FLOENERGY.COM.AU

Credit Reporting Policy

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Credit Reporting Policy

Flo Energy Australia Pty Ltd (a wholly-owned subsidiary of Flo Holding Pte. Ltd.) ("**we**", "**us**" or "**our**") respects the privacy of all users of our website and services.

1. What does this Policy cover?

1.1. This Credit Reporting Policy ("**Policy**") sets out the basis on how we may collect, use, disclose or otherwise process Personal Information of individuals that is credit information and credit eligibility information ("**Credit Related Information**"). This Policy applies to Credit Related Information in our possession or under our control, including Credit Related Information in the possession of organisations which we have engaged to collect, use, disclose or process Credit Related Information such as credit reporting bodies.

1.2. You should read our Privacy Policy in conjunction with this Policy. This Policy is relevant to current and former credit customers, as well as other individuals we deal with in connection with credit we provide such as guarantors and directors.

1.3. By continuing to use our services, accessing our website(s) or content or engaging with us (whether by electronic means such as online forms, web threads or email; telephone, in writing, or otherwise), whether as part of pre-sales, post settlement or procurement of new / continuation of products and services from us, you signify that you have read, understood and agree to our collection, use, and disclosure of your Credit Related Information, as described in this Policy.

1.4. From time to time, we will update this Policy. If we do so we will update the date last updated, on the cover page. Any changes to this Policy will be consistent with our legal obligations.

1.5. For the purposes of paragraph 1.1, 'Personal Information' means information that is capable of identifying you as an individual, whether on its own or in conjunction with other information accessible by us.

2. Collection of Credit Related Information

2.1. We only collect, use and disclose Credit Related Information with your consent or deemed consent or as otherwise permitted under the applicable laws and regulations.

2.2. For us to provide services requested by you, it is necessary for us to collect, use and disclose certain Credit Related Information. If you do not provide us with your Credit Related Information, we may be unable to assess your credit application or provide you with credit.

2.3. Depending on the nature of your interaction with us, some examples of Credit Related Information which we may collect or hold about you include:

- 2.3.1. your full name, addresses, age, and financial information such as payment and billing information;
- 2.3.2. commercial credit information about you;
- 2.3.3. consumer credit liability information such as information about consumer credit that you have or had including the credit provider;
- 2.3.4. repayment history information such as when overdue payments have been made;
- 2.3.5. default information;
- 2.3.6. administrative information relating to credit such as customer numbers; and
- 2.3.7. court proceedings information, personal insolvency information and credit-related publicly available information.

2.4. We generally collect your Credit Related Information:

- 2.4.1. when it is provided to us voluntarily by you directly or via a third party who has been duly authorised by you to disclose your Credit Related Information to us (your "authorised representative") after
  - 2.4.1.1. you (or your authorised representative) have been notified of the purposes for which the information is collected, and
  - 2.4.1.2. you (or your authorised representative) have provided written consent to the collection and usage of your Credit Related Information for those purposes, or;
- 2.4.2. from publicly available sources or where collection and use of Credit Related Information without consent is permitted or required by law, or

2.4.3. from commercial credit reports in relation to commercial applicants, or consumer credit reports in relation to consumer applicants, and in relation to directors and principals of commercial applicants who have consented.

2.5. We shall seek your consent before collecting any additional Credit Related Information and before using your Credit Related Information for a purpose which has not been notified to you (except where permitted or authorised by law).

3. Use of Credit Related Information

3.1. We may collect and use your Credit Related Information for any or all of the following purposes:

3.1.1. verifying your identity and credit history;

3.1.2. assessing any application for credit (including the suitability of any personal guarantor);

3.1.3. maintaining, monitoring and managing any provision of credit by us, including the ongoing management of any credit and guarantor relationship;

3.1.4. processing payment or credit transactions (including debt recovery and enforcement purposes);

3.1.5. assisting you to avoid defaulting on credit-related obligations;

3.1.6. responding to, handling, and processing queries, requests, applications, complaints, and feedback from you;

3.1.7. complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority; or

3.1.8. transmitting to any unaffiliated third parties including our third party service providers and agents, and relevant governmental and/or regulatory authorities, for the aforementioned purposes.

3.2. We will only use your Credit Related Information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to have an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact our Privacy Officer using details set out in Clause 13 of this Policy. If we need to use your Credit Related Information for an unrelated purpose, we will notify you and explain the legal basis, which allows us to do so.

4. Disclosure of Credit Related Information

4.1. We may disclose your Credit Related Information:

4.1.1. where such disclosure is required in connection with our provision of credit to you or the ongoing management of any credit and guarantor relationship;

4.1.2. to third-party service providers, agents and other organisations we have engaged to perform any of the functions in Clause 3.1 for us;

4.1.3. where we are under a duty to disclose or share your Credit Related Information including under any legal obligation to disclose;

4.1.4. in order to enforce or apply agreed terms and conditions or other agreements;

4.1.5. to protect the rights, property, security or safety of our company, our customers, or premises, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction;

4.1.6. to persons who have been validly identified as being you or your authorised representative(s) pursuant, for the purpose of the relevant transaction or enquiry;

4.1.7. on a confidential basis, to any person who is proposing to acquire the whole or any part of our business; or

4.1.8. as otherwise required or permitted by law.

4.2. To safeguard your Credit Related Information, we disclose Credit Related Information both internally and to third parties (including our authorised third-party service providers and agents) only on a need-to-know basis. We expect all parties to whom we disclose your Credit Related Information to respect the security of your Credit Related Information and to treat it in accordance with the law.

5. Credit reporting

5.1. We may seek credit reports (including consumer credit reports) from you or any director providing a personal guarantee. We will obtain written consent before we seek a report for the purposes of a commercial credit application.

Information we obtain from credit reporting agencies is used only in relation to any credit application and the ongoing management of any credit and guarantor relationship.

5.2. We will disclose your Credit Related Information to credit reporting bodies to obtain a credit report, and we may also disclose personal information to credit reporting bodies to enforce any credit based supply agreement or personal guarantee.

5.3. You should be aware that credit reporting bodies may include information in reports provided to credit providers to assist them to assess your creditworthiness.

5.4. You have the right to request credit reporting bodies not to use or disclose credit reporting information about you, if you believe on reasonable grounds that you have been, or are likely to be, a victim of fraud.

You also have the right to request credit reporting bodies not to use your credit reporting information for the purposes of pre-screening of direct marketing by a credit provider.

The credit reporting body we use is Experian. Experian's credit reporting policy is available on its website.

To obtain more information on Experian's management of Credit Related Information, you should access a copy of Experian's policies through the above link or contact Experian through the following details:

Phone: 1300 783 684

Postal address:
Experian
PO Box 7405
St Kilda Road
Melbourne VIC 3004

6. Retention of Credit Related Information

6.1. We may retain your Credit Related Information for as long as it is necessary to fulfil the purpose for which it was collected, or as required or permitted by applicable laws.

6.2. We will cease to retain your Credit Related Information or remove the means by which the information can be associated with you, as soon as it is reasonable to assume that such retention no longer serves the purpose for which the Credit Related Information was collected, and is no longer necessary for legal or business purposes.

7. Accuracy and correction of Credit Related Information

7.1. We generally rely on Credit Related Information provided by you (or your authorised representative). In order to ensure that your Credit Related Information is current, complete and accurate, please promptly update us if there are changes to Credit Related Information by informing our Privacy Officer in writing or via email using details set out in Clause 13 or otherwise updating your Credit Related Information via the portal provided to you. We shall handle such requests as soon as reasonably practicable.

7.2. We reserve the right to disregard or correct information which seems, on a reasonable basis, to be inaccurate or out of date by reason of the time which has elapsed since it was collected or by reason of any other information in our possession.

7.3. Should we disagree and reject your written request for a correction of your Credit Related Information on reasonable grounds, we shall annotate the Credit Related Information with the correction that was requested but not made.

8. Access to Credit Related Information

8.1. We provide a customer portal that enables access to the Personal Information we hold about you. If such Credit Related Information cannot be accessed via the portal or customer service and you wish to make an access request for access to a copy of the Credit Related Information which we hold about you or information about the ways in which we use or disclose your Credit related Information, you may submit your request in writing or via email to our Privacy Officer using the details set out in clause 13.

8.2. We will respond to your request as soon as reasonably possible. In general, our response will be within thirty (30) days. Should we not be able to respond to your request within thirty (30) days after receiving your request, we will inform you in writing within thirty (30) days of the time by which we will be able to respond to your request. The law provides for circumstances in which we are not required to provide you with any Credit Related Information or to make a correction requested by you under Clause 7, we shall generally inform you of the reasons why we are unable to do so (except where we are not required to do so under all applicable law).

8.3. Please note that a reasonable fee to meet our costs may be charged for providing access in response to an access request. If so, we will inform you of the fee before processing your request.

9. Transfer of Credit Related Information to other countries

9.1. We are likely to disclose your Personal Information to overseas recipients in Singapore. We will take steps to ensure that your Credit Related Information continues to receive a standard of protection that is at least comparable to that provided under all applicable laws, and used only in the ways and for the purposes that your Credit Related Information could be used in Australia under this Policy.

10. Security of Credit Related Information

10.1. To safeguard your Credit Related Information from unauthorised access, collection, use, disclosure, copying, modification, disposal or similar risks, we have introduced appropriate administrative, physical and technical measures such as up-to-date antivirus protection, encryption, and disclosing Credit Related Information both internally and to our authorised third-party service providers and agents only on a need-to-know basis.

10.2. You should be aware, however, that no method of transmission over the Internet or method of electronic storage is completely secure. While security cannot be guaranteed, we strive to protect the security of your information and are constantly reviewing and enhancing our information security measures.

10.3. If you use a login user ID or password obtained through the website, you shall be responsible for maintaining the confidentiality of the user ID and password and not to share or authorise the use of the user ID and password by third parties. You shall be responsible for all activities undertaken using your user ID and password whether authorised or otherwise. You shall immediately notify us if it comes to your knowledge that your user ID and/or password has been compromised or there has been unauthorised use.

11. Complaints handling

11.1. If you have any complaints about our breach of the Privacy Act, the Australian Privacy Principles or a credit reporting code that binds us, please contact our Privacy Officer using the contact details set out in Clause 13.

11.2. We take all complaints seriously and will respond to your complaint within a reasonable period, usually within 30 days unless we need additional information from you.

11.3. If you are dissatisfied with the handling of your complaint, you may contact the Office of the Australian Information Commissioner:

Office of the Australian Information Commissioner
GPO Box 5218
Sydney NSW 2001
Telephone: 1300 363 992
Email: enquiries@oaic.gov.au

12. Changes to our Policy

12.1. We may revise this Policy from time to time without any prior notice, except as may be required by law. You may determine if any such revision has taken place by referring to the date on which this Policy was last updated. Your continued use of our website or services constitutes your acknowledgement and acceptance of such changes.

12.2. This Policy applies in conjunction with any other notices, contractual clauses and consent clauses that apply in relation to the collection, use and disclosure of your Credit Related Information by us.

12.3. We strive to ensure that our customers get consistent information. In the event of any discrepancy between the terms set out in this Credit Reporting Policy and the Standard Terms and Conditions, and in so far as it relates to the collection, use and disclosure of Credit Related Information, the terms set out in the Credit Reporting Policy shall prevail.

13. Contact us

13.1. If you have any comments, questions or complaints about our Policy or about our collection, use and/or disclosure of your Credit Related Information, you may contact our Privacy Officer using the following details:

Privacy Officer
Telephone: 1800 57 33 88
Email: privacy@floenergy.com.au