLD 4122
- (c) Please mark your correspondence to the attention of the Privacy Officer.
- (d) In order to resolve a complaint, Attvest:
 - (i) will liaise with you to identify and define the nature and cause of the complaint;
 - (ii) will keep you informed of the likely time within which Attvest will respond to your complaint; and
 - (iii) will inform you of the legislative basis (if any) of Attvest's decision in resolving such complaint.
- (e) Attvest will keep a record of the complaint and any action taken in a Register of Complaints.
- (f) If you are unsatisfied with the outcome of your complaint you may refer your complaint to the Office of the Australian Information Commissioner to be resolved.

15. Consent

- (a) By voluntarily supplying Attvest with your personal information, using Attvest's website or by accepting the terms of Attvest's terms and conditions which refer to this privacy policy, you are agreeing to the terms of this privacy policy.
- (b) Attvest reserves the right to modify its privacy policy as its business needs require. Attvest will notify you of such changes (whether by direct communication or by posting a notice on its website), after which, your continued use of Attvest, services or website or your continued dealings with Attvest shall be deemed to be your agreement to the modified terms. If you do not agree to Attvest's continued use of your personal or credit related information due to the changes in its privacy policy, please contact Attvest via the details set out in paragraph 28. (b) of this document.



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Version 1 of 2024