
PRIVACY COLLECTION NOTICE AND CONSENT

Version 2.0 | May 2026

Introduction

This document is a Privacy Collection Notice required by Australian privacy law, including section 21C of the *Privacy Act 1988* (Cth). The governing legislation include *Privacy Act 1988* (Cth) as amended by the *Privacy and Other Legislation Amendment Act 2024*; Australian Privacy Principles (APPs); *Privacy (Credit Reporting) Code 2025*; and the *National Consumer Credit Protection Act 2009* (Cth).

This document provides important information about how VIVA UNITY PTY LTD ATF COETZEE GROUP TRADING TRUST T/A EFT CAPITAL (“**EFT CAPITAL**”, “**we**”, “**us**”, “**our**”) deals with your personal information, credit information, and (where applicable) sensitive information.

This document must be provided to you before EFT CAPITAL can process your:

- loan or credit application;
- guarantee application; or
- hardship variation application.

This document should be read together with EFT CAPITAL's **Privacy and Credit Reporting Policy**, which is available at EFT CAPITAL's website below and in hard copy on request. The Privacy and Credit Reporting Policy contains additional details about how EFT CAPITAL manages your information.

This document has two parts:

- **Part A — Privacy Collection Notice:** explains what information we collect, why we collect it, who we share it with, and what your rights are.
- **Part B — Consent:** sets out the consents you provide when you sign, click, or otherwise acknowledge this document.



By signing, clicking, or otherwise acknowledging this document, you are providing your consent as set out in Part B below.

PART A: PRIVACY COLLECTION NOTICE

1. When Does This Notice Apply?

This notice applies when you are:

1. applying for a loan or other credit product from us;
2. considering providing a guarantee for another person who is applying for a loan or other credit product from us;
3. applying for a variation in your repayment or other contract terms with us, including on the grounds of hardship; or
4. otherwise providing personal information to us in connection with a credit product.

2. What Information Do We Collect?

2.1 Personal Information

We may collect the following types of personal information about you:

- Name, address, and previous addresses
- Date of birth
- Contact details (phone numbers and email addresses)
- Employment details (employer, income, and employment history)
- References

- Identification documents (driver's licence, passport, Medicare card)

2.2 Credit Information

Credit information is information defined in section 6N of the *Privacy Act 1988* (Cth). We may collect the following types of credit information about you:

- **Identification information** — information used to identify you
- **Consumer credit liability information** — the type of credit account, credit limit, and the dates it was opened and closed
- **Repayment history information** — whether you made your repayments on time each month
- **Financial hardship information** — whether you have entered into a financial hardship arrangement (see Section 5 below)
- **Credit application information** — the type and amount of credit sought
- **Default information** — payments overdue by more than 60 days and \$150 or more
- **Payment information** — overdue payments that have been made
- **New arrangement information** — variations to payment terms
- **Court proceedings information** — judgments relating to credit
- **Personal insolvency information** — bankruptcy, debt agreements, and related matters
- **Publicly available information** — information relevant to your creditworthiness that is publicly available
- **Serious credit infringement information** — information about serious credit infringements (such as fraud or absconding from a debt)

2.3 Financial Information

We may collect financial information about you, including:

- Income from all sources (including government benefits)

- Assets
- Expenses and debts

Note: Financial information is collected to assess your application but is **not** disclosed to Credit Reporting Bodies.

2.4 Sensitive Information (Hardship Applications Only)

If you apply for a hardship variation, we may collect sensitive information, including:

- Health information about you or a family member
- Reasons for your current employment status
- Changes to your marital or family circumstances
- Other matters relevant to your hardship application

Note: Sensitive information is only collected with your explicit consent (see Part B, Section 5 below).

3. How Do We Collect Your Information?

We may collect your information from the following sources:

- **Directly from you** — in person, by phone, by email, through online forms, or through application forms
- **From Credit Reporting Bodies** — as listed in Section 4 below
- **From Data Aggregation Services** - such as illion (<https://bankstatements.com.au/>) for bank statement retrieval
- VEVO checks for visa holders (<https://online.immi.gov.au>)
- PPSR checks (www.ppsrcloud.com)
- **From persons authorised by you** — such as agents, brokers, solicitors, financial counsellors, and introducers
- **From referees and employers**

- From other credit providers
- From government bodies
- From our agents and service providers

4. Credit Reporting Bodies

4.1 Credit Reporting Bodies We Deal With

EFT CAPITAL may disclose your personal and credit information to, or collect information about you from, the following Credit Reporting Bodies ("CRBs"):

Credit Reporting Body	Website
Equifax Australia Information Services and Solutions	www.equifax.com.au
Experian Australia	www.experian.com.au
Illion	www.illion.com.au

4.2 Purpose of Disclosure to CRBs

EFT CAPITAL may disclose credit information to a CRB (s 21D) and collect credit eligibility information from a CRB (s 21G).

EFT CAPITAL may disclose your information to CRBs for the following purposes:

- To determine your eligibility for credit
- To assess your creditworthiness
- To participate in the credit reporting system
- To report repayment history information (including financial hardship information)

- To report default information and serious credit infringements

4.3 What CRBs Do With Your Information

- CRBs may include your information in credit reports provided to other credit providers.
- CRBs are required by law to have privacy policies explaining how they handle your information. You can find these policies on the CRB websites listed in the table above.
- If EFT CAPITAL provides information about your credit application to a CRB, this may affect decisions by other credit providers about whether to provide credit to you.

4.4 Information EFT CAPITAL May Register With CRBs

EFT CAPITAL may register the following information about you with one or more of the CRBs listed above:

- Your enquiry or application
- Consumer credit liability information
- Repayment history information (including financial hardship information — see Section 5 below)
- Default information (where arrears are \$150 or more for 60 days or more)
- Serious credit infringement information
- Payment information (when overdue amounts are paid)

5. Financial Hardship Information — Important Notice

IMPORTANT — PLEASE READ CAREFULLY

This section explains how financial hardship information is reported to Credit Reporting Bodies. It is important that you understand this information before entering into any hardship arrangement with EFT CAPITAL.

5.1 What Is Financial Hardship Information?

If you enter into a financial hardship arrangement with EFT CAPITAL, when reporting credit information to a CRB we are required by law to report this to the CRBs listed in Section 4 as part of your repayment history information.

Two types of arrangements are reported:

5. **Temporary hardship arrangement** — coded as "A" (arrangement) on your credit report. This applies where EFT CAPITAL agrees to temporarily change your repayment schedule.
6. **Permanent variation** — coded as "V" (variation) on your credit report. This applies where your credit contract is permanently varied.

5.2 Your Protections

The law provides the following protections regarding financial hardship information:

- CRBs must not use financial hardship information to calculate your credit score.
- Financial hardship information is kept on your credit report for a maximum of 12 months after the arrangement ends.
- Other credit providers must not refuse you credit, or reduce your credit limit, solely because financial hardship information appears on your credit report.

5.3 Important Distinction

The reasons for your hardship (for example, illness, job loss, or family circumstances) are sensitive information. EFT CAPITAL will not disclose these reasons to any CRB or other credit provider.

Only the **fact** that you have entered a hardship arrangement is reported.

6. How We Use and Disclose Your Information

6.1 How We Use Your Information

We use your information to:

- Assess your credit application or guarantee
- Verify your identity under Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) laws
- Manage your credit contract
- Consider hardship variation applications
- Collect debts or enforce contractual rights
- Participate in the credit reporting system
- Comply with legal and regulatory obligations
- Manage complaints through internal dispute resolution (IDR) and external dispute resolution (EDR) processes

6.2 Who We May Disclose Your Information To

We may disclose your information to the following parties:

- **Credit Reporting Bodies** — as listed in Section 4
- **Data Aggregation Services** such as illion (<https://bankstatements.com.au/>) for bank statement retrieval
- **Other credit providers** — with your consent or as permitted by law
- **Proposed guarantors**
- **Your authorised representatives** — only after identity verification (see Part B, Section 4)
- **Debt collection agencies**
- **Legal advisers**
- **Insurers**
- **Service providers** engaged by EFT CAPITAL

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- **Government agencies and regulators** — including the Australian Securities and Investments Commission (ASIC), the Office of the Australian Information Commissioner (OAIC), and the Australian Financial Complaints Authority (AFCA)
 - **Prospective purchasers** of EFT CAPITAL's business or assets (with prior notice to you)

6.3 Direct Marketing

EFT CAPITAL will **not** disclose your credit information for direct marketing purposes.

7. Your Rights

7.1 Right to Access Information

You may request access to the personal and credit information EFT CAPITAL holds about you. To make a request, contact the Privacy Officer using the details in Section 9 below.

7.2 Right to Correct Information

If the information EFT CAPITAL holds about you is incorrect, incomplete, out of date, or misleading, you may request that EFT CAPITAL correct it.

7.3 Right to Opt Out of Direct Marketing

You may request at any time that EFT CAPITAL stops using your personal information for direct marketing purposes.

7.4 Right to Request CRB Exclusion From Direct Marketing Pre-Screening

You may ask a Credit Reporting Body not to use your credit reporting information for direct marketing pre-screening. To exercise this right, contact the relevant CRB directly using the details in Section 4 above.

7.5 Fraud Protection

If you believe you have been, or are likely to be, a victim of fraud (including identity fraud), you have the right to request that a CRB not use or disclose your credit reporting information. Contact the relevant CRB directly using the details in Section 4 above.

7.6 Right to Complain

If you are not satisfied with how EFT CAPITAL has handled your personal information, you may make a complaint to:

Step	Contact	Details
1. EFT CAPITAL Internal Dispute Resolution	IDR Manager: Charl Coetzee	Phone: 1300 722 744 Email: info@eftcapital.com.au
2. Australian Financial Complaints Authority (AFCA)	External dispute resolution	Phone: 1800 931 678 Website: www.afca.org.au
3. Office of the Australian Information Commissioner (OAIC)	Privacy regulator	Phone: 1300 363 992 Website: www.oaic.gov.au

8. Overseas Disclosure

EFT CAPITAL does not disclose personal or credit information to overseas recipients.

If this changes, EFT CAPITAL will update its Privacy and Credit Reporting Policy.

9. Further Information and Contact

Full details of how EFT CAPITAL manages your information are set out in EFT CAPITAL's **Privacy and Credit Reporting Policy**, available at <https://eftcapital.com.au/> or in hard copy on request.

Privacy Officer:	Charl Coetzee
Phone:	1300 722 744
Email:	info@eftcapital.com.au
Address:	5/38 Dominions Rd, Ashmore QLD 4214

PART B: CONSENT

IMPORTANT

By signing, clicking, or otherwise acknowledging this document, you are providing the following consents. Please read each section carefully before signing.

1. Consent to Collect, Use, Hold and Disclose Your Information

I consent to EFT CAPITAL and other entities with whom EFT CAPITAL deals collecting, using, holding, and disclosing my personal information and credit information in the ways described in Part A of this document and in EFT CAPITAL's Privacy and Credit Reporting Policy (available at <https://eftcapital.com.au/>).

application, assess my suitability for credit, or otherwise deal with me.

2. Consent to Credit Reporting

I consent to EFT CAPITAL:

1. disclosing my personal and credit information to the Credit Reporting Bodies listed in Part A, Section 4 for the purposes described in this document; and
2. collecting and using information about me held by those Credit Reporting Bodies to verify my identity, assess my credit application, and manage EFT CAPITAL's services to me.

I authorise the relevant Credit Reporting Body to disclose this information to EFT CAPITAL.

3. Consent to Disclosure to Other Parties

I consent to EFT CAPITAL:

1. sharing my personal and credit information with other credit providers for the purposes described in this document and EFT CAPITAL's Privacy and Credit Reporting Policy;
2. sharing relevant credit information with a person considering whether to provide a guarantee for my credit; and

3. sharing my information with EFT CAPITAL's service providers, legal advisers, and other third parties as described in Part A, Section 6.

4. Consent to Disclosure to Your Authorised Representatives

I consent to EFT CAPITAL disclosing my personal and credit information to a person I have authorised to act on my behalf (such as an agent, broker, solicitor, or financial counsellor), subject to the following conditions:

1. I will provide written authorisation identifying the person and the scope of information to be disclosed.
2. If I provide verbal authorisation, EFT CAPITAL will verify my identity and confirm the authorisation in writing within 5 business days.
3. I understand that EFT CAPITAL may refuse to act on a verbal authorisation if it cannot satisfactorily verify my identity.

5. Consent to Collect Sensitive Information (Hardship Applications)

If I apply for a variation to my repayment terms on the grounds of hardship under the *National Consumer Credit Protection Act 2009* (Cth), I consent to EFT CAPITAL collecting sensitive information (including health information and information about my personal circumstances) that is reasonably necessary to assess my hardship application.

I understand that:

1. EFT CAPITAL will only collect sensitive information that is relevant to my hardship application.
2. EFT CAPITAL will not disclose my sensitive information (the reasons for my hardship) to any Credit Reporting Body or other credit provider.
3. When reporting credit information to a CRB EFT CAPITAL is required by law to report the fact of any hardship arrangement to Credit Reporting Bodies as financial hardship information (see Part A, Section 5).
4. I may withdraw this consent at any time by contacting EFT CAPITAL's Privacy Officer, but this may affect EFT CAPITAL's ability to assess my hardship application.

6. Consent to Electronic Communications

I consent to:

1. Receiving contracts, notices, and other written communications from EFT CAPITAL by electronic means (including email) as well as by post.
2. Receiving communications from EFT CAPITAL by telephone or text message in relation to my loan or other credit product.
3. Receiving electronic communications from EFT CAPITAL about other products and services EFT CAPITAL may offer.

I understand that:

- These consents to electronic communication can be withdrawn at any time by contacting EFT CAPITAL's Privacy Officer.
- My right to opt out of direct marketing communications is separate from, and does not affect, communications necessary for the administration of my credit contract.
- Electronic commercial messages will comply with the *Spam Act 2003* (Cth).

7. Acknowledgment

I acknowledge that:

1. I have been provided with this Privacy Collection Notice.
2. I have been informed of EFT CAPITAL's Privacy and Credit Reporting Policy, available on EFT CAPITAL's website.
3. I understand how EFT CAPITAL collects, uses, holds, and discloses my personal information, credit information, and (where applicable) sensitive information.
4. I understand my rights as set out in Part A, Section 7 of this document.
5. I understand that financial hardship arrangements will be reported to Credit Reporting Bodies as described in Part A, Section 5.

SIGNATURES

SIGNATURES AND INDIVIDUAL CONSENTS

By signing or ticking the relevant boxes below, you provide the consents described in **Part B** of this document.

Each consent is separate. You may provide or withhold each one individually.

1. Consent to Collect, Use, Hold and Disclose Personal & Credit Information

I consent to EFT CAPITAL collecting, using, holding, and disclosing my personal information and credit information as described in this Privacy Collection Notice and in EFT CAPITAL's Privacy and Credit Reporting Policy.

Signature: _____ Date: _____

2. Consent to Credit Reporting (Disclosure to and Collection from CRBs)

I consent to EFT CAPITAL disclosing my information to Credit Reporting Bodies and collecting information about me from those bodies for the purposes described in this document.

Signature: _____ Date: _____

3. Consent to Disclosure to Other Parties

I consent to EFT CAPITAL sharing my information with other credit providers, proposed guarantors, and service providers as described in Part A.

Signature: _____ Date: _____

4. Consent to Disclosure to Authorised Representatives

I consent to EFT CAPITAL disclosing my information to any person I authorise to act on my behalf, subject to identity-verification requirements.

Signature: _____ Date: _____

5. Consent to Collect Sensitive Information (Hardship Applications Only)

I consent to EFT CAPITAL collecting sensitive information (including health or personal-circumstances information) where reasonably necessary to assess a hardship application.

Signature: _____ Date: _____

6. Consent to Electronic Communications

I **consent** to receiving contracts, notices, and other communications electronically (including email, SMS, and telephone contact).

Signature: _____ Date: _____

7. Acknowledgment

I **acknowledge** that I have received and understood this Privacy Collection Notice and that I understand my rights as outlined in Part A.

Signature: _____ Date: _____

APPLICANT DETAILS

Purpose of consent (tick all that apply):

- Loan / credit application
- Guarantee application
- Hardship variation application
- Other: _____

Full Name: _____

Signature: _____

Date: _____

JOINT APPLICANT (if applicable)

Full Name: _____

Signature: _____

Date: _____

This document forms part of EFT CAPITAL's privacy compliance framework under the *Privacy Act 1988* (Cth) and the *Privacy (Credit Reporting) Code 2025*.