

# POSTVILLE PTY LTD PRIVACY POLICY

Postville Pty Ltd ABN 23 057 201 626 ("Allclass") is committed to protecting the privacy of persons who deal with Allclass from time to time (whether it be through agreements for, or related or incidental to, the supply of products and/or services which Allclass is in the business of promoting, selling and/or providing and/or for, or related to or incidental to, the provision of any credit in connection with such agreements (together, the "Relevant Agreements"), or otherwise, (each a "Relevant Person")), subject to and in accordance with the Privacy Act 1988 (Cth) (the "Privacy Act").

For the avoidance of doubt, where a Relevant Agreement so specifies, upon a Relevant Person entering into a Relevant Agreement, that person will be taken to acknowledge, consent and agree to the terms and conditions of this Postville Pty Ltd Privacy Policy Version PP-2009-1 with effective date 18 March 2009 (the "Privacy Policy") and where applicable authorise Allclass to take such steps as prescribed herein.

This Privacy Policy sets out, among other things, how Allclass may deal with certain personal information (as defined in the Privacy Act, the "Personal Information") in certain circumstances.

## 1. PERSONAL INFORMATION

Without limitation to the definition under the Privacy Act, Personal Information about a Relevant Person may include but is not limited to:

- 1.1 the Relevant Person's identity particulars (such as its name, sex, address, telephone numbers, e-mail addresses, previous two addresses, date of birth, employer and drivers licence number) ("Identity Particulars");
- 1.2 information about purchase details, service details, warranty and service transaction information provided by: the Relevant Person; Allclass's suppliers and/or its or its suppliers dealers and/or distributors (together being "Allclass's Dealer and Supplier Network"); Allclass's related and/or associated entities and/or its or their respective directors, shareholders and/or employees (together being, "Allclass's Affiliates"); and/or any third parties; and/or
- 1.3 information about the Relevant Person's consumer and/or commercial: financial circumstances, position and/or performance; credit worthiness; credit history; credit standing; and/or credit capacity (the "Financial Circumstances").

## 2. COLLECTION OF PERSONAL INFORMATION

Subject to the Privacy Act, Allclass may request, make enquiries about, obtain and/or otherwise collect certain Personal Information about a Relevant Person from time to time (including but not limited to any credit reports), from various sources to the extent permitted by the Privacy Act, including but not limited to (together, the "Information Sources"):

- 2.1 the Relevant Person and/or its associated entities and/or its and/or its associated entities directors, shareholders and/or employees directly (such as when the Relevant Person and/or its directors, shareholders and/or employees provides information in direct written or verbal correspondence or over the internet with Allclass or in connection with any Relevant Agreements);
- 2.2 from Allclass's Dealer and Supplier Network when the Relevant Person purchases any products or has them serviced, repaired or replaced or makes any complaints;
- 2.3 from competition entry forms;
- 2.4 from third parties whom Allclass engage to collect and/or manage data on its behalf;
- 2.5 the persons nominated by the Relevant Persons as trade and/or credit referees in connection with any credit application by, or proposed guarantee relating to such credit application from, a Relevant Person in connection with any consumer and/or commercial credit provided or to be provided by Allclass (together a "Credit Application/ Guarantee");
- 2.6 any government registries such as the Australian Securities and Investment Commission (and/or similar company registry) and/or any applicable motor vehicle and/or land title registry holding Personal Information;
- 2.7 the Relevant Person's creditors, bankers and financiers, credit providers, financial counsellors, mortgage and trade insurers;
- 2.8 credit reporting agencies to assess the Personal Information (including but not limited to the Relevant Person's Financial Circumstances) for the purposes of assessing: any Credit Application/ Guarantee; and/or any arrears which the Relevant Person may have fallen into, any overdue amounts from the Relevant Person (and any collections thereof) and/or any breach

of obligations and/or representations by the Relevant Person and/or the occurrence of any event of default under any Relevant Agreement (together a "Default Event"); and

2.9 any person or business that provides consumer and/or commercial credit worthiness information, credit references and/or default listings.

For the avoidance of doubt, the Relevant Person consents to such Information Sources providing Allclass such information.

## 3. USE AND DISCLOSURE OF PERSONAL INFORMATION

3.1 Subject to the Privacy Act, Allclass will only record, retain, use and/or disclose Personal Information about a Relevant Person which it receives (whether from any Information Source or otherwise) solely for its business purposes, which may include but is not limited to:

- 3.1.1 establishing the Relevant Person's account with Allclass;
- 3.1.2 communicating to or with the Relevant Person and/or its shareholders, directors and/or employees directly;
- 3.1.3 purchasing or considering purchasing products and/or services from the Relevant Person;
- 3.1.4 assessing any Credit Application/ Guarantee;
- 3.1.5 fulfilling Allclass's obligations under any agreement it may have with the Relevant Person from time to time;
- 3.1.6 promoting, providing and/or selling any of its products and/or services to the Relevant Person;
- 3.1.7 providing the Relevant Person with marketing material and/or other information about Allclass's products and/or services and/or any special offers;
- 3.1.8 complying with its legal obligations;
- 3.1.9 assisting Allclass in managing its business, products and/or services;
- 3.1.10 conducting customer and/or market research to improve the quality of, and/or develop, its products and/or services to better suit its customer's needs and/or preferences;
- 3.1.11 disclosing Personal Information to Allclass's Affiliates and/or any third parties engaged by Allclass to provide services to and/or for Allclass (such as Allclass's relevant: delivery and/or service agents; financiers, insurers and/or other financial service providers; marketing researchers; suppliers; and/or professional advisers and/or consultants); and
- 3.1.12 disclosing information to Allclass's Dealer and Supplier Network as reasonably required.

3.2 Subject to the Privacy Act, Allclass will not record, retain, use or disclose any Personal Information for any purpose other than referred to in Clause 3.1 without your consent, except in limited circumstances such as the following:

- 3.2.1 Allclass may disclose Personal Information where such disclosure is required by law;
- 3.2.2 Where there is reason to suspect that unlawful activity has, or may be, engaged in, Allclass may record, retain, use or disclose the Personal Information as a necessary part of its investigation of the matter or in reporting its concerns to relevant persons or authorities;
- 3.2.3 Allclass may provide to, and exchange with, any person whose name is given to Allclass in connection with that Relevant Person, Personal Information about the Relevant Person (such as in connection with a Credit Application/ Guarantee or a Default Event);
- 3.2.4 Allclass may provide to, and exchange with, Allclass's collection agents and/or debt collectors Personal Information about the Relevant Person following a Default Event in which case Allclass may disclose such Personal Information to such collection agency and/or debt collector for the purposes of enforcing its rights in connection with such a Default Event;
- 3.2.5 disclose Personal Information about the Relevant Person to credit reporting agencies before, during or after Allclass provides credit to the Relevant Person (or, as the case may be, enters into a guarantee with such Relevant Person) and this includes but is not limited to:
  - (a) Identity Particulars;
  - (b) the fact the Relevant Person has applied for credit and the credit limit/ amount and that Allclass is a credit provider to the

Relevant Person and/or, as the case may be, the fact the Relevant Person has granted a guarantee in favour of Allclass;

(c) advice about payments at least 60 days overdue and which are in collection (and advice that payments are no longer overdue or in collection);

(d) advice that cheques drawn by the Relevant Person which are more than \$100 have been dishonoured;

(e) the fact that the Relevant Person has committed a serious credit infringement; and

(f) the fact that the credit provided to or any guarantee provided by the Relevant Person has been discharged;

3.2.6 exchange Personal Information about the Relevant Person with another credit provider who is named in any Credit Application/ Guarantee or in a credit report issued by a credit reporting agency or who provides credit to the Relevant Person or is a beneficiary of a guarantee of the Relevant Person and this may be for purposes including, but not limited to:

(a) assessing the Financial Circumstances of the Relevant Person and/or assessing any Credit Application/ Guarantee;

(b) assisting the Relevant Person to avoid defaulting in its credit obligations or under any guarantee;

(c) assessing the Relevant Person's position upon the occurrence of a Default Event;

(d) notifying other credit providers of a Default Event relating to a Relevant Person;

(e) exchanging information about the Relevant Person's credit or guarantee obligations (as the case may be) with other credit providers; and

(f) administering any credit agreement or guarantee (as the case may be) and/or

3.2.7 Allclass may provide Personal Information about the Relevant Person as reasonably necessary to a likely or actual buyer of the whole or part of Allclass's share capital, assets and/or business.

## 4. PURPOSE OF PERSONAL INFORMATION

If the Relevant Person or any other Information Source does not, or chooses not to, provide Personal Information about a Relevant Person, Allclass may not be able to provide the Relevant Person with the products and/or services such Relevant Person may require from time to time (or a reasonably standard of service) and without limitation to the foregoing, in the case of any Credit Application/ Guarantee, if Allclass is not able to obtain the Personal Information it requires for such purposes, it will be unable to process the credit application relating to such Credit Application/ Guarantee (although, for the avoidance of doubt, Allclass is under no obligation to accept such credit application if Allclass does have all such information).

## 5. PERSONAL INFORMATION OF ANOTHER PERSON

The Relevant Person represents and warrants that, and further acknowledges and agrees that, when the Relevant Person provides Allclass with Personal Information about another person for the purposes of the Relevant Person's credit application or a proposed guarantee relating to such credit application, it has or must (as the case may be) prior to providing such information to Allclass informed or inform (as the case may be) that other person that:

5.1 it intends to provide such information to Allclass for such purposes;

5.2 without that information Allclass may not be able to process the relevant credit application; and

5.3 that person can access such information which Allclass holds upon request from Allclass.

## 6. SECURITY

Allclass will take reasonable steps to protect the information it holds from misuse and loss from unauthorised access, modification or disclosure. Transmission of data over the internet cannot be guaranteed as totally secure. As a result Allclass is unable to guarantee the security of any information transmitted to it over the internet.

## 7. FUTURE CHANGES TO PRIVACY POLICY

Allclass may from time to time, review and revise its policies. Accordingly, Allclass reserves the right to change this Privacy Policy at anytime by posting such revised version on its website at [www.allclass.com.au](http://www.allclass.com.au)