



## Terms & Conditions

### Personal credit and identity monitoring subscription plans

#### You are dealing with Equifax

You are sending your Personal Information to Equifax Australia Information Services and Solutions Limited (ABN 26 000 602 862) (“**Equifax, we, our, us**”) to obtain one or more of Equifax’s personal credit and identity monitoring subscription services to consumers. These Terms and Conditions form an agreement between you (the customer) and Equifax in relation to the provision by Equifax of the Service to you. The Service is a subscription Service that either automatically renews each month, or if your subscription is an annual subscription, automatically renews each year, until you or we end the subscription.

**Equifax also offers non-subscription access to Equifax Credit Reports via the website:**

[www.mycreditfile.com.au](http://www.mycreditfile.com.au).

#### Definitions

The following definitions apply to these Terms and Conditions:

**Credit Card** means any credit card issued in Australia.

**Equifax Credit Report** means the record of credit activity provided by Equifax for individuals, including credit reporting information where applicable, as may be further described in the Service.

**Identity Watch** means the identity cyber monitoring service which may be included as part of the Service provided in respect of a Membership Option.

**Member** means a person who has subscribed to a Service in accordance with these Terms and Conditions, and whose subscription has not terminated or expired.

**Member Portal** means the Member web portal on our Website.

**Membership** means a subscription to a Service in accordance with these Terms and Conditions.

**Membership Fee** means the fees referred to in clauses 23 and 34 of these Terms and Conditions.

**Membership Option** means the personal credit and identity monitoring subscription Service plan you purchase.

**Membership Period** means the period applicable to your Membership Option for which you are provided with the Service, being:

- a. if your Membership Option is a month to month subscription, a period of one Month commencing on the date of your application and each Month thereafter in respect of which you pay the applicable Membership Fee; and
- b. if your Membership Option is an annual subscription, a period of one year commencing on the date of your application or Membership renewal (unless otherwise specified on our Website or notified to you at the time of your application for Membership, or at the time of notice of your Membership renewal).

**Month** means a period commencing on the day of a calendar month corresponding to the day on which your Membership Period commences, and ending on the corresponding day of the following calendar month.

**Personal Information** means personal information as defined in the *Privacy Act 1988 (Cth)* ("**Privacy Act**").

**Service** means the service or services provided by us which are specific to the applicable Membership Option purchased by you and described on our Website as amended from time to time.

**Terms and Conditions** means these Terms and Conditions, as amended from time to time.

**Website** means the Equifax website at <http://www.equifax.com.au/personal/products/credit-reports-scores-alerts>

**Your Credit and Identity Guard Insurance** means the insurance cover which may be included as part of the Service provided in respect of a Membership Option.

### **General provisions**

The following general provisions apply:

1. These Terms and Conditions supersede all prior written agreements between you and us and any prior written condition, warranty, or indemnity imposed, given or made by you or us in connection with that subject matter.
2. The failure of either party at any time to insist on performance of any provision of these Terms and Conditions or to fail to exercise a right under these Terms and Conditions is not a waiver of that party's right at any later time to insist on performance of that or any other provision of these Terms and Conditions or to exercise that or any other right under these Terms and Conditions.
3. No term in these Terms and Conditions shall be regarded as having been waived by a party and no breach shall be taken to have been excused by the consent of a party unless the waiver or consent was signed by the party claiming to have waived or consented.
4. If any provision in these Terms and Conditions is determined to be invalid or unenforceable it will be severed, however, the other provisions shall remain in full force and effect.
5. 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 you have given to us. You must tell us if you change any contact details.

### **Compliance with laws and liability**

6. The provision of the Service involves dealing with your Personal Information including credit reporting information. It is therefore very important that you acknowledge and agree that:

- a. you are sending your own Personal Information only;
- b. you are providing accurate, up to date, complete and not misleading information;
- c. when you become a Member, your Membership will be for your own use only; and
- d. you will not share your Membership or login details with anyone else.

7. 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 and *Privacy (Credit Reporting) Code 2014* ("**CR Code**"), you may be entitled to access your credit report without a fee. The Equifax Credit Reporting Policy contains information about how we handle credit reporting information, and is available [here](#).

8. 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.

9. 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 clauses 11, 24 and 32 below, and the limitation of liability in clauses 10 and 12 below, apply subject to any rights you may have under the Australian Consumer Law.

10. Subject to clause 9 above, 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 10 if you establish that it would not be fair or reasonable for us to do so.

11. To the extent permitted by law and subject to clause 9 above, we and our third party data and service providers exclude all statutory or implied representations, guarantees, conditions, warranties and terms relating to the supply of the Service, 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).

12. To the extent permitted by law, and subject to clauses 9 to 11:

- 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.

13. Subject to any rights you may have under the Australian Consumer Law, if you are dissatisfied and that dissatisfaction is, in Equifax's opinion based on objective evidence, well founded, Equifax will refund the price paid for the relevant Service:

- a. if your subscription is a month to month subscription, in respect of the current Month and, in Equifax's reasonable discretion, any prior Month, up to a maximum of 12 months in total; and
- b. if your subscription is an annual subscription, in respect of the current Membership Period.

14. Where the Service we provide to you includes Your Credit and Identity Guard Insurance, that insurance is subject to the terms of the Equifax insurance policy available [here](#).

15. If your Equifax Credit Report shows a bankruptcy, debt agreement or personal insolvency, no score will be provided via the Service until that information is deleted from your Equifax Credit Report in accordance with retention periods relating to that information.

## **Proof of identity**

16. Given that we are dealing with personal information, Equifax takes reasonable steps to satisfy itself that all personal information it discloses goes to the correct person. Additionally, the CR Code requires Equifax 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 provide to Equifax does not meet Equifax's current security requirements, Equifax may contact you and ask you to provide additional documentation to prove your identity. In this case Equifax may take longer to provide you with the Service, 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.

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

17. Equifax and its related companies may, at any time:

- a. use and disclose your personal information to manage the provision of reports and the Service;
- b. use your personal information to monitor traffic on the website for quality related purposes;
- c. use and disclose your personal information to undertake data management for quality related purposes; and
- d. 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.

Equifax's third party data providers may use and disclose your personal information for the purposes of providing their products to Equifax's customers, including products forming part of Identity Watch (as revised from time to time), as long as those customers' Membership Option includes the relevant third party provider's product as part of the Service.

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 you may access personal information held by Equifax and its related companies and seek the correction of that information, and 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**

18. 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 sending 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:

- a. newsletters;
- b. competitions;
- c. surveys; and
- d. promotions of existing or new products/services.

Equifax may disclose your personal 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 conducting the marketing activities set out above. If you have previously provided your consent, including under a prior version of this clause 18, the prior version continues to apply in place of this clause.

19. The activities referred to in clause 18 may be undertaken by using a variety of means including:

- a. electronic means such as emails, SMS, MMS or similar devices;
- b. hardcopy to your nominated address; and
- c. subject to the Do Not Call Register, telephone calls to you.

20. In carrying out the activities described in clause 18, Equifax will be relying on the consent that you have provided on the Website or over the telephone when you subscribed to the Service. 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

### **Communication**

21. All Service-related information will be communicated to you via electronic communication. You may request a printed copy of your Equifax Credit Report by calling 138 332.

### **Intellectual property rights and use of information**

22. Equifax has copyright and other rights in the compilation of the information Equifax uses to supply the Service to you. Equifax grants you a non-exclusive licence to use the Service covered by your Membership Option, during the Membership Period, for your own personal use only.

### **Membership Fee**

23. You will pay the Membership Fee for the Service as follows:

- a. if your Membership Option is a month to month subscription - you must pay in advance, commencing on the date of your subscription application, the monthly fee specified during enrolment, or as notified to you from time to time in accordance with clause 34 (including in any special offer communicated by us to you), which will be automatically charged to you each Month;
- b. if your Membership Option is an annual subscription - you must pay in advance, commencing on the date of your subscription application, the annual fee specified during enrolment, or in any automatic Membership renewal notice sent to you under clause 34 (including in any special offer communicated by us to you).

Should you request an Equifax Credit Report through the Service, additional to those included as part of the Service (as described in clause 29 below), if you are eligible under the Privacy Act or CR Code to obtain such credit reporting information free of charge, there is no fee payable for such Equifax Credit Report. Otherwise, you must pay in advance the fee (if any) specified on our Website for such additional Equifax Credit Report at the time of your request. Payments must be made using any electronic means of payment that Equifax chooses to accept at any given time.

Please note that if there is no report pertaining to your request we will advise you of this and refund any payment made in accordance with this clause within a reasonable time.

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

### **Force majeure**

25. Neither party will be liable for any failure to comply with these Terms and Conditions or any other agreement with you (other than an obligation to pay an amount of money) if, and to the extent that, that failure is caused by an act, omission or event beyond the party's reasonable control. In any such event, the time for performance of obligations under these Terms and Conditions will be extended by the same period or periods for which performance is delayed. Whoever of you or us is affected must use their best endeavours to avoid or remove such causes of non-performance.

### **Contact details**

26. 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 notification of reports, alerts and subscription renewal notices. You can do this by contacting Equifax on 138 332 or via our website at: <https://www.equifax.com.au/contact>.

### **Membership eligibility**

27. To be eligible for a Membership you must:

- a. be at least 18 years of age; and
- b. be able to be identified via documentation supplied by the Government.

28. If your Membership Option includes Identity Watch as a feature, you agree to your email address, credit card and phone number being prepopulated in the Identity Watch area of the Member Portal. Should you wish to disable your credit card and phone number from being monitored you can go into the Identity Watch area of the Member Portal and delete the details.

### **Membership Services**

29. Subject to these Terms and Conditions and you paying the Membership Fee, you are entitled to receive the Service applicable to your Membership Option as specified on our Website at the time of your Membership application:

- a. if your Membership Option is a month to month subscription, for the Month commencing on the date of your application and for each Month thereafter in respect of which you pay the applicable Membership Fee; and
- b. if your Membership Option is an annual subscription, for the Membership Period commencing on the date of your Membership application or renewal (unless a longer or shorter period is notified to you at the time of your application, or at the time of your Membership renewal).

We may change the Service from time to time by providing you with not less than 30 days' prior notice. If you do not agree with the varied Service you may cancel your Service by notifying us in accordance with clause 33. We may make additions to the Service from time to time without prior notice, unless the addition results in a change in the price or the addition otherwise detrimentally affects you.

30. Equifax will, subject to clause 16 above, following:

- a. receipt and processing of your request for a Service; and
- b. payment to Equifax via its website or over the telephone,

provide one copy of your Equifax Credit Report via the Member Portal. Equifax will provide additional credit report(s) during your Membership Period if, and if so in the manner, specified in the Service for your Membership Option referred to in clause 29.

### **Member Portal**

31. You may view, manage and update your Membership information through the Member Portal. To access the Member Portal you must use the username and password you supplied during enrolment or the temporary password we issue you in the event you forget your password, and any additional means of verification we may require from time to time. You must keep your login details secure.

32. Subject to clause 9 above, we do not guarantee or warrant that the Member Portal will be fault free or available without interruption.

### **Termination of Membership**

33. You may terminate your Membership at any time by telephoning Equifax on 138 332, by completing the cancellation form on our website at <https://www.equifax.com.au/contact>, or by such other means as we may notify you of from time to time. The Membership is a subscription and, as such:

- a. where your Membership Option is a month to month subscription, if you cancel your Membership, the monthly Membership Fee for the Month 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; and
- b. where your Membership Option is an annual subscription, if you cancel your Membership before the annual expiry date of that Membership, we will refund to you a pro rata amount of the Membership Fee paid by you under clause 23, for the number of full months remaining in your current Membership Period as at the date of termination. The pro rata Membership Fee for the Month of the Membership 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 of a one year Membership Period, your pro rata refund will be for the five full Months remaining in the Membership 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 20.

### **Changes to fees and automatic renewal of Membership**

34. If your Membership Option is:

- a. a month to month subscription, your Membership Fee will be automatically charged to you each Month and we may change our Membership Fee from time to time by providing you with not less than 30 days' prior notice; or

- b. an annual subscription, we will issue to the email address you have provided us, subject to clause 36, an automatic Membership renewal notice at least 30 days, but not more than 45 days, before the expiry of your Membership, which will:
  - i. set out the date that your annual Membership will automatically renew;
  - ii. set out the annual Membership Fee payable upon renewal, which we may change each year at our discretion; and
  - iii. provide you with the ability to notify us if you do not wish to renew your annual Membership.

35. To cancel your Membership, you must call us on 138 332, complete the cancellation form on our website at <https://www.equifax.com.au/contact>, or notify us by such other means as we may notify you of from time to time, before your renewal date. If you do not notify us that you have chosen to cancel your Membership, subject to clause 36 your Membership will be automatically renewed for another Month or year as applicable (unless agreed to be a longer or shorter period as the case may be), and the Membership Fee applicable for that period will be payable by you. If you elect not to renew your Membership, your Membership will cease and you will not be charged a further Membership Fee.

36. If your Membership Option is a month to month subscription, we may terminate your Membership by providing you with at least 30 days' prior notice, in which case your Membership will terminate upon expiry of the Month of Membership in which the date 30 days from the date of the notice falls. If your Membership Option is an annual subscription, we may notify you at least 30 days before the expiry of your Membership that your Membership will not automatically renew, in which case your Membership will terminate upon expiry of the then-applicable Membership Period.

### **Upgrades**

37. Members may upgrade their existing Membership Option to another Membership Option, via their online account or over the phone. You will need to pay the difference between the Membership Fee for your current Membership Option and the Membership Fee for the new Membership Option. Upgrades are available to Membership Options with the same Membership Period only.

### **Downgrades**

38. Members may downgrade their existing Membership over the phone. Membership downgrades will not take effect until, in the case of a month to month Membership Option, the commencement of the next Month and, in the case of an annual Membership Option, the Membership renewal date. Downgrades are available to Membership Options with the same Membership Period only.

### **Introductory rates**

39. From time to time we may offer a special introductory Membership offer. If you take up this offer the standard Membership Fee, or the Membership Fee specified in the automatic Membership renewal notice, will apply after the introductory offer expires.

### **Free trial**

40. If applicable, in the event you are offered a free trial, your Membership will continue and a Membership Fee will be payable and automatically billed to your credit card, based on the Membership Option you are on, unless you expressly cancel your Membership by calling Equifax on 138 332 or completing the cancellation form on our website at <https://www.equifax.com.au/contact> prior to the end of the free trial period. We will issue to the email address you have provided us a notice that your free trial will cease and the date the Membership Fee will become payable at least 30 days before the expiry of your free trial.



### **Complimentary Membership**

41. If you are provided with a complimentary Membership by Equifax or a third party and that offer is either withdrawn or expires, you understand that you will be able to renew your own Membership at your own cost, and that you may choose a different Membership Option from the complimentary Membership previously provided to you. Complimentary Memberships may be revoked at any time, without notice.

### **Payment method**

42. You agree that unless you notify us otherwise, whenever the Membership Fee is payable under clause 23, we can automatically charge your nominated open credit card account, or directly debit your nominated bank account, if we have an agreement with your bank that allows us to do so. You must advise us immediately if the card or bank account details provided to us for the purposes of charging your Membership Fees is no longer current.

### **Failure to pay**

43. If we do not receive your Membership Fees by the due date, your Membership will be suspended. For annual subscriptions you have up to 90 days to bring your account up to date before your account is closed. For month to month subscriptions you have 5 days to bring your account up to date before your account is closed. Once your account is closed, it may not be re-activated and your Member history will no longer be available. To bring your account up to date, call us on 138 332.

### **Third party payment**

44. If your Membership Fees are paid by a third party and that party does not renew your Membership, we will contact you directly to give you the option of renewing your Membership but it may be that you must choose a different Membership Option in order to do so.

### **Cancellation for breach**

45. We may suspend or cancel your Membership immediately by giving you written notice if, in our reasonable opinion, you:

- a. are misusing your Membership in a manner which has a detrimental effect on the Service or any of our other services, our systems or information, or any other customers; or
- b. have materially breached the Terms and Conditions and the breach is not capable of remedy, or if capable of remedy, it is not rectified within 14 days of notice by us; or
- c. have breached the Privacy Act.

46. You may cancel your Membership immediately by giving us written notice if we have materially breached these Terms and Conditions and the breach is not capable of remedy, or if capable of remedy, it is not rectified within 14 days of notice by you. If you cancel your Membership under this clause 46, we will refund the price paid by you for the Membership:

- a. if your Membership Option is a month to month subscription, in respect of the current Month and any prior Month in which the breach occurred, up to a maximum of 12 months in total; and
- b. if your Membership Option is an annual subscription, in respect of the current Membership Period.

### **Varying these Terms and Conditions**

47. We may amend these Terms and Conditions at any time by giving you at least 30 days' prior written notice (**'Notice of Variation'**).

48. If you do not agree to be bound by the varied Terms and Conditions you may cancel your Membership by notifying us in accordance with clause 33.

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

50. Notwithstanding anything contained in clauses 47 to 49, we do not need to notify you of variations to these Terms and Conditions to provide for additional types of Membership or additional Services, unless the additional types of Membership or additional Services result in a change in the price payable for your Membership or otherwise detrimentally affect you. We may vary any of the contact details for Equifax set out in these Terms and Conditions at any time, by giving you at least 30 days' written notice.

### **Governing law**

51. 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.