

## COLLECTION STATEMENT

**By signing the Merchant Agreement Application Form (Application), you agree to the collection, use and disclosure of your personal information as set out below. This Collection Statement is part of your Merchant Agreement with First Data Merchant Solutions Australia Pty Ltd ABN 51 115 245 531 (First Data) (us/we).**

### IMPORTANT:

An individual who is an applicant, a proposed guarantor, a director or an applicant or guarantor company or account signatory must read this Collection Statement. All parts of this Collection Statement apply to you.

If a company is an applicant or is proposed as a guarantor, a copy of this Collection Statement must be read by each director and officer. Parts 1, 2 and 4 of this Collection Statement apply to any authorised representative.

*This Collection Statement explains how we collect, use and disclose personal information.*

*“Personal Information” is any information that can be used to identify an individual. It includes information obtained from any source. Credit information (see Part 3) is a sub-set of personal information.*

*We will not use or disclose information collected about you, otherwise than as set out in this Collection Statement and for a purpose you would reasonably expect, a purpose required or authorised by law, or a purpose otherwise disclosed to, or authorised by you.*

*This Collection Statement also contains your consent for us to send communications about products and services including commercial electronic messages (see Part 2).*

### **PART 1 – Personal information about third parties**

You represent that, if at any time you provide information about another person (i.e. an individual – for example, a referee or a person to whom a payment is to be directed) to us, you are authorised to do so and you agree to inform that person who we are, that we will use and disclose that personal information for the relevant purposes set out in Parts 2 and 3 below and that they can gain access to the information we hold about them in accordance with Part 4 below.

### **PART 2 – Uses and disclosures of personal information**

#### **A. Purposes for which we collect and use personal information**

1. Personal information about you which may at any time be provided to us in connection with the provision of merchant services may be held and used by us to assess and process your Merchant Agreement Application Form, to establish, provide and administer the merchant services and to consider and execute your instructions.
2. You agree and consent that, in assessing your Application and collecting amounts payable to you, or where relevant, in assessing whether to accept you as a guarantor, we may seek and obtain from a credit reporting agency a commercial or consumer credit report; or a credit memorandum, opinion, bank reference or credit reference about you, and may give personal or credit information about you to the credit reporting agency or another financial institution for this purpose. You agree and consent to a credit reporting agency, or financial institution providing reports and information to us and to the credit reporting agency creating and maintaining a credit information file containing information about you.
3. You also agree that personal information about you, which may at any time be provided to us in connection with the provision of merchant services, including any commercial or consumer credit report we obtain about you, may be held and used by us for the purposes (as relevant) of:
  - assessing your Application or whether we will accept a guarantee and indemnity from you;
  - providing merchant services to you, including processing credit card transaction, tracing payments, administering chargebacks and resolving your enquiries;
  - complying with legislative and regulatory requirements or as otherwise permitted or authorised by law;
  - considering any other application or request you may make to us;
  - performing administrative operations, including accounting, risk management, record keeping, archiving, systems development and testing, credit scoring and staff training;
  - managing rights and obligations in relation to external payment systems such as credit card schemes and debit payment schemes;
  - conducting market or customer satisfaction research;
  - developing, establishing and administering alliances and other arrangements (including rewards programs) with other organisations in relation to the promotion, administration and use of our respective products and services;
  - developing and identifying products and services that may interest you; and
  - telling you, including by phone or mail, about products and services offered by us or any of our affiliates that we believe you would find interesting.
4. The collection of information about you is not required by law, but without it, we may not be able to provide you with the merchant services for which application is made.
5. Where personal information, which we collect about you, is sensitive information (such as information about health status, religious belief, membership of a professional or trade organisation or a criminal record), by disclosing that information to us, you nevertheless consent to its collection by us.

#### **B. Disclosure of personal information**

You agree that we may collect information about you from, and disclose it to, the following:

- our affiliates, agents, contractors and external advisers whom we engage from time to time to carry out or advise on our functions and activities and you authorise them to seek disclosure of your credit information for this purpose;
- your agents and contractors, including your referees and your legal or financial advisor;
- your executor, administrator, trustee, guardian or attorney if you authorise them in writing to seek disclosure of this information;
- your franchisor (if applicable);

- any financial institution with whom you have a merchant account;
- regulatory bodies, government agencies, multi-jurisdictional agencies, law enforcement bodies and courts;
- debt collecting agencies;
- any person or organisation who introduces you to us;
- anyone supplying goods and services to you in connection with a rewards program or other alliance associated with the facility;
- payment systems operators and participants (eg. credit card systems (eg. Visa or MasterCard) or debit systems (eg. eftpos));
- your and our insurers or prospective insurers and their underwriters;
- your co-applicants, sureties, guarantors and co-guarantors and prospective co-applicants, sureties, guarantors and co-guarantors for the purposes of considering whether to provide a guarantee and indemnity or security;
- any person considering purchasing a contract entered into by you from us and that person's advisers, persons involved in assessing the risks and funding of the purchase and, after purchase, the purchaser and any manager on an ongoing basis;
- any person, to the extent necessary, in our view, in order to carry out any instruction you give to us; and
- other organisations including our related bodies corporate (and our agents and their agents) for the marketing of both our and their products and services (see Direct marketing section below);

any of whom may be located overseas. Where such disclosure occurs, we will require these third parties to keep your information confidential and use it only for the purposes for which we are permitted to use it, in compliance with the requirements of the Australian Privacy Act.

### C. Direct marketing

You agree that we may collect information about you from, and disclose it to, third party organisations including our related bodies corporate (and our agents and their agents) for the marketing of their products and services.

By accepting our services you expressly permit us to use your personal information for our direct marketing purposes and the purposes expressly set out in this Collection Statement. You consent to the use of your information to issue product and professional mail outs by email, fax, social media or letters and undertaking other marketing or service based activities. You may opt out of any direct marketing service at any time.

### D. Commercial electronic messages

1. We may use your personal details, including any electronic addresses you have provided to us or for which you are the relevant electronic account holder (both "your addresses") to contact you in order to provide you with information and to tell you about our products and services which we consider may be of interest to you.
2. You warrant that you have authority either as or on behalf of the relevant electronic account holder to provide this consent.
3. You agree that until you provide written notice or use an unsubscribe facility included with a commercial electronic message to withdraw your consent, we may continue to send commercial electronic messages to your addresses.

### PART 3 – What credit information can be disclosed?

1. The Privacy Act 1988 allows us to disclose certain credit information about you. This information may be given before, during or after the provision of credit to you. The information about you that we disclose to credit reporting agencies is:
  - your identity particulars – including your name, gender, address (and the previous two addresses), date of birth, name of employer, and driver's licence number;
  - the fact that you have applied for commercial credit and the amount;
  - the fact that we are a current credit provider to you;
  - repayments overdue by more than 60 days, and for which debt collection action has started;
  - dishonoured cheques – cheques drawn by you for \$100 or more which have been dishonoured more than once;
  - that your overdue payments have been made; and
  - information that, in our opinion, you have committed a serious credit infringement.
2. The credit information about you that we disclose to the other organisations listed in this Collection Statement is the above information, together with any information contained in or derived from a credit report obtained from a credit reporting agency including information about your credit worthiness, credit standing, credit history or credit capacity but only to the extent permitted by the Privacy Act 1988.

### PART 4 – Access to your personal information and contacting us

Subject to the provisions of the Privacy Act 1988, you may at any time, by calling First Data on **1800 243 444**, or by contacting us at Level 11, 168 Walker Street, North Sydney, NSW, 2060 - Fax (02) 9929 7998:

- seek access to or correction of information which we hold about you;
- ask us not to send you any further information about products and services and not to disclose your information to any other organisation (including related bodies corporate) for that purpose; or
- request a copy of our Privacy Policy.

You may also contact us at the following email address: [privacyofficer@firstdata.com.au](mailto:privacyofficer@firstdata.com.au) or review our online Privacy Statement available on our website [www.firstdatams.com.au](http://www.firstdatams.com.au).

We will take all reasonable steps to provide you with access to the information requested within 14 days of your request. In situations where the request is complicated or requires access to a large volume of information, we will provide access to the information requested within 30 days.

If you are not satisfied with the result of your complaint to us, you can refer your complaint to the:

Office of the Australian Information Commissioner  
 Phone 1300 363 992  
 Post GPO Box 5218, Sydney NSW 2001  
 Online Form: [www.oaic.gov.au](http://www.oaic.gov.au) (Privacy Complaint Form).