

PRIVACY AND CREDIT REPORTING POLICY

Version 2.0 — May 2026

1. INTRODUCTION AND SCOPE

1.1 This is the Privacy and Credit Reporting Policy ("**Policy**") of VIVA UNITY PTY LTD ATF COETZEE GROUP TRADING TRUST T/A EFT CAPITAL ("**EFT CAPITAL**", "**we**", "**us**", or "**our**") (ABN 55 493 287 124), holder of Australian Credit Licence number 389222.

1.2 This Policy sets out how EFT CAPITAL collects, holds, uses, and discloses personal information, credit information, credit eligibility information, credit provider ("**CP**") derived information, financial hardship information, and sensitive information. It is designed to comply with:

- the *Privacy Act 1988* (Cth), as amended by the *Privacy and Other Legislation Amendment Act 2024*;
- the Australian Privacy Principles ("**APPs**");
- the *Privacy (Credit Reporting) Code 2025* ("**CR Code**");
- the *Privacy Regulation 2013*; and
- all other applicable Australian privacy legislation and regulatory guidance.

1.3 This Policy consolidates EFT CAPITAL's privacy obligations into a single, comprehensive document. It replaces and supersedes any previous separate policies, including the former General Privacy Policy, Credit Information Privacy Policy, and Hardship Privacy Policy.

1.4 This Policy applies to:

1. all persons who access EFT CAPITAL's website or otherwise deal with EFT CAPITAL;
2. persons who apply for, or receive, credit from EFT CAPITAL;
3. guarantors and proposed guarantors;
4. persons who apply for hardship variations under their credit contracts;

5. persons who apply for employment with EFT CAPITAL; and
6. contractors and suppliers engaged by EFT CAPITAL.

1.5 This Policy is available on the EFT CAPITAL website and in hard copy on request by contacting our Privacy Officer (see Section 24).

1.6 This Policy was last updated in April 2026 (Version 2.0).

2. KEY DEFINITIONS

The following terms are used throughout this Policy. Where a term is defined in the *Privacy Act 1988* (Cth) or the CR Code, the statutory definition prevails.

2.1 "Personal information" (s 6, *Privacy Act 1988*) means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether it is recorded in a material form or not. Examples include your name, address, date of birth, contact details, and employment information.

2.2 "Credit information" (s 6N, *Privacy Act 1988*) means personal information that is one or more of the following types of information about you:

- identification information;
- consumer credit liability information;
- repayment history information;
- information about credit applications (including the type of credit and amount sought);
- default information;
- payment information;
- new arrangement information;
- court proceedings information;
- personal insolvency information;
- publicly available information relevant to your creditworthiness; and

- serious credit infringement information.

2.3 "Credit eligibility information" (s 6P, *Privacy Act 1988*) means information that has been disclosed to EFT CAPITAL by a Credit Reporting Body (CRB), together with any information that EFT CAPITAL derives from that disclosure. This includes credit reports and credit scores provided to EFT CAPITAL by CRBs, and any assessments EFT CAPITAL produces using CRB-sourced data.

2.4 "CP derived information" (s 6PA, *Privacy Act 1988*) means information that EFT CAPITAL derives from information disclosed to EFT CAPITAL by a CRB. This includes internal credit risk ratings, credit scores, and other assessments generated by EFT CAPITAL. CP derived information does not include your financial information in a recognisable form.

2.5 "Financial hardship information" (s 6QA, *Privacy Act 1988*) means information about financial hardship arrangements between you and EFT CAPITAL, including temporary hardship arrangements and permanent variations to your credit contract. Financial hardship information is recorded as part of your repayment history information on your credit report.

2.6 "Sensitive information" (s 6, *Privacy Act 1988*) means personal information about an individual's racial or ethnic origin, political opinions, membership of a political association, 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, genetic information, biometric information, or biometric templates.

2.7 "Credit Reporting Body" or "CRB" means an entity that carries on a credit reporting business within the meaning of s 6H of the *Privacy Act 1988*. A CRB collects, holds, and discloses credit information about individuals for the purpose of providing credit reports to credit providers and other recipients permitted by law.

2.8 "Australian Privacy Law" means, collectively, the *Privacy Act 1988* (Cth) (as amended), the Australian Privacy Principles, and the *Privacy (Credit Reporting) Code 2025*.

3. ANONYMITY AND PSEUDONYMITY

3.1 Under APP 2, individuals have the option of not identifying themselves, or of using a pseudonym, when dealing with EFT CAPITAL. For example, you may make a general enquiry about our products without providing your real name.

3.2 However, EFT CAPITAL cannot process loan applications, provide credit, or enter into credit contracts without verifying your identity. This is because EFT CAPITAL is required by law to verify the identity of borrowers and guarantors under:

- the *National Consumer Credit Protection Act 2009* (Cth) ("**NCCP Act**");
- the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth); and
- the *National Consumer Credit Protection Regulations 2010* (Cth).

3.3 If you choose not to identify yourself, EFT CAPITAL may be unable to provide you with the products or services you have requested.

4. KINDS OF PERSONAL INFORMATION WE COLLECT

4.1 General Personal Information

EFT CAPITAL may collect the following categories of general personal information:

- your name, current address, previous addresses, and duration of residence at each address;
- your date of birth;
- your contact details, including telephone numbers and email addresses;
- your employment details, including your current and previous employers, duration of employment, and income; and
- details of your referees, including their names, addresses, and contact details.

4.2 Website Information

When you visit the EFT CAPITAL website, we may collect the following information:

- your IP address and domain name;
- the date and time of your website access;

- the pages you accessed on our website;
- the address of any website that referred you to our website; and
- information collected through cookies, anonymous identifiers, and session variables.

Please note that your internet browser or internet service provider may also separately collect information about your browsing activity.

4.3 Employment Applicant Information

If you apply for a position with EFT CAPITAL, we may also collect:

- your education, training, and qualifications;
- your work history;
- your professional association memberships; and
- your criminal history (where relevant to the position and permitted by law).

5. CREDIT INFORMATION WE COLLECT

This section describes the categories of credit information EFT CAPITAL may collect, as defined under s 6N of the *Privacy Act 1988*. This section satisfies the requirements of s 21B(4)(a) of the *Privacy Act*.

5.1 Identification Information

Information used to identify you, including your full name, date of birth, current and previous addresses, driver's licence number, and other identification details.

5.2 Consumer Credit Liability Information

Information about your consumer credit accounts, including the type of account (for example, a car loan or credit card), the date the account was opened and, if applicable, closed, the credit limit or loan amount, and the terms of the credit.

5.3 Repayment History Information

Information about whether you have made your required monthly repayments on time. This includes information about whether a payment was made by the due date, whether a payment was late, and when a late payment was ultimately made. From 1 July 2022, repayment history information also includes financial hardship information (see Section 8).

5.4 Financial Information

EFT CAPITAL collects financial information to assess your credit application and ongoing capacity to meet repayment obligations. This includes:

- income from all sources, including employment income and government benefits;
- employment status;
- assets;
- expenses; and
- existing debts and financial commitments.

Important: Financial information is collected and used by EFT CAPITAL for responsible lending purposes under the NCCP Act. EFT CAPITAL does **not** disclose your financial information (income, assets, expenses, and debts) to CRBs.

5.5 Information About Credit Applications

Information about credit applications you have made, including the type of credit sought, the amount applied for, and whether EFT CAPITAL made an information request to a CRB in connection with your application.

5.6 Default Information

Information about overdue payments. A default may be listed on your credit report where a payment is more than 60 days overdue and EFT CAPITAL has issued the required notices in accordance with the *Privacy Act 1988* and the CR Code.

The default information provisions require:

1. The overdue amount must be at least \$150 (s 6Q(1)(b)(ii));
2. A written notice must be given to you at least 14 days before listing (s 6Q(1)(c));
3. EFT CAPITAL must also give you a s 21D(3) notice (separate from the s 6Q notice) before listing default information.

5.7 Payment Information

Information that an overdue payment, which was the subject of default information, has subsequently been paid.

5.8 New Arrangement Information

Information about the terms of any variation agreed between you and EFT CAPITAL in relation to your payment obligations under your credit contract.

5.9 Court Proceedings Information

Information about any judgment of an Australian court that relates to credit that has been provided to you, or that you have applied for.

5.10 Personal Insolvency Information

Information about your bankruptcy, any debt agreement you have entered into, or any personal insolvency agreement, as recorded on the National Personal Insolvency Index.

5.11 Publicly Available Information

Information that is publicly available and that is relevant to your creditworthiness, such as information from public registers or court records.

5.12 Serious Credit Infringement Information

Information about a serious credit infringement, which may include:

- the fraudulent obtaining of credit, or an attempt to fraudulently obtain credit;

- the fraudulent evasion of credit obligations;
- an inability to contact you about an overdue payment for a period of at least 6 months; or
- an apparent intention on your part not to comply with your credit obligations.

6. CREDIT ELIGIBILITY INFORMATION

This section satisfies the requirements of s 21B(4)(b) of the *Privacy Act 1988*.

6.1 EFT CAPITAL holds credit eligibility information as defined in s 6P of the *Privacy Act 1988*. Credit eligibility information is information that has been disclosed to EFT CAPITAL by a CRB, together with any information that EFT CAPITAL derives from that disclosure.

6.2 Credit eligibility information includes:

- credit reports provided by CRBs;
- credit scores provided by CRBs; and
- other assessments or evaluations that incorporate CRB-sourced data.

6.3 EFT CAPITAL uses credit eligibility information to assess credit applications, manage existing credit contracts, and for other purposes permitted by Australian Privacy Law.

7. CP DERIVED INFORMATION

This section satisfies the requirements of s 21B(4)(c) of the *Privacy Act 1988*.

7.1 EFT CAPITAL derives information from disclosures made to EFT CAPITAL by CRBs. This is known as CP derived information, as defined in s 6PA of the *Privacy Act 1988*.

7.2 CP derived information includes internal credit risk ratings, credit scores, and other risk assessment tools generated by EFT CAPITAL using CRB-sourced data. These tools assist EFT CAPITAL in assessing applications for credit and managing credit risk.

7.3 CP derived information does not include your financial information (such as income, expenses, assets, or debts) in a recognisable form.

8. FINANCIAL HARDSHIP INFORMATION

This section addresses financial hardship information as defined in s 6QA of the *Privacy Act 1988* and s 8A of the *Privacy (Credit Reporting) Code 2025*.

8.1 What Is Financial Hardship Information?

Since 1 July 2022, credit providers are required by law to report financial hardship arrangements to CRBs as part of repayment history information. Financial hardship information records the fact that you have entered into a hardship arrangement with EFT CAPITAL.

There are two types of financial hardship arrangements:

7. **Temporary hardship arrangement** — where EFT CAPITAL agrees to temporarily vary your repayment obligations (for example, a temporary reduction in repayments or a temporary pause on repayments). This is coded as "A" on your credit report.
8. **Permanent variation** — where EFT CAPITAL permanently varies the terms of your credit contract (for example, extending the term of the loan or reducing the interest rate). This is coded as "V" on your credit report.

EFT CAPITAL is required by law to report financial hardship information to CRBs when reporting credit information. EFT CAPITAL cannot agree to withhold this reporting, even at your request.

8.2 Your Protections Under the CR Code

The *Privacy (Credit Reporting) Code 2025* (s 8A) provides the following important consumer protections in relation to financial hardship information:

9. **Credit scores:** CRBs must not use financial hardship information to calculate credit scores or risk assessments.
10. **Retention period:** Financial hardship information is retained on your credit report for a maximum of 12 months from the date the hardship arrangement ends.

11. **Non-discrimination:** Other credit providers must not refuse you credit, or reduce your credit limit, solely because financial hardship information appears on your credit report.

8.3 Distinction From Sensitive Hardship Information

It is important to understand the distinction between financial hardship information and the underlying reasons for your hardship. The reasons for your hardship — for example, health information, family circumstances, or details of your personal situation — are classified as sensitive information under the *Privacy Act 1988*. This sensitive information is not disclosed to CRBs. Only the fact of the hardship arrangement (and its type) is reported. See Section 9 for further details about how EFT CAPITAL handles sensitive information in the context of hardship applications.

9. SENSITIVE INFORMATION — HARDSHIP APPLICATIONS

9.1 When We Collect Sensitive Information

EFT CAPITAL may collect sensitive information when a borrower applies for a variation in repayment terms on the grounds of financial hardship under Part 4 of the *National Consumer Credit Protection Act 2009* (Cth). Hardship may arise because of illness, unemployment, or other reasonable cause that makes it difficult for you to meet your repayment obligations.

9.2 Kinds of Sensitive Information We May Collect

In connection with a hardship application, EFT CAPITAL may collect the following sensitive information:

- health information about you or a family member;
- information about the reasons for your current employment status;
- information about your education, training, and qualifications (where relevant to your capacity to earn income);
- information about changes to your marital or family status; and
- other matters relevant to your hardship application.

EFT CAPITAL will only collect sensitive information that is reasonably necessary for the purpose of assessing your hardship application, in accordance with APP 3.2.

9.3 Purposes

EFT CAPITAL collects, uses, and holds sensitive information obtained through hardship applications for the following purposes:

- assessing your hardship variation application;
- explaining our decision on your application;
- administering, monitoring, and recording any agreed variation to your credit contract;
- considering complaints through EFT CAPITAL's internal dispute resolution (IDR) process or through external dispute resolution (EDR);
- managing EFT CAPITAL's responsible lending obligations under the NCCP Act; and
- reporting to relevant authorities as required or authorised by law.

9.4 How We Disclose Sensitive Information

EFT CAPITAL will **not** disclose your sensitive information (the underlying reasons for your hardship) to any CRB, other credit provider, or third party, except:

12. as permitted or required by Australian Privacy Law;
13. for the purposes described in Section 9.3 above; or
14. with your explicit consent under APP 3.3.

The **fact** of a hardship arrangement will be reported to CRBs as financial hardship information (see Section 8), but the underlying sensitive information — including health information and personal circumstances — will **not** be disclosed to CRBs or other credit providers.

9.5 Consent

EFT CAPITAL requires your explicit consent under APP 3.3 before collecting sensitive information. This consent is obtained through the Privacy Collection Notice and Consent form provided to you at the time of your hardship application. You may withdraw your consent at any time, although this may affect EFT CAPITAL's ability to assess or continue a hardship arrangement.

10. HOW WE COLLECT YOUR INFORMATION

10.1 Direct Collection

EFT CAPITAL may collect personal, credit, and sensitive information directly from you through a variety of means, including:

- in person, over the telephone, by mail, by email, or electronically;
- through application forms, consent forms, or online forms submitted through our website; and
- through your use of our website, including through cookies, session variables, and other tracking technologies.

10.2 Collection From Third Parties

EFT CAPITAL may also collect personal and credit information about you from third parties, including:

- Credit Reporting Bodies;
- a person authorised by you to act on your behalf, such as an agent, broker, accountant, solicitor, financial counsellor, or introducer;
- referees nominated by you;
- your employers or former employers;
- government bodies and agencies;
- other financial institutions or credit providers; and
- our agents and service providers.

10.3 Notification

In accordance with APP 5, EFT CAPITAL will take reasonable steps to notify you at or before the time of collection — or, if that is not practicable, as soon as practicable afterwards — about the matters required by the APPs, including the purposes for which the information is collected, the entities to which it may be disclosed, and how you may access and correct the information.

11. PURPOSES OF COLLECTION, USE AND DISCLOSURE

11.1 General Purposes

EFT CAPITAL collects, uses, and discloses personal, credit, and sensitive information for the following purposes:

- administering contracts for the supply of goods or services;
- providing our credit products and services to you;
- processing loan applications and assessing your creditworthiness;
- considering proposed guarantees;
- managing credit contracts, including monitoring repayment performance;
- considering hardship variation applications;
- collecting debts or enforcing rights under credit contracts;
- assisting borrowers who are at risk of default;
- registering or searching interests on the Personal Property Securities Register;
- identifying individuals in accordance with EFT CAPITAL's obligations under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)*;
- investigating and responding to complaints;
- meeting legal and regulatory requirements, including reporting obligations;
- in connection with a prospective sale, transfer, or restructure of EFT CAPITAL's business or assets;

- securitisation activities or the assignment of debts; and
- any other purpose permitted or required by Australian Privacy Law.

11.2 Credit Reporting Purposes

In accordance with s 21B(4)(d) of the *Privacy Act 1988*, EFT CAPITAL collects, uses, and discloses credit information for the following credit reporting purposes:

- participating in the credit reporting system established by Part IIIA of the *Privacy Act 1988*;
- disclosing credit information to CRBs as described in this Policy;
- obtaining credit reports and credit scores from CRBs;
- assessing credit applications; and
- managing credit contracts and collecting debts.

11.3 Limitation

EFT CAPITAL will only collect, use, and disclose information for purposes that are permitted by Australian Privacy Law and the CR Code. EFT CAPITAL will not use or disclose information for purposes that are unrelated to those set out in this Policy, unless required or authorised by law or with your consent.

12. DIRECT MARKETING

12.1 EFT CAPITAL may use personal information (other than credit information, credit eligibility information, or sensitive information) to communicate with you about products and services that EFT CAPITAL believes may be of interest to you.

12.2 EFT CAPITAL will **not** disclose credit information, credit eligibility information, or CP derived information to any party for direct marketing purposes.

12.3 EFT CAPITAL will **not** use sensitive information for direct marketing purposes.

12.4 You have the right to opt out of receiving direct marketing communications from EFT CAPITAL at any time by contacting our Privacy Officer (See details at the end of this document).

12.5 EFT CAPITAL will action opt-out requests within a reasonable time.

12.6 You also have the right to request that a CRB exclude your credit reporting information from being used for direct marketing pre-screening purposes. To exercise this right, please contact the relevant CRB directly using the contact details set out in Section 14.

13. AUTOMATED DECISION-MAKING

13.1 From 10 December 2026, APPs 1.7, 1.8 and 1.9 of Schedule 1 to the *Privacy Act* require EFT CAPITAL to disclose whether personal information is used in substantially automated decisions that could significantly affect individuals' rights or interests.

13.2 EFT CAPITAL may use automated processes to assist in assessing credit applications. These automated processes may include automated credit scoring tools, risk assessment models, and other decision-support systems.

13.3 These automated processes are used to assist, not replace, human decision-making. A qualified EFT CAPITAL staff member reviews all credit decisions before they are finalised.

13.4 If you would like further information about how automated decision-making may affect you, or if you believe an automated decision has been made about you in error, you may contact EFT CAPITAL's Privacy Officer using the contact details in Section 24.

14. DISCLOSURE TO CREDIT REPORTING BODIES

This section satisfies the requirements of s 21B(4)(d) and (e) of the *Privacy Act 1988*.

14.1 Credit Reporting Bodies

EFT CAPITAL may disclose credit information to, and obtain credit reports from, the following CRBs:

Credit Reporting Body	Website
Equifax Australia Information Services and Solutions	www.equifax.com.au
Experian Australia	www.experian.com.au
illion	www.illion.com.au

14.2 Types of Information Disclosed to CRBs

EFT CAPITAL may disclose the following types of credit information to the CRBs listed above:

- identification information;
- consumer credit liability information;
- repayment history information, including financial hardship information;
- default information;
- payment information;
- new arrangement information;
- serious credit infringement information; and
- court proceedings information.

14.3 Information Not Disclosed to CRBs

- EFT CAPITAL will **not** disclose financial information (including your income, assets, expenses, and debts) or sensitive information (including the underlying reasons for any hardship arrangement) to CRBs.
- EFT CAPITAL will not disclose repayment history information about you to a CRB if your credit contract with EFT CAPITAL has been in effect for less than 14 days.

14.4 Use by CRBs

CRBs may include the information disclosed by EFT CAPITAL in credit reports provided to other credit providers and other recipients permitted by law. This means that other credit providers may have access to information about your credit history with EFT CAPITAL when assessing your future credit applications.

14.5 CRB Privacy Policies

Each CRB has its own privacy policy that explains how it manages credit-related information. EFT CAPITAL encourages you to review the privacy policies of the relevant CRBs. These are available on the CRB websites listed in the table above.

15. DISCLOSURE TO OTHER THIRD PARTIES

15.1 EFT CAPITAL may disclose personal information, credit information, and credit eligibility information to the following categories of third parties:

- other credit providers (with your consent or as otherwise permitted by law);
- data aggregation services such as illion (<https://bankstatements.com.au/>) for bank statement retrieval;
- VEVO checks for visa holders (<https://online.immi.gov.au/>);
- PPSR checks (www.ppsrcloud.com);
- proposed guarantors (credit information relevant to the guarantee being considered);
- your authorised representatives, including agents, brokers, solicitors, and financial counsellors;
- debt collection agencies engaged by EFT CAPITAL;
- legal advisers;
- insurers providing credit-related insurance;
- service providers engaged by EFT CAPITAL, including document storage and IT service providers;

- government agencies and regulators, including the Australian Securities and Investments Commission (ASIC), the Office of the Australian Information Commissioner (OAIC), and the Australian Financial Complaints Authority (AFCA);
- prospective purchasers or transferees of EFT CAPITAL's business or assets; and
- any party to securitisation arrangements or assignments of debt.

15.2 EFT CAPITAL requires third-party service providers to comply with Australian Privacy Law and to handle your information in accordance with standards equivalent to those maintained by EFT CAPITAL.

15.3 Where verbal authorisation is given for the release of information to a third party, EFT CAPITAL will verify your identity before acting on the authorisation. The verbal authorisation will be recorded and confirmed in writing within 5 business days.

16. OVERSEAS DISCLOSURE

This section satisfies the requirements of APP 1.4(g)–(h) and s 21B(4)(i)–(j) of the *Privacy Act 1988*.

16.1 EFT CAPITAL does not currently disclose personal information, credit information, or sensitive information to overseas recipients.

16.2 If EFT CAPITAL's practices change in the future and overseas disclosure becomes necessary, EFT CAPITAL will update this Policy to identify the countries where overseas recipients are likely to be located.

16.3 EFT CAPITAL will not disclose credit eligibility information or CP derived information to overseas entities except as permitted by Australian Privacy Law.

16.4 Before making any overseas disclosure, EFT CAPITAL will take reasonable steps to ensure that the overseas recipient does not breach the APPs in relation to the information, in accordance with APP 8.

17. DATA SECURITY

This section addresses EFT CAPITAL's obligations under APP 11.1 and the new APP 11.3 of the *Privacy Act 1988*.

17.1 Technical Measures

EFT CAPITAL implements the following technical measures to protect personal, credit, and sensitive information:

- encryption of electronic data at rest and in transit;
- password protection and multi-factor authentication for access to EFT CAPITAL systems;
- firewalls and intrusion detection systems;
- regular security testing and vulnerability assessments;
- secure disposal of electronic storage media when no longer required.

17.2 Organisational Measures

In accordance with APP 11.3, EFT CAPITAL has implemented the following organisational measures:

- access controls that limit information access to authorised personnel only, on a need-to-know basis;
- regular staff training on privacy obligations and information security;
- secure physical storage for paper records, including locked filing cabinets and restricted access areas;
- contractual obligations on third-party service providers to maintain security standards equivalent to those of EFT CAPITAL;
- documented incident response procedures for detecting, containing, and responding to security incidents; and
- regular review and updating of security measures to address emerging risks.

17.3 Website Security

EFT CAPITAL takes reasonable steps to secure information transmitted through its website. However, EFT CAPITAL is not responsible for the security of devices, browsers, or networks used by individuals to access

the EFT CAPITAL website. EFT CAPITAL recommends that you maintain up-to-date security software on your devices and take reasonable precautions when transmitting information electronically.

18. DATA RETENTION AND DESTRUCTION

This section addresses EFT CAPITAL's obligations under APP 11.2 and the retention periods specified in the *Privacy (Credit Reporting) Code 2025 (s 1A)* and ss 20W–20X of the *Privacy Act 1988*.

18.1 Retention

- EFT CAPITAL retains personal and credit information only for as long as it is needed for the purposes described in this Policy, or as required by law.
- Credit information is retained in accordance with the retention periods specified in the *Privacy Act 1988* and the CR Code.
- Financial hardship information is retained for a maximum of **12 months** after the hardship arrangement ends.
- Sensitive information collected during hardship applications is retained only for the duration of the hardship arrangement and any related complaint, plus any additional period required for legal compliance.

18.2 Destruction

When information is no longer needed for any purpose described in this Policy and no legal obligation requires its retention, EFT CAPITAL will take reasonable steps to destroy or de-identify the information. Specifically:

- electronic records will be securely deleted using industry-standard methods;
- physical records will be securely shredded or destroyed; and
- EFT CAPITAL will notify relevant CRBs if credit information is required to be corrected or destroyed.

19. NOTIFIABLE DATA BREACHES

This section addresses EFT CAPITAL's obligations under Part IIIC of the *Privacy Act 1988*.

19.1 EFT CAPITAL is a covered entity under the Notifiable Data Breaches (NDB) scheme established by Part IIIC of the *Privacy Act 1988*.

19.2 If EFT CAPITAL becomes aware of an eligible data breach — or has reasonable grounds to suspect that an eligible data breach has occurred — EFT CAPITAL will:

- conduct a reasonable and expeditious assessment of the suspected breach within 30 days;
- if the breach is assessed as likely to result in serious harm to any individual, notify the Office of the Australian Information Commissioner (OAIC) and affected individuals as soon as practicable; and
- include in the notification a description of the breach, the kinds of information involved, and recommended steps that individuals should take in response.

19.3 EFT CAPITAL has established internal procedures for detecting, containing, assessing, and responding to data breaches.

19.4 EFT CAPITAL takes the protection of health information and financial information particularly seriously, given the potential for serious harm that may result from breaches involving such information.

20. ACCESSING YOUR INFORMATION

This section satisfies the requirements of APP 1.4(e), s 21B(4)(e), and s 19 of the *Privacy (Credit Reporting) Code 2025*.

20.1 You have the right to request access to personal information, credit information, credit eligibility information, and sensitive information held about you by EFT CAPITAL.

20.2 Access requests should be made in writing to EFT CAPITAL's Privacy Officer using the contact details in Section 24.

20.3 EFT CAPITAL will require you to verify your identity before granting access to your information. This may include providing photo identification or other proof of identity.

20.4 There is no charge for making a request. However, EFT CAPITAL may apply a reasonable administration fee for the cost of providing access (for example, photocopying or retrieval costs). EFT CAPITAL will inform you of any applicable fee before processing your request.

20.5 EFT CAPITAL will respond to access requests within 30 days of receiving the request.

20.6 EFT CAPITAL may refuse to provide access in limited circumstances, including where:

- providing access would pose an unreasonable risk to the health or safety of any individual;
- the information is subject to legal professional privilege;
- the information is commercially sensitive internal information that EFT CAPITAL is not required by law to disclose; or
- access is not permitted by law.

If EFT CAPITAL refuses access, it will provide you with written reasons for the refusal.

20.7 EFT CAPITAL cannot provide access to credit information held by CRBs. If you wish to access your credit report, please contact the relevant CRB directly using the contact details set out in Section 14.

20.8 If you believe you have been, or are likely to be, a victim of fraud (including identity fraud), you have the right to request that a CRB not use or disclose your credit reporting information. Contact the relevant CRB directly using the details in Section 14 above.

21. CORRECTING YOUR INFORMATION

This section satisfies the requirements of APP 1.4(f), s 21B(4)(f), and s 20 of the *Privacy (Credit Reporting) Code 2025*.

21.1 You have the right to request that EFT CAPITAL correct personal information, credit information, or credit eligibility information that is inaccurate, out of date, incomplete, irrelevant, or misleading.

21.2 Correction requests should be made in writing to EFT CAPITAL's Privacy Officer using the contact details in Section 24.

21.3 EFT CAPITAL will respond to correction requests within 7 business days of making a decision on the request, and in any case within 30 days of receiving the request.

21.4 If EFT CAPITAL agrees to correct information that has been disclosed to a CRB, EFT CAPITAL will notify the relevant CRB of the correction within 7 business days.

21.5 If EFT CAPITAL refuses to correct the information, EFT CAPITAL will:

15. provide you with written reasons for the refusal; and

16. inform you of your right to request that a statement of the correction sought be associated with the information.

21.6 If you are not satisfied with the outcome of a correction request, you may lodge a complaint with the Office of the Australian Information Commissioner (see Section 22.3).

22. COMPLAINTS

This section satisfies the requirements of APP 1.4(f), s 21B(4)(g)–(h), and s 21 of the *Privacy (Credit Reporting) Code 2025*.

22.1 Internal Dispute Resolution (IDR)

If you have a complaint about how EFT CAPITAL has handled your personal information, credit information, or sensitive information, you may contact our IDR Manager:

IDR Manager:	Charl Coetzee
Phone:	1300 722 744
Email:	info@eftcapital.com.au
Address:	5/38 Dominions Rd, Ashmore QLD 4214

EFT CAPITAL will acknowledge receipt of your complaint within **one (1) business day**.

EFT CAPITAL will provide a substantive response to your complaint within 30 days. For complaints relating to hardship, EFT CAPITAL will respond within 21 days, consistent with ASIC Regulatory Guide 271 (RG 271).

If your complaint requires further investigation, EFT CAPITAL will inform you and provide an estimated timeframe for resolution.

22.2 External Dispute Resolution (EDR)

If you are not satisfied with the outcome of EFT CAPITAL's IDR process, you may refer your complaint to the Australian Financial Complaints Authority (AFCA):

Organisation:	Australian Financial Complaints Authority (AFCA)
Address:	GPO Box 3, Melbourne VIC 3001
Phone:	1800 931 678 (free call)
Website:	www.afca.org.au

22.3 Office of the Australian Information Commissioner (OAIC)

You may also lodge a complaint directly with the Office of the Australian Information Commissioner:

Organisation:	Office of the Australian Information Commissioner
Address:	GPO Box 5288, Sydney NSW 2001
Phone:	1300 363 992

Organisation:	Office of the Australian Information Commissioner
Website:	www.oaic.gov.au

23. CHANGES TO THIS POLICY

23.1 EFT CAPITAL may update this Policy from time to time to reflect changes in law, technology, business practices, or regulatory guidance.

23.2 The current version of this Policy will be published on the EFT CAPITAL website, together with the version number and date of the most recent update.

23.3 Where changes materially affect how EFT CAPITAL handles credit information, EFT CAPITAL will take reasonable steps to notify affected individuals.

23.4 Your continued dealings with EFT CAPITAL after notice of changes to this Policy constitutes your acceptance of the updated Policy.

24. CONTACT US

If you have any questions about this Policy, wish to make a request regarding your personal information, or wish to lodge a complaint, please contact us:

Privacy Officer:	Charl Coetzee
Phone:	1300 722 744
Email:	info@eftcapital.com.au
Address:	5/38 Dominions Rd, Ashmore QLD 4214

Privacy Officer:	Charl Coetzee
EFT CAPITAL website:	https://eftcapital.com.au/