

CREDIT REPORTING POLICY

Last updated: 05/07/2023

1. This Credit Reporting Policy is published by Shinda Australia Pty Ltd (ABN 90 658 631 442) (“**we/us/our**”).
2. We are a credit provider within the meaning of the Privacy Act 1988 (Cth) (“**the Privacy Act**”) when we provide goods to you and do not require payment for at least 7 days.
3. Our Credit Reporting Policy describes how we manage credit information for the purposes of the Privacy Act.
4. Terms such as “credit information”, “credit reporting body”, “identification information”, “affected information recipients” used in this Credit Reporting Policy, are as defined as in the Privacy Act.
5. If you wish to gain access to your credit information or if you have any questions about what sort of credit information we hold and for what purposes and how we collect, hold, use and disclose that information, please contact our Privacy Officer, whose contact details are:

Privacy Officer

info@shinda.com.au

Kinds of credit information that we collect, and how we collect it

6. Credit information is information that is taken into consideration when you apply for or use credit that has been provided to you by us.
7. The kinds of credit information which we may collect, use and disclose are:
 - (a) Identification information which includes, but is not limited to your name, ABN, address, gender, date of birth, and drivers’ licence number;
 - (b) whether you have applied for credit from another credit provider (including the type and amount of credit, the name of the provider, repayment terms and whether the credit has been repaid in full);
 - (c) whether another credit provider has accessed your credit file held by a credit reporting body to assess credit applications made by you;
 - (d) your credit repayment history;
 - (e) whether you owe any outstanding amounts to a credit provider for more than 60 days;
 - (f) whether any debt collection has commenced against you by another credit provider;
 - (g) whether you have now paid any overdue payments;
 - (h) whether any credit arrangements with you have been varied as a result of any default by you;
 - (i) whether there are any court judgments against you relating to credit;
 - (j) information about you that is entered or recorded in the National Personal Insolvency Index;
 - (k) publicly available information that relates to your activities in Australia and your credit worthiness; and
 - (l) information relating to your credit worthiness from a credit reporting body or another credit provider.
8. We collect credit information about you:
 - (a) when we provide goods to you and do not require payment for at least 7 days;

- (b) from information we may receive from credit reporting bodies such as Dun & Bradstreet and Veda Advantage Ltd and/or affected information recipients; and
- (c) from publicly available sources of information.

How we hold your credit information

- 9. We are committed to protecting your credit information from unauthorised access, modification and disclosure.
- 10. We store your credit information either in hard copy form or as electronic data in our IT systems.
- 11. We use commercially reasonable physical, managerial and technical safeguards to preserve the integrity and security of information in our care, both during transmission and once we receive it.
- 12. No method of transmission over the internet, or method of electronic storage is 100% secure however. Therefore, while we strive to use commercially acceptable means to protect your information, we cannot guarantee its absolute security. We maintain physical security over our hard copy and electronic data, such as locks and security systems. We also maintain computer and network security, for example, by using firewalls and other security systems such as user identifiers and passwords to control access to our computer system.

Our purposes for collecting, holding, using and disclosing your credit information

- 13. We may collect, hold, use and disclose your credit information for any of the following purposes, as permitted by the Privacy Act:
 - (a) to assess your credit worthiness and to decide whether we will permit you to buy goods from us on credit. That includes obtaining credit reports about you;
 - (b) debt recovery;
 - (c) to disclose your personal information to debt collection agencies if you do not pay our invoices on time;
 - (d) to register a security interest on the Personal Property Securities Register;
 - (e) to assign debts and obligations; and
 - (f) to deal with complaints and/or meet legal and regulatory requirements.
- 14. We do not disclose your credit information to entities outside Australia.

Disclosure of your credit information to credit reporting bodies

- 15. We may disclose your credit information to credit reporting bodies as permitted by the Privacy Act. This information may be included in reports that credit reporting bodies provide to other credit providers to assist them to assess your credit worthiness.
- 16. If we disclose your credit information to a credit reporting body, we will tell you the name and contact details of the relevant credit reporting body, and provide you with any other relevant information before disclosing your credit information to that credit reporting body.
- 17. You have the right to request a credit reporting body not to use your credit information for the purposes of pre-screening of direct marketing by a credit provider.
- 18. You also have the right to request a credit reporting body not to use or disclose credit information about you, if you believe on reasonable grounds that you have been, or are likely to be a victim of fraud.

How you can access and correct your credit information?

- 19. If you would like to access or correct the credit information that we hold about you, you are able to access and update that information by contacting our Privacy Officer using the details at the top of this Credit Reporting Policy.

20. We will deal with any request from you to obtain access to your credit information within a reasonable time. You will be granted access to your credit information, unless there is an exception which applies under the Privacy Act. If we refuse to provide you with access to your credit information, we will provide you with reasons for the refusal, unless it is unreasonable for us to do so. There is no charge for making a request for access to your credit information, however we may charge you a reasonable fee to compensate for any costs incurred when giving you access to your credit information.
21. We will take reasonable steps to correct any of your personal information that you can establish is inaccurate, incomplete, out-of-date, irrelevant or misleading, within 30 days of receipt of your request.
22. There is no charge for making a request to correct your credit information.

Complaints

23. If you wish to make a complaint about the manner in which we collect, hold, use or disclose your credit information or believe that we have not complied with our obligations under the Privacy Act, you may do so verbally or in writing to our Privacy Officer at the contact details set out above.
24. Our complaints process is:
 - (i) we will acknowledge your complaint and set out how we will deal with it, within 7 days of receipt of your complaint;
 - (ii) we will then investigate your complaint and advise you of the outcome within 30 days of receipt of your complaint;
 - (iii) if your complaint cannot be resolved satisfactorily within 30 days of receipt of your complaint and there is no timely prospect of the complaint being resolved, you may submit your complaint to the Office of the Australian Information Commissioner (**OAIC**).