



## Terms & Conditions

### My Credit File and My Credit Alert

#### You are dealing with Equifax

1. You are sending your personal information to Equifax Australia Information Services and Solutions Pty Limited ABN: 26 000 602 862 ("**Equifax, we, our, us**") to request the My Credit File or My Credit Alert credit report services ('**Services**') from Equifax. My Credit Alert is an annual subscription Service that will automatically renew each year until you or we end the subscription. These Terms and Conditions form an agreement between you (the customer) and Equifax in relation to the provision by Equifax of the Services to you.

#### Compliance

2. As you appreciate the provision of these Services involves dealing with your personal information including credit reporting information. It is therefore very important that you acknowledge and agree that:

- you are sending your own personal information only;
- you are providing accurate, up to date, complete and not misleading information; and
- the Privacy Act 1988 (Cth) ('**Privacy Act**') provides penalties for obtaining by false pretence access to an individual's credit reporting information from a credit reporting body.

#### Payment and Services

3. There is no fee payable for My Credit File. You will pay the fee for My Credit Alert specified during enrolment, in any automatic subscription renewal notice sent to you in accordance with clause 10, or in any special offer communicated by us to you, using any electronic means of payment that Equifax chooses to accept at any given time. Please note that if you request a My Credit File or My Credit Alert credit report and there is no file pertaining to your request, we will advise you of this and refund any payment made in accordance with this clause within a reasonable time.

4. In the case of My Credit Alert, Equifax will dispatch one copy of your credit report within one business day after you provide your information and pay Equifax, via its web site ([www.mycreditfile.com.au](http://www.mycreditfile.com.au)) ('**Website**') or over the telephone (although it may take longer in the circumstances described in Clause 7 below). Your credit report will be dispatched by your choice of email or mail.

5. In the case of My Credit Alert, subject to these Terms and Conditions and you paying the applicable Service fee, you are entitled to receive the services specified as applicable to the Service you purchase, on our Website at the time of your application or Service renewal, for a period of one year from the date of your application or Service renewal (unless a longer or shorter period is specified on our Website or notified to you at the time of your application, or at the time of notice of your Service renewal) ('**Service Period**').

6. Equifax does not guarantee the availability of its Website, the internet, email, call centre, fax or mail, or the security of communications via the internet, email, fax or mail.

#### Proof of Identity

7. Given that we are dealing with personal 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 Privacy (Credit Reporting) Code 2014 ('**CR Code**') we are

required to obtain such evidence as is reasonable in the circumstances to satisfy ourselves as to your identity. Accordingly, Equifax may make enquiries to help satisfy itself that you are who you say you are. This includes validating certain document information you provide with the document issuer or official record holder for the purpose of confirming your identity. 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. In this case Equifax may take longer than the period specified in clause 4 to dispatch your credit report, and Equifax will not provide a refund for this delay. If you do not provide sufficient information and/or Equifax is not satisfied that you have proved your identity, Equifax may refuse to supply you with the Service. In the case of My Credit Alert, if you have already paid for the Service, a full refund will be provided. If Equifax has neither dispatched your credit report within the period specified in clause 4, nor contacted you within 1 business day to ask you to provide additional information, you may request either a refund or a re-supply of your credit report.

8. For security and related reasons you must provide us with an up-to-date and valid email address. If for any reason you change your email address you must notify us of that change immediately. This is essential for you to receive the Services and to do so in a secure manner. You can do this by contacting Equifax on 138 332.

### **Termination and Renewal of Annual Subscription**

9. You may terminate your subscription to My Credit Alert at any time upon giving notice to Equifax, by calling us on 138 332, or through such other additional means as we may specify from time to time on our website or in any notice to you. The My Credit Alert Service is an annual subscription and, as such, if you cancel your Service before the annual expiry date, we will refund to you a pro rata amount of the Service fee paid by you under clause 3, for the number of full months remaining in your current Service Period as at the date of termination. The pro rata Service fee for the month of the Service Period in which the date of termination falls will not be refunded. You will continue to have access to the Service until the end of that month. For example, if you choose to terminate one week into your seventh month, your pro rata refund will be for the five full months remaining in the Service Period, and you will continue to have access to the Service until the end of the seventh month. Terminating under this clause does not change the consent for use or disclosure of your personal information provided under these terms and conditions. If you wish to withdraw your consent you must do so in accordance with Clause 15.

10. Where you have purchased the My Credit Alert Service, we will issue to the email address you have provided us one or more automatic subscription renewal notice(s). The final renewal notice will be issued at least 30 days, but not more than 45 days, before the expiry of your subscription, and will:

- a. set out the date that your annual subscription will automatically renew;
- b. set out the annual Service fee payable; and
- c. provide you with the ability to notify us if you do not wish to renew your annual subscription.

11. To cancel your annual subscription of the My Credit Alert Service, you must notify us, by calling us on 138 332, or through such other additional means as we may specify from time to time on our website or in any notice to you, before your renewal date. If you do not notify us that you have chosen to cancel your subscription, your Service will be automatically renewed for another year (unless agreed to be a longer or shorter period as the case may be), and the Service fee applicable for that period will be payable by you. If you elect not to renew your subscription, your Service will cease and you will not be charged a further Service fee.

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

12. Equifax and its related companies may, at any time, use and disclose your personal information to:

- manage the provision of reports and related services;
- monitor traffic on the website;
- undertake data management for quality related purposes; and
- investigate any complaint made by you or on your behalf, either privately or by a relevant regulator or law enforcement agency.

The Equifax Privacy Policy contains information about how we handle personal information (other than credit information) and is available [here \(https://www.equifax.com.au/privacy\)](https://www.equifax.com.au/privacy).

## **Direct Marketing Consents**

13. Equifax and its related companies may, at any time, use your personal information to send you information about Equifax and its related companies' products and services. This will include promotional material including but not limited to communications of the following kind:

- newsletters;
- competitions;
- surveys; and
- promotions on existing or new products;
- other, if any.

14. Equifax may do so by using a variety of means including:

- electronic means such as emails, SMS, MMS or similar devices;
- hardcopy to your nominated address; and
- subject to Do Not Call Register, call you.

15. In doing so, Equifax will be relying on the consent that you have provided on the website or over the telephone when you ordered the My Credit File or My Credit Alert report. At all times you are free to choose not to receive some or all of the marketing communications sent by Equifax or on behalf of Equifax. In order to exercise that choice you need to communicate that to:

Equifax  
PO BOX 964  
North Sydney NSW 2059  
Or call us on 138 332

In doing so, Equifax may disclose any of this information to its related bodies corporate or service providers of Equifax or its related bodies corporate where such disclosure is required to conduct the marketing activities set out above.

## **Important Legal Notice**

### **Privacy Act 1988 (Cth)**

16. Subject to certain exemptions, you have a right to access personal information that we hold about you. Please note that under the CR Code, you may be entitled to access your credit report without a fee.

17. Your credit file is based on information provided to Equifax by credit providers in accordance with the Privacy Act. Whilst Equifax takes reasonable steps in the circumstances to ensure the information is accurate, it does not guarantee the accuracy of that information. You have rights to correct your credit file in accordance with the Privacy Act.

18. By ordering My Credit File or My Credit Alert, you are not changing any of the existing rights and obligations as these relate to credit providers and credit reporting bodies respectively or any other third party. These remain governed by the Privacy Act and are not incorporated expressly or impliedly into these terms and conditions.

### **Warranties and Liability**

19. 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 21 below, and the limitation of liability in clauses 20 and 22 below, apply subject to any rights you may have under such laws.

20. Where the goods or services supplied to you are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for breach of a guarantee is limited to doing one or more of the following:

- a. in relation to goods, the replacement of goods or the supply of equivalent goods, the repair of goods, the payment of the cost of replacing the goods or acquiring equivalent goods, or the payment of the cost of having the goods repaired; or
- b. in relation to services, the re-supply of the Service or the payment of the costs of having the Service supplied again.

We cannot limit our liability as set out in this clause 20 if you establish that it would not be fair or reasonable for us to do so.

21. To the extent permitted by law, we exclude all statutory or implied representations, guarantees, conditions, warranties and terms relating to the supply of the Services, whether based in statute, custom, common law or otherwise. We do not exclude any such representations, guarantees, conditions, warranties or terms to the extent we are not permitted by law to do so (including under the Australian Consumer Law).

22. To the extent permitted by law, and subject to clauses 19 to 21:

- a. we will not be liable to you for any special, indirect, consequential or incidental loss or damage (including without limitation loss of profit, revenue or business) arising or resulting from or in connection with, or caused or contributed to by, the Service, these Terms and Conditions, or any of our acts or omissions; and
- b. our total aggregate liability for any loss or damage not excluded under this clause is limited to the amount of fees and charges paid by you for the Service under these Terms and Conditions in the 12 months immediately prior to the event giving rise to the liability.

23. If you are dissatisfied and that dissatisfaction is, in the opinion of Equifax based on objective evidence, well founded, Equifax will refund the price paid for the report.

### **IP Rights and Use of Information**

24. Equifax has copyright and other rights in the compilation of the information Equifax uses to supply the My Credit File and My Credit Alert reports to you. Equifax grants you a non-exclusive licence to use such a report for your own personal use only.

## **Variation**

25. In the case of the My Credit Alert Service, Equifax may vary these Terms and Conditions at any time by giving you prior written notice via email of at least 30 days ('**Notice of Variation**'). Any change to the Service fees will only apply from the next Service Period.

26. If you do not agree to be bound by the varied Terms and Conditions you may cancel your Service by notifying us within 30 days of our Notice of Variation. If you cancel your Service within this 30-day period, you will be entitled to a pro rata refund of that part of your Service fee paid by you that relates to the unexpired portion of the relevant Service Period.

27. If you do not ask us to cancel your Service within 30 days of a Notice of a Variation from us, you agree to be bound by the Terms and Conditions as varied.

28. Notwithstanding anything contained in clauses 25 to 27, we do not need to notify you of variations to these Terms and Conditions to provide for additional Services, unless the additional Services result in a change in the price or otherwise detrimentally affect you.

## **Notice**

29. Unless otherwise provided for, where we are required under these Terms and Conditions to give you notice, we will do so by sending notices to the last email address or postal address you have given to us. You must tell us if you change any contact details.

## **Governing Law**

30. 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.