



# Terms & Conditions

## Equifax Credit Report

### 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 that Equifax provide you with a copy of your Equifax Credit Report as described on our website ([www.mycreditfile.com.au](http://www.mycreditfile.com.au)) ("Website") from time to time, as an individual consumer (the "**Service**"). These Terms and Conditions form an agreement between you ("**you**") and Equifax in relation to the provision by Equifax of the Service to you.

### Privacy Act

2. Subject to certain exemptions, you have a right to access credit reporting information that we hold about you. Please note that under the *Privacy Act 1988 (Cth)* ("**Privacy Act**") and the *Privacy (Credit Reporting) Code 2014* ("**CR Code**"), you may be entitled to access your credit report without a fee.

3. The provision of the Service involves dealing with your personal information including credit 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 provides penalties for obtaining by false pretence access to an individual's credit information from a credit reporting body.

4. Your credit report 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. You have rights to correct your credit report in accordance with the Privacy Act. The Equifax Credit Reporting Policy contains information about how we handle credit reporting information, and is available [here](#).

### Payment and Services

5. If you are eligible under the Privacy Act or CR Code to obtain your credit reporting information free of charge, there is no fee payable for the Service.

6. If you are not eligible under the Privacy Act or the CR Code to obtain your credit reporting information free of charge, you will need to pay in advance the fee (if any) specified either on our website ([www.mycreditfile.com.au](http://www.mycreditfile.com.au)) ("**Website**") or during your enrolment for the Service you request.

7. Payment must be made using any electronic means of payment that Equifax chooses to accept at any given time. Please note that if you request an Equifax Credit Report and there is no file pertaining to your request, we will advise you of this and refund any payment (if a fee has been paid) made in accordance with this clause 7 within a reasonable time.

8. Equifax will, subject to clause 10 below, 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, dispatch one copy of your Equifax Credit Report, by your choice of email or mail.

9. Subject to clause 18 below, Equifax does not guarantee the availability of its Website or call centre, or the internet, email, fax or mail.

### **Proof of Identity**

10. 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 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 to dispatch your Equifax Credit Report, 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, Equifax may refuse to supply you with the Service. In the event that you have already paid for the Service, a full refund will be provided.

11. You must provide us with your up-to-date and valid email address, to receive the Services 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 your Equifax Credit Report by calling us on 138 332, or writing to us at:

Equifax  
PO BOX 964  
North Sydney NSW 2059.

### **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 the Services;
- use your personal information to monitor traffic on the Website for quality related purposes;
- use and disclose your personal information to undertake data management for quality related purposes; and
- use and disclose your personal information to investigate any complaint or correction request made by you or on your behalf, either directly or through a relevant regulator, external dispute resolution scheme or law enforcement agency.

13. The Equifax Privacy Policy contains information about how we handle personal information (other than credit information) and is available [here](#). The Equifax Privacy Policy includes information regarding how you may access personal information held by Equifax and its related companies and

seek the correction of that information, how you may complain about a breach of the Australian Privacy Principles, and how Equifax and its related companies will deal with such a complaint.

### **Direct Marketing Consents**

14. Where you have provided consent, Equifax and its related companies may, at any time, use and disclose your personal information for the purposes of marketing and to send you information about products and services of Equifax, its related companies' and/or their corporate partners. This will include promotional material including but not limited to communications of the following kind:

- newsletters;
- competitions;
- surveys; and
- promotions of existing or new products.

15. Equifax may disclose any of this information to its related companies, and Equifax and its related companies may disclose the information to the corporate partners and/or the service providers of Equifax and its related companies, for the purposes of conduct the marketing activities set out above.

16. 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, telephone calls to you.

17. In carrying out the activities described in clause 14, Equifax will be relying on the consent that you have provided on the Website or over the telephone when you requested the Equifax Credit Report. At all times you are free to choose not to receive some or all of the marketing communications sent by Equifax or its related companies or on their behalf. 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

### **Australian Consumer Law**

18. 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 9 above applies subject to any rights you may have under such laws.

### **Governing Law**

19. 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.