

PRIVACY NOTIFICATION

BOQ Finance* (being the BOQ Finance group of companies which includes BOQ Finance (Aust) Limited ABN 56 065 745 735 or BOQ Credit Pty Limited ABN 92 080 151 266) ("we", "our", "us" or "BOQ Finance") collects, uses and discloses your personal information, including credit-related information, to consider and assess this application and for other related purposes.

Our Privacy Policy, found at www.boq.com.au or obtain a copy by calling 1300 55 72 72, sets out how we collect and use your information, how you can access and correct information we hold about you (including credit reports and other credit information), how you can lodge a complaint and how your complaint will be handled.

If you wish to find out more information, or raise any specific or general concerns about us and our Privacy Policies, the contact details are as follows:

Bank of Queensland Privacy Officer
GPO Box 898 Brisbane QLD 4001
Telephone: **1300 55 72 72**
Email: privacy@boq.com.au

Why we collect your information

We collect your information to:

- Consider any application you make to us now and in the future
- Confirm your identity and manage our relationship with you
- Provide, manage and improve our products and services
- Conduct reviews of your facility
- Tell you about other products and services you might be interested in
- Comply with relevant laws both in Australia and overseas, for example the Anti-Money Laundering and Counter-Terrorism Financing Act, State/territory property laws and the responsible lending provisions of the National Consumer Credit Protection Act
- To assist you to participate in rewards programs.

We may collect your Tax File Number (TFN) in order to calculate our tax withholding obligations. You are not required to provide your TFN, but if you do not, we may be required to withhold amounts from you and remit them to the Australian Taxation Office.

We may also require sensitive information about your health if you apply for assistance due to financial hardship caused by illness or injury. We will not collect sensitive information about you without asking for your permission.

If you choose not to provide us with all the information we request, or the information provided is incorrect or incomplete, we may not be able to provide you with the requested products and services.

How we collect and share your information

Your information is collected directly from you wherever possible. We may also need to collect information from and share information with other entities including credit providers, employers, financial advisers, our white label partners, your insurers, mortgage insurers, brokers, government agencies (e.g. Centrelink), guarantors, our corporate partners, service providers administering online verification of your identity, to identify illegal activities and fraud prevention, and credit reporting bodies (CRBs). We may also share your information with any other person named as an applicant such as a co-borrower, business owner or director in this application.

Sometimes we may need to exchange your personal information with our service providers and other third parties who may be located outside Australia in countries including New Zealand, Philippines, India, Singapore, The United States of America, United Kingdom, Spain, Israel, Finland, Canada, Mongolia, Costa Rica, Bulgaria, and The Netherlands.

Exchange - credit reporting bodies

We may exchange your personal information with credit reporting bodies (CRBs) in order to, for example, obtain a credit report about you on one or more occasions for the purposes of assessing an application for consumer or commercial credit, reviewing an existing consumer or commercial credit facility, disclosing any failure by you to meet your payment obligations in relation to any credit facility, the fact that you have committed fraud or other serious credit infringement, and considering whether or not to accept you as a guarantor or security provider or continuing to accept you as a guarantor or security provider.

CRBs may include information that we have provided them to other credit providers to assist them to assess your creditworthiness. You can ask a CRB not to disclose the credit information that it holds about you without your consent for a "ban period" of 21 days if you believe on reasonable grounds that you have been or are likely to be a victim of fraud, including identity fraud. If a ban period is active at the time you submit your application to enter into this agreement, or any time during the life of this agreement, you consent to us accessing your credit information from a CRB.

CRBs may use your credit information to respond to requests from credit providers to "pre-screen" you for marketing. You can ask a CRB not to do this, although we may still (unless you request otherwise) provide you with direct marketing.

Co-Borrower

It is important that you understand the difference between being a co-borrower and a guarantor. Co-borrower: As a Co-borrower you are equally responsible for the repayment of the loan. Where the other borrower/s won't or can't repay the loan, you are responsible for repaying the whole loan. This can affect your credit eligibility. Guarantor: A guarantor provides a guarantee, which is a promise to repay the borrower's debt if they are unable to do so. Certain legal protections may apply to a guarantor that would not otherwise apply to a co-borrower.

By signing below you acknowledge that:

You agree to the collection, use and sharing of your information before, during or after the provision of credit as outlined here and in the Privacy Policy.

- You agree to us obtaining one or more credit reports about you from Credit Reporting Bodies which may include:
- credit information (a "consumer credit report"); or
- information concerning your commercial credit activities or commercial creditworthiness (a "commercial credit report").
- If you apply for a credit card, then in respect of that credit card application you acknowledge that by consenting to Citigroup disclosing your personal information to overseas recipients, those recipients may not be subject to obligations similar to the Australian Privacy Principles.
- You agree fees payable in relation to this application (including application fees, valuation fees and search fees) may still be payable if the application does not proceed.
- If you are a co-borrower entering into a loan, you understand the risks associated with this and you understand the difference between being a co-borrower and a guarantor.
- If you provide us with documentation which includes personal information about a person who is not a borrower to the application (for example, a statement of a joint account), you confirm that you have obtained their consent to provide this information to us.
- All the information you have provided to us is complete and correct and that we may rely on this information for the purpose of assessing this application.
- Where there are changes to your personal details, you agree to notify us as soon as possible.
- You confirm that you are authorised to provide the personal details presented and that you consent to your information being checked with the document issuer or official record holder via third party systems for the purpose of confirming your identity.

Please put your initial or tick this box if you do not wish to receive any marketing material from BOQ Finance or its related companies and corporate partners.

This form is not an offer or acceptance of credit.

ACKNOWLEDGEMENT

Signature

Date:

Print Name

This document may be by signed by any person using an electronic signature (being an electronic method of signing that identifies the person and indicates their agreement and intention to sign this document) ("Electronic Signature"), and each party agrees to sign this document in electronic form and consents to each party signing the document using an Electronic Signature. Provision of a copy of this document or any other document contemplated by this document bearing an original or Electronic Signature by electronic mail in portable document format (.pdf) form or by any other electronic means will have the same effect as physical exchange of the paper document bearing an original or Electronic Signature. Any document so provided will be binding on each party as if it were physically executed.

THINGS YOU SHOULD KNOW

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 payout figure?

You can write to your credit provider at any time and ask for a statement of the payout 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 Australian Financial Complaints Authority (AFCA) and can be contacted by phone on 1800 931 678, email on info@afca.org.au, on the Internet at www.afca.org.au or mail to GPO Box 3 Melbourne VIC 3001.

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 ASIC's 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, or insurance over property covered by any security interest. 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 property that you have granted a security interest over 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.

14. What happens if my credit contract ends before any insurance contract over property that I have granted a security interest over?

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

SECURITY INTERESTS**15. If my contract says I have to give or grant a security interest over property, what does this mean?**

Granting a security interest means that you give your credit provider certain rights over any property you pledge under that security. If you default under your contract, you can lose that property and you might still owe money to the credit provider.

16. Should I get a copy of my security document?

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the security document within 14 days after your security document is entered into.

However, you need not be given a copy if the credit provider has previously given you a copy of the security document to keep.

17. Is there anything that I am not allowed to do with the property I have pledged under a security interest?

The law says you cannot assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the security document as well. It will usually have other terms and conditions about what you can or cannot do with the property.

18. What can I do if I find that I cannot afford my repayments and there is a security interest over property?

See the answers to questions 22 and 23.

Otherwise you may -

- if the secured property is goods - give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property, but only if your credit provider gives permission first; OR
- give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

If your credit provider won't give permission, you can contact their external dispute resolution scheme for help.

You should understand that you may owe money to your credit provider even after the secured property is sold.

GENERAL**19. Can my credit provider take or sell the secured property?**

Yes, if you have not carried out all of your obligations under your contract.

20. If my credit provider writes asking me where the secured goods are, do I have to say where they are?

Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

21. When can my credit provider or its agent come into a residence to take possession of secured goods?

Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

22. What do I do if I cannot 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.

23. What if my credit provider and I cannot 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 25.

24. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you cannot 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.

25. 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. 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.

If you are not satisfied with your credit provider's response, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA):

Website: www.afca.org.au

Phone: 1800 931 678

Email: info@afca.org.au

**Mail: Australian Financial
Complaints Authority
GPO Box 3
Melbourne VIC 3001**

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

BOQ Credit Pty Ltd* (we, us) provides in this Credit Guide information relevant to the loans and leases provided by us to one or more individuals or strata title corporations for personal, domestic or household purposes.

INQUIRIES, VERIFICATION AND ASSESSMENTS

Prior to providing to you any loan or lease or increasing the credit limit on any approved loan or lease, we will:

- make reasonable inquiries about your requirements and objectives in relation to the loan or lease and your financial situation;
- take reasonable steps to verify the information you provide regarding your financial situation;
- make an assessment on whether the loan or lease is not unsuitable for you.

The loan or lease will be assessed as unsuitable for you if:

- it will not meet your requirements or objectives;
- it is likely you will not be able to comply with the resulting financial obligations; or
- it is likely you would only be able to comply with the resulting financial obligations with substantial hardship.

We are prohibited by law from providing a loan or lease or increasing the credit limit on a loan or lease if it is assessed to be unsuitable for you. It is therefore important that all the information you provide is complete and accurate.

If you request a copy of the assessment made in relation a loan or lease for which you have applied for and been approved or which has been provided to you or an increase in the credit limit for an approved loan or lease, we are required by law to provide that copy without charge:

- prior to entering into the contract with you for the loan or lease, if this has not already been given to you when the copy is requested;
- within 7 business days, if the copy is requested within 2 years of the day on which the contract for the loan or lease is made or the credit limit increased;
- within 21 business days, if the copy is requested more than 2 years, but within 7 years, of the day on the contract for the loan or lease is made or the credit limit increased.

IF YOU HAVE A PROBLEM, COMPLAINT OR DISPUTE

(a) Our service commitment

At BOQ Finance we are committed to providing our customers with innovative solutions and the best customer service experience. Resolution of problems is a priority for us. If at any time our service does not meet your expectations we would like you to let us know.

(b) How to contact us

If you have a complaint, there are a number of ways to contact us:

- Call us on 1800 245 614, between 8:00 am to 5:00 pm (AEST), Monday to Friday
- Complete the online complaints form at www.boqfinance.com.au/feedback-and-complaints
- Contact our Customer Relations Department via:
 - E-mail: customer.relations@boq.com.au
 - Call: 1800 663 080
 - Write to: Customer Relations
Reply Paid 2258
Brisbane QLD 4001

(c) How will your complaint be handled?

If we cannot solve your problem on the spot, we will let you know who is handling your complaint and how long it is likely to take for it to be resolved.

For further information about how we handle complaints, ask our friendly staff for a copy of our Complaint Guide or alternatively download a copy available on our website.

(d) What to do if you feel your complaint has not been resolved

If you're still unhappy with the result you can approach the Australian Financial Complaints Authority (AFCA). AFCA provides a free and independent complaint resolution services for financial services. To contact them you can:

Call: 1800 931 678

Email: info@afca.org.au

Online: www.afca.org.au

Write to:

GPO Box 3

Melbourne VIC 3001

The Australian Securities and Investments Commission (ASIC) also has an information line: 1300 300 630. You can use this number to make a complaint and obtain further information about your rights.

HOW CAN YOU CONTACT US?

You can contact us by:

- calling our Customer Service Team on 1300 305 331
- writing to us at customer.service@boqfinance.com.au