



# Terms & Conditions

## Equifax Credit Report for authorised Access Seekers

### You are dealing with Equifax

1. Equifax Credit Report services ("**Services**"), as described on our website ([www.mycreditfile.com.au](http://www.mycreditfile.com.au)) ("**Website**") from time to time, are available from Equifax Australia Information Services and Solutions Pty Limited ABN: 26 000 602 862 ("**Equifax, we, our, us**"), upon request by access seekers within the meaning of section 6L(1)(b) of the *Privacy Act 1988* ("**Privacy Act**"), in relation to credit reporting information about an individual. These Terms and Conditions ("**Terms and Conditions**") form an agreement between you and Equifax in relation to the provision by Equifax of the Services to you.
2. You warrant that the Services you request are in relation to credit reporting information about an individual who:
  - a. you are assisting to deal with a credit reporting body or credit provider; and
  - b. 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, and that you are not a person referred to in section 6L(2).
3. Upon request by Equifax, you will promptly provide Equifax with a copy of the written authorisation from the individual, and any other information or other evidence required by Equifax to satisfy itself, acting reasonably, of your identity and that you comply with the definition of an access seeker under section 6L(1)(b) in relation to the credit reporting information of the individual the subject of the requested Services. You acknowledge that the Privacy Act provides penalties for obtaining by false pretence access to an individual's credit reporting information from a credit reporting body.
4. You must take all necessary steps to ensure you have verified the identity of the individual whose credit reporting information is the subject of the Services you request. Without limitation, you must comply with Equifax's requirements for identification of individuals whose credit reporting information is the subject of a request for access.
5. 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.
6. In requesting the Services, you are sending personal information of the individual to whom the 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 Services:
  - a. that Equifax is collecting the individual's personal information provided by you to Equifax in connection with your request for Services;
  - b. of the content of clauses 14 and 15 of these Terms and Conditions;
  - c. that the Equifax privacy policy is available on the Equifax website at [www.equifax.com.au/privacy](http://www.equifax.com.au/privacy);

- d. that the Equifax Credit Reporting Policy is available at <https://www.equifax.com.au/credit-reporting-policy>.

## **Services and payment**

7. If you are eligible under the Privacy Act or CR Code to obtain credit reporting information of the individual the subject of the Services you request free of charge, there is no fee payable for the Service. If you are not eligible, you must pay in advance the fee (if any) specified either on our Website or during enrolment for the Service you request, using any electronic means of payment that Equifax chooses to accept at any given time.

8. Please note that if you request a Service and there is no credit file pertaining to your request, we will advise you of this and refund any payment made under these Terms and Conditions for such Service within a reasonable time.

9. Following:

- a. receipt and processing of your request for a Service; and
- b. if the Service is not free of charge, payment to Equifax via its web site ([www.mycreditfile.com.au](http://www.mycreditfile.com.au)) ("**Website**") or over the telephone, Equifax will, subject to clauses 5 and 12 of these Terms and Conditions, dispatch a copy of the Equifax Credit Report of the individual to whom the request relates, by your choice of email or mail.

10. Subject to clause 11 below, Equifax does not guarantee or warrant the availability of its Website or call centre, or the internet, email, fax or mail.

11. The Australian Consumer Law sets out certain guarantees that may apply to the supply of goods and services by us. These guarantees give you rights that cannot be excluded, restricted or modified. The exclusion of guarantees and warranties in clause 10 above applies subject to any rights you may have under such laws.

## **Proof of identity**

12. Given that we are dealing with personal information, including credit reporting information, Equifax takes reasonable steps in the circumstances to satisfy itself that all personal information it dispatches goes to the correct person. Additionally, under paragraph 19.1 of the CR Code we are required to obtain such evidence as is reasonable in the circumstances to satisfy ourselves as to the identity of the person making the request for access to credit reporting information, and that person's entitlement under Part IIIA of the Privacy Act, the *Privacy Regulation 2013* and the CR Code to the access. Accordingly, Equifax may make enquiries to help satisfy itself of your identity and your entitlement, including the identity of the individual whose credit reporting information you have requested. This includes validating certain document information you provide with the document issuer or official record holder for the purpose of confirming the identity of the individual. If the information you send Equifax does not meet current security requirements of Equifax, Equifax may contact you and ask you to provide additional documentation to prove your identity, and/or your entitlement, including the identity of the individual. In this case Equifax may take longer to dispatch the credit report of the individual, and Equifax will not provide a refund for this delay. If you do not provide sufficient information and/or Equifax is not reasonably satisfied that you have proved your identity or your entitlement, including the identity of the individual, Equifax may refuse to supply you with the Service. If you have already paid a fee for the Service, a full refund will be provided.

13. You must provide us with your up-to-date and valid email address, to receive the Service via electronic communication and to do so in a secure manner. If you do not provide us with an email address, you may request a printed copy of the Equifax Credit Report of the individual to whom the request relates by calling us on 138 332, or writing to us at:

Equifax  
PO BOX 964  
North Sydney NSW 2059.

For the avoidance of doubt, we may require the provision of documentation pursuant to clauses 3 and/or 12 in respect of any such request.

### **Use of your information by Equifax**

14. Equifax and its related companies may, at any time, with respect to your personal information and the personal information of the individual whose credit reporting information you have requested:

- a. use and disclose such personal information to manage the provision of reports and the Service;
- b. use such personal information to monitor traffic on the website for quality related purposes;
- c. use and disclose such personal information to undertake data management for quality related purposes; and
- d. use and disclose such personal information to investigate any complaint or correction request made by you or the individual whose credit reporting information you have requested, either directly or through a relevant regulator, external dispute resolution scheme or law enforcement agency.

15. The Equifax Privacy Policy is available [here](#). The Equifax Privacy Policy contains information about how we handle personal information (other than credit 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.

### **Credit reporting information**

16. Subject to certain exemptions, access seekers in relation to credit reporting information about an individual have a right to access the credit reporting information that we hold about the individual. Please note that under the Privacy Act and CR Code, access seekers may be entitled to access the credit reporting information without a fee if eligibility requirements are satisfied.

17. The credit reporting information about an individual held by Equifax is based on information provided to Equifax by credit providers and others in accordance with the Privacy Act. Under the Privacy Act, Equifax must take such steps as are reasonable in the circumstances to ensure the information is accurate, up to date and complete. Individuals have rights to correct their credit reporting information in accordance with the Privacy Act. The Equifax Credit Reporting Policy contains information about how we handle credit reporting information, and is available [here](#).

### **Compliance**

18. You must:

- a. comply at all times with the Privacy Act (whether it expressly applies to you or not), including the Australian Privacy Principles, Part IIIA and Part IIIC as applicable, and any other applicable laws, in respect of the personal information (including credit reporting information) that we provide to you, or you provide to us, including in relation to the collection, use, disclosure, quality, storage, security and destruction or de-identification of the information; and
- b. without limitation, only use the credit reporting information provided to you as an access seeker for purposes permitted by the Privacy Act, the CR Code and other applicable laws.

19. If we disclose personal information to you outside Australia, you must notify us immediately if you become aware of, or suspect, any unauthorised access to, disclosure of, or loss of, any such personal information, whether in the control or possession of you or any third party to whom you have disclosed the information; provide full details of the incident; and fully co-operate with us in connection with the conduct by us of any assessment or investigation. You must take reasonable steps to ensure any such third party complies with this clause.

20. You agree that Equifax may at any time conduct an audit or review of your compliance with clauses 2 to 6, 12, 18, 19 and 22 of these Terms and Conditions, and if Equifax does so you will co-operate and provide, at your expense, all assistance and access to information and personnel that Equifax reasonably requests.

21. We may suspend or cancel your Service immediately by giving you written notice if you fail to comply with these Terms and Conditions and may report the failure to relevant regulators.

#### **Use of information**

22. You may only use the reports and information we supply you for your own internal business use, for the purpose that we supply them for under clause 2 of these Terms and Conditions, and in accordance with the written authorisation of the individual whose credit reporting information is the subject of the Services you request.

#### **Governing law**

23. These terms and conditions are governed by the laws of New South Wales and both Equifax and you submit to the non-exclusive jurisdiction of the courts of that state.