

# Privacy Policy

**Autoflex Leasing Australasia Pty Ltd** ACN 007 073 994  
ABN 15 007 073 994 Trading As RentBuyIt.com.au  
LMCT 10985 Australian Credit Licence 428926



**AUTOFLEX**  
L E A S I N G

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Telephone 1300 591 811 Email enquiries@rentbuyit.com.au

**PRIVACY POLICY | Version 12/24**

## WHO ARE WE?

We are Autoflex Leasing Australasia Pty Ltd (ACN 007 073 994) T/A RentBuyIt of 6/16A Keilor Park Drive, Keilor East, VIC 3033 ("we", "our" or "us").

## DEFINITIONS

**Act** means the Privacy Act 1988 (CTH).

**Australian Privacy Principle** has the same meaning given by section 14 of the Act.

**Credit Information** has the same meaning as section 6N of the Act.

**Credit Eligibility Information** has the same meaning as in the Act.

**Credit Reporting Body** means an organisation whose business involves handling Personal Information to give another organisation information about the creditworthiness of an individual.

**Credit Reporting Privacy Code** means the Privacy (Credit Reporting) Code 2014. Information means, where the context permits, Personal Information, Credit Information and Credit Eligibility Information.

**Personal Information** means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- a) Whether the information or opinion is true or not; and
- b) Whether the information or opinion is recorded in a material form or not.

**Products** means any loan facilities that we may provide.

**'You/Your'** refers to our present and future consumers and all parties that view and/or are users of our products and website.

## OVERVIEW

Our privacy policy ("**Privacy Policy**") sets out how we ("**we**", "**our**", "**us**") collect, store, uses, protects, shares and discloses your Personal Information, Credit Information and Credit Eligibility Information ("**Information**").

We are bound by the Australian Privacy Principle ("**APPs**"). The APPs establishes minimum standards in relation to the collection, handling, use, disclosure, management, access, correction and disposal of Personal Information.

## OUR VALUES

We value and respect the privacy of our consumers and want to remain transparent and accountable to you when collecting and using personal information. This policy is subjected to change and will be available for your review on our website. Please ensure that you read this policy in line with our existing standard terms and conditions.

## COLLECTION OF INFORMATION

When you interact with us (in any way), we will collect Information from you. Where possible, we will collect the Information directly from you. We may also collect your Information from:

- (a) Credit reporting bodies;
- (b) Finance brokers;
- (c) Accountants or lawyers;
- (d) From any of our standard forms;
- (e) From communications with you and your employees, related companies, your representatives or as authorized by you;
- (f) By accessing public databases;
- (g) Third parties that provide verification information;
- (h) Third party commercial and business information providers.

Personal information may also be collected from:

- (a) you voluntarily upon completion of an application for finance, or in the process of approving an application for finance.

From our websites through your interaction with us in requestion information or services.

## INFORMATION WE COLLECT

The type of Information we may collect varies depending on the person we are dealing with and the reason we are dealing with them. Information that we may collect about you or a guarantor include, but is not limited to:

- (a) identification information including but not limited to your full name, residential address, driver's licence, date of birth, email-addresses, telephone numbers and other contact information;
- (b) your unique identifiers such as your ACN, ABN, company name, business name, usernames, passwords or IP addresses;
- (c) details about your financial position including but not limited to your assets, expenses, liabilities and repayment history;
- (d) information regarding applications for credit (including the type and amount of credit sought);
- (e) details of any securities you have given us or another person;
- (f) information about your business, including but not limited to its size, type and financial position;
- (g) the facility or product and amount of credit sought by you;
- (h) information about your defaults, payments court proceedings and insolvency;
- (i) opinions of credit providers regarding your credit infringements and credit worthiness;
- (j) information we create or derive relating to credit worthiness and our assessment of a person's eligibility;
- (k) any information that you provide us as a result of our dealings with you.

We may also collect any business registration details of any businesses that you have an affiliation to.

We may also collect credit card or debit card information, however we will not store this data. This data will be stored by an accredited payment gateway provider.

## USE AND DISCLOSURE OF INFORMATION

We collect, hold, use and disclose Information about you for several purposes including, but not limited to:

- (a) consider or assess your application for a Product, including but not limited to your creditworthiness or that of any guarantors;
- (b) determine if we should provide you a Product;
- (c) tell you about or offer other products or services that may be of interest or applicable to you;

- (d) perform administrative and operational tasks in the assessment of your application, or provision of a Product;
- (e) for our marketing, planning, product or service development, quality control, survey and research purposes, and our related bodies corporate, contractors and employees or other third-party service providers;
- (f) to disclose Information to Credit Reporting Bodies to the extent that it is permitted by the Act, including but not limited to for the purpose of obtaining an assessment or report of your, or a guarantor's creditworthiness;
- (g) disclosing Credit Eligibility Information about you to a person who is a guarantor in relation to credit provided by us to you or has provided property as security for that credit;
- (h) make a request to a Credit Reporting Body so that we may obtain an assessment from the credit reporting body which will be used to verify your identity for the purposes of the Anti-money Laundering and Counter-Terrorism Financing Act 2006 (Cth) ("the AMLCTFA Act"), the AML/CTF Rules (as defined by the Act) or any regulations made under the AMLCTFA Act. You also consent to the disclosure of personal information so that we may obtain the assessment;
- (i) a number of third-party service providers engaged by us from time to time in connection with the provision of our products and services including but not limited to contractors, agents, lawyers and computer systems consultants or providers;
- (j) notify a Credit Reporting Body:
  - a. of any default by you of any agreement between us and you including but not limited to the amount of funds owing, the length of time that such funds are or were overdue and that we have commenced enforcement action;
  - b. if, in our opinion, you have committed a serious credit infringement
- (k) to consider and manage any concerns or complaints you raise against us and/or to manage any legal action or proceedings between you and us including but not limited to the recovery of any monies owing by you;
- (l) communicating with you;
- (m) verify information for accuracy or completeness (including by way of verification with third parties);
- (n) combine or aggregate your Information with information we collect from third parties and use it for purposes as set out in this Privacy Policy;
- (o) to prevent or investigate any actual or suspected fraud, unlawful or illegal activity or misconduct;
- (p) to identify you or, if required, establish your tax status under any Australian or foreign legislation or regulation;
- (q) marketing and research
- (r) as required by relevant laws, regulations and codes of practice and to meet our legal and regulatory requirements.

With respect of Credit Information, we may disclose such information to a Credit Reporting Body. The Credit Reporting Body may include that information in reports it provides to other credit providers.

We will not use or disclose your Information that is not related to the purpose for which we collect it without your consent, unless:

- a) It is required for public health or safety or other emergency reasons;
- b) It is required to investigate or report suspected fraud or unlawful or illegal activity;
- c) It is required or authorised by law or an order of a court or tribunal;
- d) We believe that the use or disclosure is reasonably necessary for one or more of the following by or on behalf of an enforcement body:
  - a. The prevention, detection, investigation, prosecution or punishment of criminal offences, breaches of a law imposing a penalty or sanction or breaches of a prescribed law;
  - b. the enforcement of laws relating to the confiscation of the proceeds of crime;
  - c. the prevention, detection, investigation or remedying of seriously improper conduct or prescribed conduct;
  - d. the preparation for, or conduct of, proceedings before any court or tribunal, or implementation of the orders of a court or tribunal.

## **ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING ACT 2006 (CTH) (“AMLCTFA Act”)**

Before we provide you a specific Product, or to a person connected with you, we may, where you are an individual, collect your Personal Information. We may be required to do this to comply with our obligations under the AMLCTFA Act. The personal information we collect for this purpose typically includes identification information, such as name, residential address and date of birth. In some cases, we may need to collect information about the political activities and opinions of individuals to determine whether they are politically exposed persons for the purposes of the AMLCTFA Act. If we ask for this information, and you provide it to us, we will infer your consent to use and disclose the information for this purpose.

In certain circumstances, we may need to clarify and/or update the personal information we previously collected for identity verification purposes, and/or collect further information, including financial information about individuals. Where this is necessary, we will collect the information directly from you and/or from third party sources.

As a part of our AMLCTFA Act verification processes we may need to take copies of your personal identification documents in order to verify your identity in accordance with the requirements of that Act.

We may also disclose your full name, residential address and date of birth to a credit reporting body for the purpose of providing an assessment of whether this identification information matches (wholly or in partly) personal information held by the credit reporting body. The credit reporting body may compare your details with personal information held by the body (being the names, residential address and dates of birth of other individuals) for the purposes of making this assessment.

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

We may need to disclose your Information to organisations overseas. These overseas organisations are service providers, including Related Body Corporates, which perform a range of technological, operational and customer service functions on our behalf. We will not transfer Information outside Australia unless we reasonably believe that the recipient of the Information is subject to a law, binding scheme or contract providing the same standards of protection of your Personal Information as provided under the Act.

## **DATA SECURITY**

We will take all reasonable steps to ensure that your Information which we hold is protected from misuse, interference, or loss and from unauthorised access, modification or disclosure.

We may store your Information in hardcopy documents or electronically. We will maintain reasonable physical security such as locks and security systems over our paper and electronic data stores and premises. We will also maintain computer and network security.

If you are provided with a personal identification number, passwords or access codes, you are required to keep same confidential and secure at all times. Should you disclose any personal identification number, passwords or access codes, you should contact us immediately. We will not be held liable for any misuse, interference or loss and from unauthorised access, modification or disclosure of your Information that we hold due to you disclosing, whether inadvertently or otherwise, any personal identification number, passwords or access codes

## **ACCESS AND CORRECTION OF INFORMATION**

If you wish to verify what Information (if any) we hold, or correct same, you may contact us:

Email: [enquiries@rentbuyit.com.au](mailto:enquiries@rentbuyit.com.au)

In writing to: Unit 6, 16A Keilor Park Drive, Keilor East, Vic 3033.

We will take reasonable steps to confirm the identity of the person making the request and endeavor to respond within 14 business days of receiving such request. We do not guarantee that the request will be dealt with within 14 business days, especially in circumstances where the request is complex.

We reserve the right to deny access to Information if providing access, may, without limitation:

- a) could pose a possible threat to life or health; or
- b) could cause an unreasonable impact on the privacy of others; or
- c) would be in response to a frivolous or vexatious request; or

- d) relate to existing or anticipated legal proceedings which could be prejudiced as a result; or
- e) relate to existing or anticipated commercial negotiations involving us and where our commercial interests could be prejudiced as a result;
- f) is in any way unlawful; or
- g) would be likely to prejudice an investigation of possible unlawful activity;
- h) would circumvent a request to us by an enforcement body performing a lawful security function to not provide access to the Information because providing access would jeopardise national security;
- i) would likely prejudice:
  - a. the prevention, detection, investigation, prosecution or punishment of criminal offences, breaches of a law imposing a penalty or sanction or breaches of a prescribed law;
  - b. the enforcement of laws relating to the confiscation of the proceeds of crime;
  - c. the prevention, detection, investigation or remedying of seriously improper conduct or prescribed conduct;
  - d. the preparation for, or conduct of, proceedings before any court or tribunal, or implementation of the orders of a court or tribunal.

## COMPLAINTS

If you believe that we have failed to comply with our requirements under the Act, the APP or the Credit Reporting Privacy Code (if applicable), you may put your complaint in writing to us:

Email: [enquiries@rentbuyit.com.au](mailto:enquiries@rentbuyit.com.au)

In writing to: Unit 6, 16A Keilor Park Drive, Keilor East, Vic 3033.

You should ensure that you set out full details of your complaint to assist us in completing a quick and effective investigation. Your complaint should include provide sufficient detail to assist us to identify the nature and scope of your complaint.

We will maintain a record of all complaints received, including but not limited to:

- a) name and contact details of the complainant;
- b) date the complaint was received;
- c) nature of the complaint;
- d) details of the person(s) investigating the complaint;
- e) outcome of the investigations;
- f) dates and details of all contacts made with the complainant.

The above records will be held and only accessible to management or person within our business to which the complaint relates. Otherwise, the records will only be made available, if required or authorised by law or to assist with any investigations carried out by the office of the Federal Privacy Commissioner.

All complaints will be acknowledged within seven business days. We will endeavor to provide a response within 21 days of receipt of a complaint. If we are unable to provide a response within 21 days, we will notify the complainant with an estimated time for the investigation to be completed.

If you are not satisfied with our decision to your complaint, you may make a complaint to the Office of the Australian Information Commissioner (the "OAIC").

The contact details for the OAIC are:

Telephone: 1300 363 992

Email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

Facsimile: (02) 9284 9666

Website: [www.oaic.gov.au](http://www.oaic.gov.au)

Mail: The Office of the Australian Information Commissioner

GPO Box 5218

Sydney NSW 2001

## AMENDMENTS TO THIS POLICY

We may revise this policy as we see fit or at our discretion.

Although we intend to observe this policy at all times, we, or any of our Related Bodies Corporate are not legal bound in any respect by this policy. From time to time, we reserve the right to act outside of this policy and may do so, subject only to any statutory rights you have under the Act or other applicable legislation.

## PRIVACY POLICY ACKNOWLEDGEMENT FORM

I acknowledge that I have received a copy of the privacy policy from Autoflex Leasing Australasia Pty Ltd (ACN 007 073 994) T/A RentBuyIt, and consent to the use and disclosure of personally identifiable information as described in the privacy policy. Notwithstanding anything in the Privacy Policy, RentBuyIt are authorised to extract, collect, analyse and synthesis non-personally identifiable data or information available from the access and use of their service.

I understand and consent to the use of my information (personal and general in nature), limited to the use and availability under this privacy policy.

By ticking the below circle;

- I acknowledge receipt of RentBuyIt's Privacy Policy; and  
I confirm that I am authorised to provide personal details presented and I consent to my information being checked with the document issuer or official record holder via third party systems and services for the purposes of confirming my identity.

Name of customer (printed)

Signature of Customer

Date