

Privacy Policy

NB: This policy only applies to individuals.

1. Scope

We understand that privacy is important. This document sets out how we collect, use and protect an individual’s personal information and credit information.

By agreeing to this document, you consent to the collection, use, holding and disclosure of your personal information and credit information as set out in this document.

If you do not provide us with information we request, we may be unable to accept your request for our services.

2. Meanings

2.1. **Personal information** means any data about an identifiable individual or from which your identity is reasonably apparent, and may include an opinion about you. The personal information we hold about you may also include credit information.

2.2. Personal information includes information such as your name, date of birth, address, email, phone number, the number and ages of your dependants, and employment information. If you use our website or mobile applications, we may also collect information about your location or activities, including your IP address, your use of third-party sites, and other user information.

2.3. **Credit information** means both:

2.3.1. information about your financial position, credit status and credit history, such as the type, terms and maximum amount of credit provided to you, including when that credit was provided and when it was repaid, repayment history information, default information (including overdue payments), payment amounts, varied arrangement information, details of any serious credit infringements, court proceedings information, personal insolvency information and publicly available information and

2.3.2. credit eligibility information supplied to us by a credit reporter, and any information that we derive from it.

2.4. We refer to personal information and credit information collectively as **information** in this document.

2.5. **Our related companies** means a related company of ours (as that term is defined in the Companies Act) and also the Australian companies related to us.

2.6. **Credit reporter** – see clause 5.6 below.

3. Collection

3.1. We collect information so we can process any request you make for our services, and to make decisions (and do things necessary) relating to providing and administering those services. We also collect credit information to decide whether to deal with you. We also collect information for internal reports, research and planning, or for us or our related companies to offer you further services.

3.2. We only collect information which is necessary. We do not collect more information than is required to provide appropriate financial services to clients and to appropriately administer those services.

3.3. We collect information directly from the individual where possible (that is, in preference to collection from a third party). We may also collect information through a broker, service provider, insurer or other intermediary. We may also collect information in the public domain, such as from social media or searches of property ownership or electoral rolls. We also collect information if we obtain a credit report about a client from a credit reporter. If an individual e-mails us using the link on our web site, we collect their e-mail address and other details for the purpose of responding to their e-mail.

3.4. We may also collect further information about you in the course of dealing with you.

3.5. We may also collect sensitive information (refer to “13. Sensitive information” below).

3.6. When collecting information over the phone, we inform the individual:

3.6.1. We are bound by the Privacy Act;

3.6.2. Information is collected in order to provide services to our clients;

3.6.3. Under the Information Privacy Principles, individuals have a right to have access to information held about them.

4. Use and disclosure

4.1. We only use information for the purpose for which it was collected. The primary purpose of collection is to provide services to you and, in connection therewith, to assess your application for credit, to establish and administer any business transaction we enter into with you, to establish or verify your identity, to carry out any AML-CFT checks required by law in connection with providing a financial service, to comply with our other legal obligations, to contact you, and to perform associated tasks.

- 4.2. We may also use information for related purposes which are within the reasonable expectation of the individual. This includes sending information to insurance brokers and insurers in relation to premium funding.
- 4.3. We use your credit information to assess your creditworthiness or your eligibility to be provided with finance and, for that purpose, we may give your information to a credit reporter, as to which, see clause 5 below.
- 4.4. We may also use information (and may request further information from you) as required of us by law, such as to carry out any identification check required under the Anti-Money Laundering and Countering Financing of Terrorism Act. In that case, we may disclose information such as your name, residential address and date of birth to an organisation, including a credit reporter, and ask it to prepare and provide us with an assessment of whether that matches (in whole or part) the information held by it. In doing so, the credit reporter may use information about yourself and others held by it, such as names, residential addresses and dates of birth, and will give us an assessment/report of whether or not the information we have matches information held by the organisation. If we use these methods and are unable to verify your identity in this way, we will let you know.
- 4.5. We may also use information about your New Zealand Passport, driver's licence, community services card, citizenship certificate, birth certificate and any other identification documents to match those details with the relevant registries using third party systems, and to record the results of that matching.
- 4.6. If you do not consent to us disclosing your information in this way, we will verify your identity in another way, which may involve requiring you to provide various supporting identification documents (either original or certified copies).
- 4.7. Apart from our related companies, we only disclose information to other organisations where that is necessary as part of providing services to clients.
- 4.8. For example, we may need to disclose information to your broker or insurers in connection with premium funding products, or our bank may require information to process any claim you make relating to an incorrect or wrongful debit, or we may need to disclose your information to our creditors, factors or asset securitisers (on a confidential basis) for the purposes of funding our activities. We may also need to disclose your information to organisations that carry out functions for us, such as auditors, computer experts, lawyers, and so on.
- 4.9. Parties that we may potentially disclose information to may include –
 - other financiers or credit providers
 - brokers, insurers, and other intermediaries who assist us to provide services
 - any person who represents you, including financial consultants, accountants, lawyers, brokers, persons holding power of attorney, guardians and advisers
 - industry bodies, government authorities, tribunals, and courts
 - investors, advisers, trustees, ratings agencies and other businesses assisting us with funding
 - any person where we are authorised or required to do so by law
 - businesses who provide us with services or systems
 - debt collection agencies
 - persons who are or are likely to be co-borrowers with you or to guarantee your loan
 - any person you expressly consent to
 - any of our related companies, entities or associates
 - our agents, contractors or service providers that we engage to carry out functions and activities for us
 - your referees and your employers
 - an organisation that assists us to identify, prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct)
 - any person considering acquiring an interest in our business or assets and
 - associated businesses that may want to market products to you.
- 4.10. We may use Google Analytics to track activity on our website, and to collect and store certain information. We do this to monitor and analyse the use of our website, so that we can improve it so that it best suits the needs of clients and potential clients. These tracking technologies transmit website traffic data to Google servers that may be located outside of New Zealand. By using our website, you consent to the processing of data about you for the purpose described above, and in the way described in Google's Privacy Policy, which is available at <https://policies.google.com/privacy>. Tracking technologies used may include web cookies, flash cookies and web beacons. These technologies are fully explained by searching those terms at www.wikipedia.org. You can instruct your browser to refuse web cookies, and you can block flash cookies in the way explained on its Wikipedia page. Or you can opt out of Google Analytics altogether by using their opt-out service at <https://tools.google.com/dlpage/gaoptout>. If you do any of these things, you may then be unable to use some of our website services.

- 4.11. We may also use information to offer a person further services such as further finance or other products. We do not ordinarily send out marketing material but, if we do, we always give the individual the opportunity to “opt out” of receiving future material.
- 4.12. We do not sell your information. Nor do we provide it to any other person, other than in the ordinary course of our business of providing financial services, or as outlined in the preceding sub-clauses, or except to our related companies but then only for the limited purpose mentioned in the preceding sub-clauses.
- 4.13. We only use sensitive information as set out in “13. Sensitive information” below.
- 4.14. We obtain our client’s consent to use their name or photograph, or other details which identify them, in any publication or marketing material which we produce.

5. Exchange of information with credit reporters

- 5.1. We may disclose information about you to, and receive information about you from, credit reporters.
- 5.2. We exchange information about you with credit reporters to assist us to confirm your identity, assess your creditworthiness, assess the suitability of credit for you, manage that credit, or for the purposes of taking other lawful action relating to our arrangements with you.
- 5.3. The information we may exchange with credit reporters includes your identification details, what type of loans you have, how much you have borrowed, and whether or not you have met your loan obligations. We may also inform credit reporters if you default, or fail to meet your repayment or other obligations to us, or if you commit a serious credit infringement.
- 5.4. A credit reporter may give information we disclose to it to other parties, including other lenders so that those other lenders can assess your creditworthiness, so it may affect your ability to get credit. Credit information is commonly exchanged between finance providers and credit reporters.
- 5.5. You can ask a credit reporter not to use a credit report about you for the purposes of pre-screening or direct marketing. You can also ask a credit reporter not to use or disclose credit reporting information about you if you have reasonable grounds to believe that you have been, or are likely to be, a victim of fraud.
- 5.6. The credit reporters we share information with are:
- Equifax– www.equifax.co.nz – contact on 0800 698 332; see privacy policy at <https://www.equifax.co.nz/privacy/>;
 - Illion– www.illion.co.nz – contact on 13 23 33; see privacy policy at <https://www.illion.co.nz/privacy-policy/>; and

- Centrix – www.centrix.co.nz – contact on 0800 236 874; see privacy policy at <https://www.centrix.co.nz/privacy-policy/>.

- 5.7. For further information on how a credit reporter itself manages information, please see its privacy policy at its website given above.

6. Data quality

- 6.1. We take steps to ensure that the information we collect is accurate, complete and up to date. For example, we ensure that names are spelt correctly at the time of collection.
- 6.2. We give individuals the opportunity to correct their information, refer to “9. Access and correction” below.
- 6.3. When we are informed that information is incorrect, we ensure that it is appropriately corrected or updated immediately.
- 6.4. If an individual chooses to opt-out of receiving marketing material, we ensure that their name is removed from our mailing list.

7. Data security

- 7.1. We take reasonable steps to ensure that information is protected from misuse, wrongful disclosure, loss and unauthorised access by:
- 7.1.1. only permitting authorised staff or representatives to access information, and ensuring they are bound by duties of confidentiality;
 - 7.1.2. conducting training of all personnel in matters relating to privacy of personal information during initial induction and regularly thereafter;
 - 7.1.3. using computer passwords for access to our computer network;
 - 7.1.4. keeping hard copy records and electronic backups secure on and off-site;
 - 7.1.5. shredding waste paper which may include personal information;
 - 7.1.6. completing regular assessments and audits of IT, physical security and data loss risk management.
- 7.2. We destroy our files when they are no longer required. Most files are destroyed after 7 years. Otherwise, we only keep files if there is a legal requirement to do so.

8. Openness

- 8.1. We make this Privacy Policy available on request to anyone who asks.
- 8.2. We display this Privacy Policy on our website.
- 8.3. On request, we inform individuals of the types of personal information we hold, and how we use and disclose it. All staff can answer general queries in

relation to the type of information we hold. For example: “We hold names and contact details for clients and other parties, as well as other information which we require to make business decisions and enter into business transactions”.

- 8.4. If an individual wishes to have access to specific information, refer to “9. Access and correction” below.

9. Access and correction

- 9.1. It is important to us that the information we hold about you is accurate and up-to-date. During the course of our relationship with you, you should inform us if any of your information has changed. We generally rely on you to ensure that the information we hold about you is accurate and complete.
- 9.2. On request, we give individuals access to information we hold about them. However, we will not give access in the following circumstances:
- 9.2.1. The request for access is frivolous or vexatious.
- 9.2.2. Providing access would have an unreasonable impact on the privacy of another individual. In this case, we may give access to parts of the information which do not so impact or identify another individual.
- 9.2.3. Providing access would prejudice negotiations with the individual.
- 9.2.4. The information relates to existing or anticipated legal proceedings between us and the individual, and the information would not be accessible through discovery.
- 9.2.5. Providing access would be unlawful, or denying access is required or authorised by law, such as under AML-CFT laws.
- 9.2.6. Providing access would reveal a commercially sensitive decision-making process. In this case, we will give an explanation of the information without revealing the relevant information.
- 9.3. Also, information which is confidential will not be disclosed to anyone other than the individual concerned unless the individual consents.
- 9.4. We accept written and verbal requests for access. All requests are addressed by our trained personnel, who are bound by duties of confidentiality. There is no charge for making a request for access, but we may impose a reasonable administrative charge for providing access, depending on the amount of material to be copied.
- 9.5. Depending on the type of request that you make, we may respond to your request immediately. Otherwise, we usually respond to you within 7 days of receiving your request.

- 9.6. If we deny access, we will give a written explanation of the reason for our decision.
- 9.7. If you establish that information about you is incorrect, inaccurate or out-of-date, you may request that we correct the information by contacting us.
- 9.8. If appropriate, we will correct the information at the time of your request. Otherwise, we will provide an initial response to you within 7 days of receiving your request. Where reasonable, and after our investigation, we will provide you with details about whether we have corrected your information within 30 days.
- 9.9. We may need to consult with other finance providers, credit reporters or other entities as part of dealing with your request. This could cause delays to the timeframes in the preceding sub-clause.
- 9.10. If we refuse to change any information, we will provide you with our reasons for doing so. We may also allow the individual to make a statement in relation to the information, and include this statement on our file.
- 9.11. We may require you to provide proof of your identity before we discuss, give access to, or change any information.

10. Identifiers

We may use government identifiers to identify individuals. However, we only use these (such as passport numbers, tax file numbers and community services card numbers) as required in the ordinary course of our business.

11. Anonymity

If appropriate, we allow individuals to remain anonymous. This is limited to those making general inquiries of us or about the services we provide but, if any price is quoted, we record a name, address and phone number.

12. Trans-border data flows

- 12.1. Except as below, we do not ourselves disclose information overseas other than in the ordinary course of our business.
- 12.2. However –
- 12.2.1. we use the systems of our related companies in Australia
- 12.2.2. we use computing services provided by service providers who may have systems located within Australia and also overseas namely in the United States of America (or such other places as they locate these services from time to time)
- 12.2.3. the businesses we disclose your information to may disclose information to businesses located overseas

12.2.4. data may also be transported overseas in the circumstances referred to in clause 4.10 above.

12.3. An overseas entity may not be subject to privacy laws or principles similar to those that apply in New Zealand, and any information disclosed to an overseas entity may not have the same protection as under the New Zealand Privacy Act. You may not be able to seek redress for any breach of your privacy which occurs outside of New Zealand. An overseas entity may also be required to disclose information to relevant foreign authorities under a foreign law.

12.4. If we do disclose information overseas, we will attempt to select and use reputable offshore service providers, and attempt to ensure that the recipient of the information will apply privacy rules similar to the Information Privacy Principles in the New Zealand Privacy Act.

12.5. Otherwise, we are not liable for any breach or misuse of information sent offshore, except if it done by our related companies in Australia.

13. Sensitive information

13.1. **Sensitive information** is information about a person's racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association or trade union, sexual preferences or practices, criminal record, health information, genetic or biometric information.

13.2. We do not collect sensitive information unless it is health information collected in connection with a hardship application, or it is otherwise necessary for us to provide appropriate services to our clients.

13.3. If we collect sensitive information, we will ensure that the individual consents to the collection and is aware of the intended use of the information. Usually, consent can be implied from the circumstances, but where possible we will obtain express consent.

14. Identifying persons making enquiries of us

Due to the Privacy Act, it is necessary for us to identify that we are dealing with the client prior to divulging any information. To do so, the following details can be requested by our trained personnel:

- 14.1. Agreement number
- 14.2. Full name of caller
- 14.3. Address
- 14.4. Mobile or home phone number.

15. Complaints procedure

15.1. All privacy related complaints are referred to, and dealt with by, our Privacy Officer.

15.2. Where possible, we request the individual to provide details of their complaint in writing.

15.3. We acknowledge the individual's complaint in writing within 7 days.

15.4. We respond to the complaint in writing within 30 days of the complaint being received.

15.5. Details of the nature of complaints (without any personally identifying details) are recorded for use in future privacy audits.

15.6. If you are dissatisfied with the outcome of your complaint to our Privacy Officer, you can make a complaint to the New Zealand Privacy Commissioner. Such complaints must be made in writing, either by writing to them or using their online complaint form. Their contact details are as follows.

Website: www.privacy.org.nz

Complaints: privacy.org.nz/your-rights/making-a-complaint/

Address: PO Box 10 094, Wellington 6143

Phone: 0800 803 909

16. Contacting us

If you want a hard copy of this Privacy Policy, or if you have any questions, concerns, comments or requests regarding this Privacy Policy or our processing of information, or if you would like more information about the way we handle information, please contact:

Privacy Officer

Arteva Funding NZ Limited

On 0800 005 560

At mailbox@arteva.co.nz

Or write to our address on our website www.arteva.co.nz.

Effective 1st June 2023