



# Conditions of Use and Credit Guide



*Make it possible™ - CreditLine®*

WUA  
(10/18)

**Please attach the Financial Table from Latitude, here.**



Booklet No.

## Credit Guide

Latitude Finance Australia (ABN 42 008 583 588) (“Latitude”). Australian Credit Licence Number 392145. This credit guide gives you some information about our responsible lending obligations and dispute resolution procedures. If you have any queries, you can contact Customer Solutions on 1300 131 024.

### **We will not make an unsuitable contract with you**

We are not permitted to enter into a credit contract or increase the credit limit of an existing credit contract if the contract would be unsuitable for you. A contract will be unsuitable for you if at the time of our assessment it is likely that you will be unable to comply with your financial obligations under the contract or could only do so with substantial hardship, or if the contract will not meet your requirements and objectives. In order to ensure that we do not enter into a contract with you that is unsuitable, we are required to make reasonable inquiries about your financial situation, your requirements and objectives and to take reasonable steps to verify your financial situation.

### **We will make an assessment that the contract is not unsuitable for you**

We are required to assess that the credit contract is not unsuitable for you before we enter into the contract or agree to increase your credit limit. You may also request a copy of the assessment within 7 years of the date the contract is entered into or your credit limit is increased. If your request is made within 2 years, we will provide you with the assessment within 7 business days of your request, otherwise we will provide you with the assessment within 21 business days. We will not charge you a fee for providing the assessment.

### **If you have a dispute in relation to your credit contract**

If you have a complaint, please contact us first. We have a free internal dispute resolution procedure which you can access by telephoning us on 1300 369 340 or by writing to Latitude at 800 Collins Street, Docklands, Victoria 3008. To help ensure we address your complaint quickly please provide us with your name, address and account number and all the relevant information relating to your complaint. Once we are aware of your complaint our staff will take the appropriate steps to address your concerns straight away. If the staff member is not able to resolve this with you immediately the matter will be further investigated and all reasonable steps will be taken to resolve the matter with you or your authorised representative. If however, you are not satisfied with the outcome of your complaint, our external dispute resolution provider is the Australian Financial Complaints Authority (“AFCA”) and can be contacted at 1800 931 678, [www.afca.org.au](http://www.afca.org.au) or at GPO Box 3, Melbourne VIC 3001 (Australia).

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## CONDITIONS OF USE

This document does not contain all of the precontractual information we are required by law to give you. Further terms and conditions are in the **Financial Table** and the Other Information provided with it. We strongly recommend that you read these Conditions of Use, the **Financial Table** and Other Information carefully and ensure that any additional cardholder does so. If you have any questions, please contact us.

### 1. MEANING OF TERMS

In this **contract**:

- **“account”** means any account we open in your name for the purposes of this **contract**.
- **“additional cardholder”** means a person issued a card over 16.
- **“advance”** includes our payment to persons in accordance with your directions, into a bank account in your name, by cheque in your favour (whether pursuant to your direction or otherwise), by way of a **balance transfer** or **cash/EFTPOS advance** to you or in respect of a purchase made under a **promotional offer** or other **purchase** made by you using the **account**.
- **“balance”** means the difference between all amounts credited and all amounts debited to the **account**.
- **“balance reference day”** means either:
  - (a) the last day of any **statement** period; or
  - (b) the second last day of any **statement** period, determined solely at our discretion.
- **“balance transfer”** means a transaction under which you ask us to debit the **account** with an amount you specify and to pay that amount to us or another card issuer or financial institution for the credit of your specified account with us or that card issuer or financial institution.
- **“balance transfer offer”** has the meaning given to it in 18.1 (e).
- **“BPAY payment”** means a **payment** from your account made through **BPAY scheme**.
- **“BPAY scheme”** means the payment scheme promoted by BPAY Ltd ABN 69 079 137 518.
- **“card”** means any card, token or document that entitles you or any other person to use the **account** and that is issued on the **account**.
- **“cardholder”** means a person to whom a **card** has been issued (including you) and each person using the **account** with their express or implied consent.
- **“cash/EFTPOS advance”** means cash obtained in any manner (except **balance transfers**), any transaction (including the purchase of goods or services) made using **EFTPOS** and any **BPAY**

**payment** where the **Online Service Centre** terms and conditions state that the transaction is to be treated as a cash advance (in each case, including an advance from a credit balance on the **account**).

- **“cash/EFTPOS limit”** means the maximum amount of credit by way of **cash/EFTPOS advances** and related fees and interest and is equal to the credit limit unless a different cash/EFTPOS limit is notified to you from time to time.
- **“contract”** means these Conditions of Use and the **Financial Table** and the Other Information provided in the same document as the **Financial Table**.
- **“credit fee and charge”** means the credit fees and charges set out in the **Financial Table** or advised to you under 15.
- **“EFTPOS”** means any electronic funds transfer at point of sale.
- **“Electronic Transaction Terminal”** means any terminal or device in which you can use your **card** and **PIN**.
- **“expired”** means, in relation to any **promotional offer**, a **promotional offer** for which the term has ended due to the passing of time or which has been ended earlier in accordance with 14.4.
- **“Financial Table”** means the Financial Table provided to you with these Conditions of Use.
- **“own-it-now promotion”** has the meaning given to it in 18.1 (f).
- **“insurance premiums”** means premiums debited to the **account** in relation to any insurance taken out by you through us.
- **“buy now pay later promotion”** has the meaning given to it in 18.1 (a).
- **“interest free promotion”** has the meaning given to it in 18.1 (h).
- **“instalment interest free promotion”** has the meaning given in 18.1 (c).
- **“low interest start up promotion”** has the meaning given to it in 18.1 (d).
- **“fixed interest plan promotion”** has the meaning given in 18.1 (h).
- **“minimum monthly payment”** means the amount calculated under 11.2.
- **“Online Service Centre”** means the Internet based service provided by us that allows you to access your **account** as described in the **Online Service Centre** terms and conditions.”
- **“PIN”** means the personal identification number which has been selected by you or any **additional cardholder** or which has been allocated to you by us, for use with your **card** in any **Electronic Transaction Terminal**.
- **“promotional offer”** means each of the promotions described in 18.1.
- **“promotional offer term”** has the meaning given to it in 18.1.

- “**purchase**” means an **advance** that relates to a purchase of goods or services, but excludes any **balance transfer** or **cash/EFTPOS advance**.
- “**statement**” means a statement of account we issue to you under 7.
- “**unauthorised transaction**” means any transaction made without your knowledge or consent.

In addition:

- “we”, “us” and “our” means Latitude Finance Australia (ABN 42 008 583 588) and its successors and assigns.
- “you” means the person named as the applicant for the account and includes your successors and assigns, and “your”, “I” and “my” have corresponding meanings.

## 2. WHEN AM I BOUND BY THE CONTRACT?

- 2.1 You are bound by the **contract** when you or any **additional cardholder** uses the **account** to **authorise a transaction**, access or drawdown credit to incur a liability on the **account** (whichever is the first to occur) or activate your **card**. Using the **account** includes requesting a **balance transfer** by specifying to us the relevant account details for the **balance transfer**.
- 2.2 If you apply to open an **account** with us at a merchant’s premises, the **contract** is subject to completion of:
- the details of the credit limit and applicable annual percentage rates in the **Financial Table** before your acceptance of our offer; and
  - the **account** being opened by us.

## 3. CREDIT LIMIT

- 3.1 The initial credit limit is set out in the **Financial Table**. We may reduce the credit limit without your consent at any time. We may also increase the credit limit in any way permitted by law.
- 3.2 If the **balance** of your **account** exceeds the credit limit, you must make a repayment to bring the **balance** within the credit limit immediately.
- 3.3 You are entitled to reduce your credit limit at any time by contacting us directly or via our website. We will only reduce your credit limit to an amount that is equal to or greater than the minimum credit limit for your **card** (as detailed in the Key Fact Sheet for your **card**). We may also communicate with you steps that you must take (for example reducing your balance) before we complete your request, which we will do as soon as practicable.

## 4. USING YOUR ACCOUNT

- 4.1 You may use your **account** to obtain **advances** from us for any purpose that is wholly or predominately personal, domestic or household expenditure.

- 4.2 We may refuse to let you use your **account** or your **card** if:
- (a) we have not received all information and documents we require about you; or
  - (b) that use would result in you exceeding the credit limit; or
  - (c) you are in default under this **contract**; or
  - (d) your **card** has not been signed or has been reported lost or stolen or has expired; or
  - (e) an **Electronic Transaction Terminal** malfunctions or is unavailable for use as described in 6.5 or 6.6; or
  - (f) if there is any applicable law that requires us to do so.

In any of these circumstances, and in the circumstances specified in 17.2 with respect to a **balance transfer**, access to your **account** may be denied or withdrawn without prior notice to you.

- 4.3 A **card** can be used to access your **account** and obtain credit from us for cash and to pay for all or part of the price of goods or services from merchants or other institutions (“suppliers”) approved by us. We may approve any request for an **advance** whether that request is made in writing, by telephone or by any other means.
- 4.4 Unless fraud or negligence is apparent, you agree that an amount shown on a sales voucher or other transaction record is conclusive evidence of the price of the goods or services or the amount of the **advance** to which that voucher or transaction record relates. You agree that 4.4 applies regardless of whether the voucher or other evidence is signed by you. In addition, if a **card** is used in conjunction with the relevant **PIN** in relation to any transaction, we will assume that the transaction has been made by you.
- 4.5 Your **account** will be debited with, and you agree to pay to us:
- (a) the amount of each **advance**;
  - (b) interest calculated under 9;
  - (c) fees and charges described in 10; and
  - (d) any other amounts owing under the **contract**.
- 4.6 You may be required to produce identification when using your **card**.
- 4.7 Suppliers may impose additional restrictions on the use of your **card**. We are not responsible for any decision by any suppliers not to accept your **card** or to impose any such restrictions.
- 4.8 We are not responsible for any defect or deficiency in respect of any goods or services that you obtain from a supplier using your **card** (for example, we do not give any warranty in respect of the quality of goods or services, or their fitness for any purpose),



except as required by law.

- 4.9 Any refund to you by a supplier is a matter for agreement between you and the supplier only. We are not responsible for any refund except as required by law. If any supplier gives you a refund, we will only credit your **account** when we receive a properly completed refund instruction from the supplier.
- 4.10 A daily limit may apply to the amount of cash you may withdraw from your **account**. This limit will be separately notified to you. In addition to this limit, withdrawal of cash from your **account** is subject to your available credit limit and **cash/EFTPOS limit** (if applicable). We may increase or reduce the daily limit at any time at our discretion and without your consent.
- 4.11 You may pay bills using the **BPAY® scheme** through the **Online Service Centre** or in any other way that we advise you of in writing. In order to use the **BPAY scheme** you must first register for the **Online Service Centre** and accept the **Online Service Centre** terms and conditions. Your use of the **BPAY scheme** is governed by the **contract** and the **Online Service Centre** terms and conditions (as varied). You will be given a copy of the **Online Service Centre** terms and conditions when you register for the **Online Service Centre**. If there is any inconsistency between the terms and conditions applying to the **account** and the **Online Service Centre** terms and conditions, the **Online Service Centre** terms and conditions will apply to the extent of that inconsistency.

## 5. THE CARD AND PIN

- 5.1 You request us to issue to you a **card** for your use in respect of this **contract**. We are not obliged to issue any **card**.
- 5.2 Each **card** belongs to us and is valid only until the earlier of the expiry date printed on it and any date on which we cancel it. You must immediately cut each **card** diagonally in half and return it to us on demand. On expiry of the **card**, you must destroy it by cutting it diagonally in half and disposing of it securely.
- 5.3 You must sign your **card** as soon as you receive it. A **card** may not be accepted if it does not carry your signature.
- 5.4 You must tell us immediately if your **card** or **PIN** is lost, stolen or used without your knowledge or consent by calling 1300 131 024. You must give us all the information you have about the loss, theft or misuse. We will give you a notification number or some other form of acknowledgement that you should retain as evidence of the date and time of your report. If you cannot contact us by phone because our emergency telephone number is not available, you will not be responsible for

unauthorised use of your **card** which could have been prevented if you were able to contact us by phone. You must, however, tell us of the loss, theft or misuse of your **card** or **PIN** within a reasonable time from the re-establishment of our telephone reporting facilities.

5.5 When you make a transaction at any **Electronic Transaction Terminal**, you authorise us to act on the instructions you enter into that terminal.

5.6 You must ensure that the chip on a **card** is protected at all times from misuse including tampering, damage, destruction or any other form of unauthorised use. Only you can use the chip on a **card** for any of the available services. Your **card** may be subject to forfeiture if the chip is used by anyone other than you.

## 6. LIABILITY FOR UNAUTHORISED TRANSACTIONS

6.1 You will not be responsible for **unauthorised transactions** where it is clear that you have not contributed to the loss.

6.2 You will not be responsible for **unauthorised transactions** that:

(a) are caused by the fraudulent or negligent conduct of our staff or agents or companies involved in networking arrangements or of merchants who are linked to the **Electronic Transaction Terminal** system or of their agents or employees; or

(b) happen before you receive your **card** or **PIN**, including a replacement **card** or reissued **PIN**; or

(c) happen after you have taken to have notified us under 5.4 that your **card** has been misused, lost or stolen or that **PIN** security has been breached; or

(d) are made with **cards** or **PINs** that are forged, faulty, expired or cancelled; or

(e) are the result of the same transaction being incorrectly debited more than once to your **account**.

6.3 You will be responsible for actual losses resulting from **unauthorised transactions** caused by:

(a) your fraud; or

(b) you unreasonably delaying notification of:

- the misuse, loss or theft of your **card**; or
- your **PIN** becoming known to someone else; or

(c) you voluntarily disclosing your **PIN** to anyone; or

(d) you keeping a record of your **PIN** on the **card**, or on one article, or on several articles, carried with the **card**, or liable to loss or theft simultaneously with the **card** (without making

a reasonable attempt to protect the security of the record); or

- (e) you acting with extreme carelessness in failing to protect your **PIN**.

Your liability under 6.3 is subject to us proving on the balance of probability that you contributed to the losses in one or more of the ways listed above.

However, you will not be responsible to pay for:

- (f) that portion of the losses incurred on any one day which exceed any applicable daily transaction limit notified to you;
- (g) that portion of the losses incurred in a period which exceeds any other periodic transaction limit notified to you and applicable to that period;
- (h) losses incurred on any **account** which you and us had not agreed could be accessed using your **card** and **PIN**;
- (i) that portion of the total losses incurred on your **account** which exceeds the credit limit available on your **account**; or
- (j) losses arising from a delay in notification but which occur after the notification is made.

6.4 Where none of 6.3 (a) to (e) applies (and the transaction was made through an **Electronic Transaction Terminal**), you are liable for the least of:

- (a) \$150.00; or
- (b) the credit balance available on your **account**; or
- (c) the actual loss at the time you notify us of the misuse, loss or theft of your **card** or your **PIN** becoming known to someone else (excluding that portion of the losses incurred on any one day which exceeds the daily transaction limit applicable to your **card**).

6.5 Subject to 6.6, we will be responsible to you for any loss caused by the failure of our equipment or systems to complete a transaction accepted by our equipment or systems in accordance with your instructions.

6.6 If our system or equipment malfunctions and you should have been aware that the system or equipment was unavailable for use or malfunctioning, our liability for loss or consequential damage that may arise as a result of a malfunction is limited to the correction of any errors in that **account**, and the refund of any charges or fees imposed as a result of those errors.

## 7. STATEMENTS

7.1 **Statements** will be issued to you monthly, unless the law says we do not have to. We will also issue **statements** to you at your request (we may charge a fee for doing so).

7.2 Your **statement** will be mailed to you. However, if we establish facilities that will enable you to obtain electronic **statements** from us (instead of paper **statements**) we will notify you of this option and let you know how you can elect to obtain electronic **statements**.

7.3 **Statements** show all amounts debited or credited to your **account** during the **statement** period. You must check all entries on your **statement**. You must keep all vouchers and transaction records given to you when using your **account** to help you check your **statement**. You should report any apparent error or possible unauthorised use of the **account** to us immediately. You should notify us if you have any queries relating to entries on a **statement** by calling us on 1300 131 024. If you call us, we may ask you to confirm your concern in writing. Otherwise, you can write to us at the address shown on your **statement**.

## 8. **COMPLAINTS INVESTIGATION AND DISPUTE RESOLUTION**

If you have any queries, or would like to lodge a complaint, call us on 1300 131 024, or write to us at the address shown on the **statement**. You must give us all information we request to help us resolve your query or complaint. If we are unable to resolve your query or complaint immediately, we will write to you to let you know our procedures for the investigation of it.

## 9. **INTEREST**

9.1 The annual percentage rate(s) applicable to **advances** as at the disclosure date are set out in the **Financial Table**. We may change any annual percentage rate set out in the **Financial Table** in accordance with 15.

9.2 Each annual percentage rate is divided by 365 or 366 on a leap year to get a daily percentage rate.

9.3 Interest is calculated on a daily basis by applying the applicable daily percentage rate or rates (as the case may be) to the relevant portion of the **balance** at the end of a day.

9.4 We do not charge interest on stamp duty or other government taxes, duties or charges, or on paper statement fees, cash advance fees, EFTPOS withdrawal fees, insurance premiums, account service fees or payment handling fees. We charge interest on all other fees.

9.5 Interest charges will be debited to your **account** monthly on the date of each **statement**.

9.6 Interest (if any) on **advances** that are unexpired **promotional offers** will be charged as described in 18.1. Interest on **expired promotional offers** will be charged at the purchase rate.

## 10. FEES AND CHARGES

- 10.1 You must pay the following credit, and other, fees and charges:
- (a) the **credit fees and charges**;
  - (b) any new fees and charges we impose under 15;
  - (c) an amount equivalent to government charges or duties on receipts or withdrawals or otherwise in connection with the **account**, the amount of which is calculated in accordance with relevant legislation; and
  - (d) reasonable enforcement expenses, reasonably incurred by or on behalf of us in enforcing the **contract** to recover a payment due under it, including enforcement expenses reasonably incurred by the use of our staff and facilities (these expenses are payable on demand).
- 10.2 Any fee or charge payable by you will be debited to the **account** when it is due and payable by you or when we incur it (whichever is earlier). It is not refundable once paid.

## 11. PAYMENTS

- 11.1 Your **statement** will set out the minimum amount payable for that **statement** period and the date by which the payment must be made. The way in which that minimum amount payable is calculated is set out in the **Financial Table**. You must pay us at least the amount shown as the minimum amount payable in each **statement** by the due date, which is the date 21 days after the date of the **statement**.
- 11.2 The **minimum monthly payment** for a **statement** period is the total of:
- (a) any instalment that is due for that **statement** period in relation to an **advance** under an unexpired **own-it now promotion**, an unexpired **instalment interest free promotion** or an unexpired **fixed interest plan promotion**;
  - (b) the greater of \$25 or 3% of the **balance** due and payable at the date of the **statement**, (or the **balance** if less than \$25), excluding any part of that **balance** which is made up of **advances** under unexpired **own-it now promotions**, unexpired **buy now pay later promotions**, unexpired **instalment interest free promotions** or any unexpired **fixed interest plan promotion**; and
  - (c) any establishment fee due and payable.
- 11.3 You may make payments in the ways set out on your **statement**. You must pay in Australian currency, in Australia and make payment in a form acceptable to us.

- 11.4 We will give you credit for any payment you make from and including the day we receive the payment. A cheque payment will not be credited until the cheque is cleared. Each payment must be accompanied by details identifying the **account**.
- 11.5 We may choose to waive immediate payment of any amount. A waiver by us does not affect our rights under this **contract** or your obligation to make payment of any other amount on time.
- 11.6 In relation to an **advance** under an **own-it-now promotion or fixed interest plan promotion**, instalment payments will be approximately equal amounts calculated at a level which reduces the balance of that **advance** (and of interest debited to the **account** in respect of that **advance**) to zero over the **promotional offer term**.
- 11.7 In relation to an **advance** under an **instalment interest free promotion**, instalment payments will be approximately equal amounts calculated at a level which reduces the balance of that **advance** to zero over the **promotional offer term**.
- 11.8 To the maximum extent allowed by law, you shall not be entitled to set off any amounts we owe you against amounts you owe under the **contract**. You will need to pay any money you are required to pay under the **contract** in full without deducting amounts you claim are owing to you by us or any other person.

## 12. HOW ARE PAYMENTS APPLIED?

- 12.1 If more than one **annual percentage rate** applies to amounts that have appeared on a statement of account we will apply a payment in the following order:
- (a) in accordance with an agreement (if any) we have with you about how a payment is to be applied (see 12.3 for how that agreement may be made);
  - (b) then, if there is any part of the payment remaining, we will apply it to pay off the amount that has the highest **annual percentage rate**;
  - (c) then, if there is any part of the payment remaining, we will apply it to pay off the amount that has the next highest **annual percentage rate**, and so on until all amounts to which an **annual percentage rate** applies have been paid off;
  - (d) then, if there is any part of the payment remaining, we will apply it to pay off the amounts to which an **Interest Free Promotion** applies (if there is more than one such amount we will pay off the first to expire);
  - (e) then, if there is any part of a payment remaining, we will apply it to pay off amounts to which an **annual percentage rate** applies that have not yet appeared on a statement of account;

- (f) then, if there is any part of the payment remaining, we will apply it to pay off the amounts to which a **buy now pay later promotion** applies (if there is more than one such amount we will pay off the first to expire).
- 12.2 If the same **annual percentage rate** applies to all of the amounts that have appeared on a statement of account, we will apply a payment in the following order:
- (a) in accordance with an agreement (if any) we have with you about how a payment is to be applied (see 12.3 for how that agreement may be made);
  - (b) then, if there is any part of a payment remaining we will apply it to pay off all amounts to which an **annual percentage rate** applies;
  - (c) then, if there is any part of a payment remaining we will apply it as described in 12.1 (d), (e) and (f).
- 12.3 Subject to 12.4 and 12.5, if a **cardholder** makes a **purchase** subject to an **instalment interest free promotion**, a **fixed interest plan promotion** or an **own-it-now promotion** then we will have made an agreement with you to apply a payment first to any instalment payment.
- 12.4 If we make an agreement with you to apply a payment first to any instalment payment, you may pay a greater amount of interest than you would otherwise pay. You can (at any time) withdraw your request to apply a payment to any instalment payment relating to an **instalment interest free promotion**, a **fixed interest plan promotion** or an **own-it-now promotion**.
- 12.5 If you withdraw your request under 12.4, our agreement with you to apply a payment first to any instalment payment relating to an **instalment interest free promotion**, a **fixed interest plan promotion** or an **own-it-now promotion** will come to an end. Any **promotion offer** relating to an **instalment interest free promotion**, a **fixed interest plan promotion** or an **own-it-now promotion** to which the withdrawal of your request relates will be taken to have ended on the date that you withdraw your request and the purchase rate will apply to the relevant amount from the day after that date.

### 13. ENDING THIS CONTRACT

- 13.1 We may unilaterally, or at your request:
- (a) close the **account**; or
  - (b) suspend the use of a **card** or your credit limit, or retain a **card** presented to a merchant or to an **Electronic Transaction Terminal**.

We may unilaterally, or at your request, cancel a **card**.

- 13.2 A **card** must not be used after the **account** is closed and when we give you notice of the closure, you must immediately cut each **card** diagonally in half and return it to us.
- 13.3 If the use of a **card** is suspended, the relevant **cardholder** does not have the right to use the **card** for the period of suspension. If a **card** is cancelled, then the **cardholder** has no further right to use the **account** with that **card**.
- 13.4 Suspension, cancellation or closure does not affect any of your obligations, or those of any other **cardholder**, in respect of the **account**.
- 13.5 If the **account** is closed or a **card** is cancelled, you must cancel any periodical debits to be made against the **card** by direction to the relevant financial institution.
- 13.6 You are entitled to close the **account** by contacting us directly or via our website. We will complete the request or communicate with you steps that you must take (for example reducing your balance to zero) before we complete your request, which we will do as soon as practicable.

#### **14. DEFAULT AND ENFORCEMENT**

- 14.1 You are in default under this **contract** if:
- (a) you breach any term of this **contract**; or
  - (b) we have reasonable grounds to believe that you induced us to enter into this **contract** by fraud or that any information you gave us in connection with your application for the **account** was false or misleading.
- 14.2 If you are in default, subject to any applicable law, we may require payment in full of the **balance**, in which case that amount is due and payable by you immediately or as soon as is permitted by any applicable law.
- 14.3 If you are in default, you must return your **card** and all additional **cards** to us immediately and all amounts you owe under this **contract** become due for payment, without further notice.
- 14.4 If we have required payment in full under 14.2, each **promotional offer term** ends immediately and we will, from that time forward, apply the purchase rate to the **balance**.

#### **15. WE MAY MAKE CHANGES TO OR UNDER THIS CONTRACT**

- 15.1 We may make changes to or under this **contract** at any time without your consent. If any law regulates a change, we may only make the change to the extent permitted by, and subject to the requirements of, that law.
- 15.2 Some of the changes we can make are:
- (a) changes to the annual percentage rate(s);
  - (b) changes to the amount or frequency or time for payment or the method of calculation of payments;



- (c) changes to the amount or frequency of payment of **credit fees and charges**; and
- (d) imposing new **credit fees and charges** or new fees and charges, including in connection with the **contract**, the use of a **card** or any transaction concerning the **account** or the provision of credit by us to you under the **contract**.

15.3 We will notify you when we:

- (a) change any annual percentage rate(s); or
- (b) change the manner in which interest is calculated or applied under this **contract**; or
- (c) change the amount or frequency or time for payment or the method of calculation of payments; or
- (d) change the amount or frequency or time for payment of a **credit fee and charge** or other fee or charge or impose a new **credit fee and charge** or other fee or charge; or
- (e) introduce or increase charges specifically for using your **card** and **PIN** in an **Electronic Transaction Terminal** or for issuing an additional **card** or **PIN** or replacing your **card** or **PIN**; or
- (f) increase your liability for losses relating to electronic funds transfer transactions; or
- (g) impose, remove or adjust transaction limits which apply to the use of your **card**, an **account** or **Electronic Transaction Terminals**; or
- (h) make any other change to or under this **contract**.

We will give you notice of any such change, which may be given by delivering the notice to you personally, mailing the notice to your latest address recorded with us, or publishing the notice in a newspaper, or any other way, allowed by relevant codes and legislation.

15.4 We may not change an **annual percentage rate** applying to a **purchase** or **balance transfer** that is subject to a **promotional offer** during the **promotional offer term**.

## 16. ADDITIONAL CARDHOLDERS

16.1 We may issue a **card** to anyone over the age of 16 years that you nominate (at our discretion). You authorise an **additional cardholder** to obtain **advances** in every way you are able to and each use of a **card** is subject to the **contract**.

16.2 You will be liable for any use of a **card**, and any breach of the **contract** by a **cardholder**. However, you will not be liable if the **additional cardholder's** right to use a **card** was previously withdrawn in accordance with 16.3.

16.3 An **additional cardholder's** rights to use a **card** will be withdrawn (and the **card** cancelled) when you have notified us in writing that you want that to happen. You will be liable for all amounts that relate to the use of a withdrawn **card** before we have received written notification from you to cancel a **cardholder's** rights to use a **card**.

## 17. BALANCE TRANSFERS

17.1 We may, at any time, notify you that we are making a **balance transfer offer** available to you as a **promotional offer** under 18.1 (e).

17.2 We may, at our discretion, decline to process a **balance transfer** if:

- (a) you are not the primary **cardholder** and liable for both this **account** and the other **account**;
- (b) the other **account** is of a type in relation to which we do not ordinarily accept **balance transfers** (for example we do not accept **balance transfers** from credit cards issued outside Australia);
- (c) you do not comply with all of the conditions specified by us in relation to the **balance transfer**;
- (d) you do not give us all information reasonably necessary in order for us to effect the **balance transfer**;
- (e) you do not properly authorise that **balance transfer**; or
- (f) making that **balance transfer** will result in your credit limit on the **account** being exceeded.

17.3 You should continue to make any required payments to any account from which you transfer a balance until you receive a statement confirming that the other account has been credited. We will not be liable for any overdue payment or interest incurred.

## 18. PROMOTIONAL OFFERS

18.1 We may, on conditions we specify, at any time make available a **promotional offer** allowing a period of time for an eligible **purchase**, a **balance transfer** or a **single advance** ("**promotional offer term**") during which:

- (a) no interest will accrue on that **purchase** and no **minimum monthly payment** need be made in respect of that **purchase** ("**buy now pay later promotion**");
- (b) no interest will accrue on that **purchase**, and a **minimum monthly payment** must be made in respect of that **purchase** ("**interest free promotion**");
- (c) no interest will accrue on that **purchase**, and payments must be made in respect of that **purchase** by specified instalments ("**instalment interest free promotion**");

- (d) interest at a reduced rate will accrue on that **purchase** and a payment must be made each month in respect of that **purchase** (“**low interest start up promotion**”);
- (e) interest at a reduced rate will accrue on that **balance transfer** and a payment must be made each month in respect of that **balance transfer** (“**balance transfer offer**”);
- (f) interest at a reduced rate will accrue on that **purchase** and payments must be made each month by specified instalments (“**own-it-now promotion**”);
- (g) no interest will accrue on that **purchase** and no payment need be made each month in respect of that **purchase** for a specified period, after which no interest will accrue on that **purchase**, but a **minimum monthly payment** must be made in respect of that **purchase** (“**combined promotion**”); or
- (h) the single **advance** is to be fully repaid by monthly fixed instalment payments together with interest at a specified interest rate instead of the **Cash/EFTPOS advance rate** (“**fixed interest plan promotion**”).

18.2 If we make available a **promotional offer** we will specify, by notice to you (including by notice at the selected supplier’s premises) the following information as applicable:

- (a) the eligible **purchases**;
- (b) the period during which an eligible **purchase** or **balance transfer** must be made for it to be the subject of the **promotional offer**;
- (c) the length of the relevant **promotional offer term**;
- (d) any other applicable conditions (such as eligible suppliers or a condition relating to a deposit or a minimum amount financed), and each **promotional offer** will be subject to those conditions as well as the **contract**.
- (e) the amount of the **advance**, applicable interest rate and the amounts and dates for instalment payments.

## 19. GENERAL CONDITIONS

19.1 You must notify us as soon as possible if you change your name, address or telephone number. We may give you any notice or other document by sending it to your last mailing address appearing in our records, or by any other method permitted by law.

19.2 You cannot assign your **account** without our written consent. We may assign, transfer or novate to any person, trust or other entity, or otherwise deal in any manner with, any of our rights, obligations or interest under this **contract**.

- 19.3 We may assign any date we consider appropriate to a debit or credit to the **account**, but in the case of a debit, that date must not be earlier than the date on which the relevant transaction occurred. We may subsequently adjust a debit or credit to the **account** so as to accurately reflect the legal obligations of you and us (for example, because of an error or a dishonour of a cheque). If we do this, we may make consequential adjustments (for example, to interest).
- 19.4 We may waive any term in the **contract** in whole or in part on any terms we specify. A waiver has no effect unless it is in writing by us or on our behalf, unless we determine otherwise. A waiver applies only to the particular case, and to the particular clause, to which it relates. It does not apply on an ongoing basis. A waiver does not have the effect of changing any term of the **contract**.

*This is a notice we are required to give  
under the National Credit Code*

## **INFORMATION STATEMENT**

paragraph 16 (1) (b) of the Code  
regulation 70 of the Regulations

### **THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT**

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

## **THE CONTRACT**

### **1. How can I get details of my proposed credit contract?**

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before —

- your contract is entered into; or
- you make an offer to enter into the contract;

whichever happens first.

### **2. How can I get a copy of the final contract?**

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy —

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

### **3. Can I terminate the contract?**

Yes. You can terminate the contract by writing to the credit provider so long as —

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

### **4. Can I pay my credit contract out early?**

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

### **5. How can I find out the pay out figure?**

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

### **6. Will I pay less interest if I pay out my contract early?**

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

### **7. Can my contract be changed by my credit provider?**

Yes, but only if your contract says so.

### **8. Will I be told in advance if my credit provider is going to make a change in the contract?**

That depends on the type of change. For example —

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for —

- a change in the way in which interest is calculated; or
- a change in credit fees and charges; or
- any other changes by your credit provider;

except where the change reduces what you have to pay or the change happens automatically under the contract.

## **9. Is there anything I can do if I think that my contract is unjust?**

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the Australian Financial Complaints Authority ("AFCA") and can be contacted at 1800 931 678, [www.afca.org.au](http://www.afca.org.au) or at GPO Box 3, Melbourne VIC 3001 (Australia).

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through the ASIC website at <http://www.asic.gov.au>.

## **INSURANCE**

### **10. Do I have to take out insurance?**

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider can not insist that you use any particular insurance company.

### **11. Will I get details of my insurance cover?**

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

**12. If the insurer does not accept my proposal, will I be told?**

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

**13. In that case, what happens to the premiums?**

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

**GENERAL**

**14. What do I do if I can not make a repayment?**

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways —

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

**15. What if my credit provider and I can not agree on a suitable arrangement?**

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 17.

**16. Can my credit provider take action against me?**

Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

**17. Do I have any other rights and obligations?**

Yes. The law will give you other rights and obligations. You should also **READ YOUR CONTRACT** carefully.



**IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER'S CUSTOMER RESOLUTION TEAM ON 1300 369 340 OR AT THE POSTAL ADDRESS SHOWN ON YOUR STATEMENT OF ACCOUNT. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.**

**EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY ("AFCA") AND CAN BE CONTACTED AT 1800 931 678, [WWW.AFCA.ORG.AU](http://WWW.AFCA.ORG.AU) OR AT GPO BOX 3, MELBOURNE VIC 3001 (AUSTRALIA).**

**PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**

**By completing an Application Form for a credit facility, you acknowledge and consent to all of the matters set out in this Privacy Notice, including the collection, use and disclosure of your personal information by each member of the Latitude Group and other parties as described.**

## **IMPORTANT PRIVACY NOTICE**

### **PERSONAL INFORMATION**

In this Privacy Notice, references to “personal information” include:

- “sensitive information” (such as information or an opinion about an individual’s racial or ethnic origin, membership of a political, professional or trade association and health information);
- “credit information” (such as **your** identification details, information about **your** account, whether it is open or closed and the relevant dates, the type (such as a credit card or loan) and amount of credit, and **your** repayment history information, such as whether **you** have made, or missed, a payment on **your** credit facility); and
- “credit eligibility information”, which is information about **you** disclosed to **us** by a credit reporting body or information **we** derive from it about **you**.

### **PRIVACY ACT**

In this Privacy Notice, a reference to the Privacy Act 1988 includes amendments to the Act, including the Privacy Amendment Act 2013 which introduces the Australian Privacy Principles.

### **PRIVACY NOTICE**

This Privacy Notice is provided by Latitude Finance Australia ABN 42 008 583 588 who is the credit provider under the credit facility to which this Privacy Notice relates and is referred to in this notice as the “Credit Provider”. The Credit Provider and its related entities in Australia are referred to in this notice as the “Latitude Group”.

This Privacy Notice contains important information about the collection, use and disclosure of personal information by the Latitude Group. Where personal information is collected, used and disclosed for the same purposes by the Credit Provider and the other Latitude Group companies, the word “**we**” or “**us**” is used. Where personal information is treated differently, the organisation or group is identified separately.

In this Privacy Notice, “**you / your**” includes all borrowers, guarantors or other relevant individuals (such as directors or shareholders) connected with a borrower and named in an Application Form.

## WHAT PERSONAL INFORMATION (INCLUDING, AS APPLICABLE, CREDIT INFORMATION) IS COLLECTED?

Generally, **we** collect:

- information **you** provide in the Application Form;
- purchase and cash advance information (for example, the type of goods purchased and where they were purchased);
- information relating to **your** credit facility, **your** ongoing use of that account and **your** credit limit;
- information about **your** participation in the relevant associated loyalty program;
- information **you** provide when registering, or using, **your** credit facility on one of our websites;
- information held by a service provider (for example, a loyalty program operator, a customer service organisation such as a call centre, a rewards provider and others described below under “**Who your personal information may be shared with**”);
- sensitive information (in particular, health information) where it is necessary for **us** to provide **you** with a Latitude Group product or a service (including assessing hardship applications);
- information from third parties (such as employers, government bodies, accountants, financial institutions and related companies, here or overseas) where it is unreasonable or impracticable to collect the information from **you**. Such circumstances may include where Latitude seeks to verify the income or other details **you** provided in **your** Application Form, to obtain information about facilities with other credit providers or where dealers or retailers collect or disclose information about **your** purchases.

## WHY PERSONAL INFORMATION IS COLLECTED, USED AND DISCLOSED

**We** collect, use and disclose **your** personal information:

- to assess **your** application for a credit facility and if it is approved, for the establishment and subsequent administration of the credit facility;
- to share **your** personal information with related bodies for the purposes set out in this Privacy Notice; and
- to assess, establish and administer any credit related insurance product (including, if applicable, assessing **your** application for insurance).

**We** may also collect, use and disclose personal information for a number of purposes, including:

- to perform administrative tasks and manage business operations related to the credit facility and any associated loyalty program, including dispute resolution;

- to provide any associated loyalty program, if applicable;
- promote and provide benefits associated with the credit facility and discounts to which **you** are entitled;
- promote and provide products, services and offers of the Latitude Group and other Latitude related entities and other organisations;
- for planning, product and service development and research purposes;
- for risk assessment modelling;
- where **you** are a guarantor to support the applicants application for credit, to allow Latitude Group to assess whether to accept **you** as a guarantor for the credit facility, for keeping **you** informed about the status of the credit facility, and to enforce the guarantee;
- for fraud and crime prevention and investigation;
- to comply with laws that may require or authorise **us** to obtain information about you, such as the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and other anti-money laundering legislation (for example, for identity verification), the National Consumer Credit Protection Act 2009, the Personal Property Securities Act 2009 (for example, if relevant, for search and registration purposes) and other regulatory legislation (for example, requiring **us** to maintain client and transaction records, to provide information relating to loans to the Australian Prudential Regulation Authority and to make reports and provide other information to regulators) and the Taxation Administration Act 1953, the Income Tax Assessment Act 1997 and other taxation laws (for example, to comply with information requests issued by the Commissioner of Taxation);
- to assist in finalising **your** application for **your** credit facility or making a purchase on **your** credit facility; and
- for other purposes as listed in our Privacy Policy and our Credit Reporting Policy (our Credit Reporting Policy also notes limitations that may apply to the purposes for which **we** may use **your** credit information).

## **CONSEQUENCES FOR YOU IF YOUR PERSONAL INFORMATION IS NOT PROVIDED TO US**

If this personal information about **you** is not provided to **us**, it may result in the Credit Provider and/or the Latitude Group being unable to provide the credit facility or the benefits associated with it. The Credit Provider and/or the Latitude Group may also be unable to process **your** application, or to establish or administer the credit facility.

## **COLLECTION, USE AND DISCLOSURE BY LATITUDE GROUP OF YOUR CREDIT INFORMATION AND CREDIT ELIGIBILITY INFORMATION**

**We** may obtain **your** credit reporting information from credit reporting bodies in circumstances permitted by the Privacy Act 1988, for example to assess **your** application for consumer or commercial credit and to collect payments which are overdue for consumer or commercial credit.

**We** use credit eligibility information for purposes permitted under the Privacy Act 1988, including for the purposes of assessing **your** initial and ongoing application and availability for credit and for internal management purposes.

If **you** are a guarantor, **you** agree that **we** may obtain credit reporting information about **you** from credit reporting bodies for the purposes of assessing whether to accept **you** as a guarantor in relation to credit provided by **us** to an applicant or credit for which an application has been made to **us** by an applicant.

**We** may disclose personal information about **you** to credit reporting bodies (including credit information, such as details about the credit that **we** provide to **you**, **your** repayment history and any repayment defaults).

The credit reporting bodies that **we** exchange credit information with, and where **you** can find their privacy policies (which sets out how they manage credit-related personal information) are:

- Equifax [www.equifax.com.au/privacy](http://www.equifax.com.au/privacy)  
Telephone – 13 83 32
- illion Australia Pty Ltd [www.checkyourcredit.com.au](http://www.checkyourcredit.com.au)  
Telephone - 1300 734 806
- Experian [www.experian.com.au](http://www.experian.com.au)  
Telephone - 1300 783 684

These credit reporting bodies may include the information in reports provided to credit providers to assist them to assess **your** credit worthiness. Please be aware that **you** have a right to request that these credit reporting bodies do not:

- use **your** credit reporting information for the purposes of pre-screening of direct marketing by a credit provider; and
- use or disclose **your** credit reporting information, if **you** believe on reasonable grounds that **you** have been or are likely to be a victim of fraud.

**You** should also be aware that:

- if **you** fail to meet **your** payment obligations in relation to consumer credit or commit a serious credit infringement, the Credit Provider may be entitled to disclose this to the credit reporting body; and

- **you** have a right to access the information from the Credit Provider, to request that the Credit Provider correct the information and to make a complaint to the Credit Provider (please see below for more details about access, correction and complaints).

The Credit Reporting Policy on our website includes the most up-to-date information about how **we** handle **your** credit-related personal information, including information about the credit reporting bodies to whom **we** are likely to disclose **your** personal information. Please view our Credit Reporting Policy under the privacy section at [www.latitudedefinancial.com.au/privacy](http://www.latitudedefinancial.com.au/privacy) or contact **us** on 1300 131 024.

Without limiting any other consents contained in this Privacy Notice, **you** agree that **we** may share information about **your** credit arrangements and credit eligibility information about **you** with any credit providers named by **you** in the Application Form and any credit providers named in a credit report obtained by **us** and issued by a credit reporting body in a manner and for purposes that comply with the Privacy Act 1988, including to assess **your** application for credit and **your** credit worthiness. Subject to the Privacy Act 1988, **we** may also share information concerning a **credit facility** granted to **you** or the conduct of that credit facility.

## **WHO YOUR PERSONAL INFORMATION MAY BE SHARED WITH?**

For the purposes listed above or as described, **we** may share **your** personal information with the following (as well as otherwise permitted by the Privacy Act 1988):

- any Introducers (including brokers, dealers and retail partners), if applicable. To the extent that an Introducer is acting on **your** behalf, **you** authorise the Introducer to receive personal information, including credit eligibility information, from us;
- any employer named in the Application Form to verify the personal information provided;
- service providers such as customer service organisations, call centres, mailing houses, researchers, collections agents, data analysts, professional advisers (such as accountants), auditors, organisations providing services and rewards relevant to any associated loyalty program, delivery companies, mailing organisations;
- other organisations as required or authorised by law, for example, to government or regulatory bodies for the prevention or detection of unlawful activities;
- members of the Latitude Group and Latitude related entities in Australia and overseas;
- credit reporting bodies or other businesses or other organisations that provide personal credit or commercial credit information as described above in the section “Collection, use and disclosure by

Latitude Group of **your** credit information and credit eligibility information”;

- other financial institutions, government bodies and credit providers;
- card schemes such as MasterCard;
- **your** nominated referees;
- additional cardholders or other persons (if any) authorised by **you** to operate or access **your** credit facility;
- organisations through whom **you** choose to make payments to Latitude Group;
- providers of services related to the credit facility such as statement producers, debt collection agencies and card manufacturers; and
- organisations wishing to acquire an interest in any part of Latitude’s business for assessing or implementing any such acquisition.

## **SAFEGUARDING PERSONAL INFORMATION**

**We** will take reasonable steps to protect personal information about you that they hold and transmit, from misuse, interference and loss and from unauthorised access, modification and disclosure.

## **TRANSFER OR DISCLOSURE OF YOUR PERSONAL INFORMATION OVERSEAS**

In some circumstances, for the purposes set out in this Privacy Notice, **your** personal information, credit information and credit eligibility information may be disclosed by **us** to organisations located overseas and which do not have an Australian Link (for example, a disclosure to an overseas recipient may be necessary for operational reasons – such as because **you** have requested an international payment to be made or another product or service that involves an international element – or to comply with foreign legal or regulatory requirements). **We** may also use service providers based overseas. Where such disclosures occur, arrangements will be put in place to protect **your** personal information. It is not practicable to list every country in which such recipients are located but it is likely that the countries to which **your** information may be disclosed are as follows:

- China;
- Hungary;
- India;
- Japan;
- Mexico;
- New Zealand;
- Philippines;
- Poland;
- Singapore;
- Spain;
- South Korea;
- United Kingdom;
- United States of America.

## TRANSFER OF LATITUDE GROUP'S RIGHTS

The Credit Provider and the Latitude Group may, without notice to **you** or obtaining **your** consent:

- assign any of its rights under the credit facility; and
- give information about the credit facility and **your** obligations under it to any assignee, or anyone who is considering becoming an assignee.

## ACCESS TO PERSONAL INFORMATION

**You** may contact **us** to request access to **your** personal information held by **us** by:

- contacting Latitude at 800 Collins Street, Docklands, Victoria 3008 Attention: Privacy Officer;
- Or call **us** on 1300 131 024.

Both our Privacy and Credit Reporting Policies are available under the privacy section at [www.latitudefinancial.com.au/privacy](http://www.latitudefinancial.com.au/privacy). These policies contain further information about how **you** may access the personal information **we** hold about **you**.

A charge may apply for providing **you** with access to **your** personal information.

## HOW TO SEEK CORRECTION OF YOUR PERSONAL, CREDIT, OR CREDIT ELIGIBILITY INFORMATION

If **you** believe that the information that **we** hold about **you** is incorrect in any way, please call **us** on 1300 131 024 or write to **us** at 800 Collins Street, Docklands, Victoria 3008.

Our Privacy Policy and Credit Reporting Policy contain further information about how **you** may seek the correction of personal information (including credit eligibility information) **we** hold about **you**.

## HOW WE WILL DEAL WITH A COMPLAINT?

Our Privacy Policy and Credit Reporting Policy also contains information as to how **you** can complain about a breach by us of the Privacy Act (including the credit reporting provisions in Part IIIA) or the Credit Reporting Code and how **we** will deal with such a complaint.

**We** aim to review and resolve **your** enquiries as quickly and fairly as possible. **We** will keep **you** informed of **our** progress. **We** will do all **we** can to provide **you** with the most suitable response specific to **your** situation and ensure, where possible, that **your** complaint is resolved to **your** satisfaction.

The Latitude Group Customer Resolution Team can be contacted on 1300 369 340 or **you** can write to them at:  
GPO Box 2256  
Melbourne VIC 3001.



## **INFORMATION ABOUT ADDITIONAL CARDHOLDERS AND OTHER PERSONS**

If **you** nominate an additional **cardholder** or provide personal information about any other individual, such as a referee, **you** must first ensure that the person concerned:

- has seen this Privacy Notice and understood its contents; and
- has separately agreed to their personal information being collected, used and disclosed in accordance with this Privacy Notice.

If **you** nominate an additional **cardholder** under 18 years of age who does not have sufficient maturity to understand this Privacy Notice, **you** must ensure that a parent or guardian agrees to this Privacy Notice on their behalf.

## **DIRECT MARKETING OPT-OUT**

The consents given by **you** in relation to the use of **your** personal information for direct marketing apply to contacting **you** by all relevant means (for example, by letter, email or phone) and apply for an indefinite period of time, unless **you** expressly withdraw those consents by notice to **us**.

If **you** do not want to receive direct marketing information from the Credit Provider **you** may call our Customer Solutions Team on 1300 131 024.

## **EMAIL COMMUNICATION**

If **you** provide Latitude Group with an email address, **you** consent to electronic communications being sent to **you** via that email address, including notices and reminders. To protect **your** privacy, **we** recommend that any email address **you** provide to **us** be **your** personal email address rather than, for example, an email address accessible by **your** work colleagues or family members.

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# What ID can be used?

1

- Drivers Licence with photo
- Learners Permit
- Proof of Age Card with Address
- NSW Birth Card with Address

OR

2

- Australian Passport
- Foreign Passport with Accredited Translation
- Pension Card
- Proof of Age Card without Address
- NSW Birth Card without Address
- Drivers Licence without photo e.g. WA Drivers Licence

+

- CentreLink Statement (less than 12 months old)
- Rates Notice (less than 3 months old)
- Utility Bill – Gas/Electricity/Water/Home Phone/Mobile Phone (less than 3 months old)
- Taxation Notice (less than 12 months old)

## IMPORTANT

- ✓ ID is current and original
- ✓ Passports current or expired last 2 years
- ✓ Name, Date of Birth & Address (Current or Previous) matches App
- ✓ Tax Notice - use Document No. not Tax File No

For information on your CreditLine account, contact

**1300 131 024**

Please visit us at [www.interestfree.com.au](http://www.interestfree.com.au)



Credit provided by Latitude Finance Australia  
(ABN 42 008 583 588), "Latitude".  
Australian Credit Licence Number 392145.