

▼ Privacy Consents and Notifications

By applying for this product, you consent as follows:

In this section 'we/us' means Diners Club Pty Limited ("Diners Club") and our related companies that assist us to provide our services and 'you/your' means all borrowers named in this application.

Purposes for which we collect, use and disclose your personal information

1) We collect, use and disclose your personal information:

- to assess this application and future applications and to administer your credit facilities and related services;
- to conduct reviews of your facility;
- to comply with applicable laws both in Australia and overseas, including:
 - a) the National Consumer Credit Protection Act;
 - b) the Anti-Money Laundering and Counter-Terrorism Financing Act;
 - c) State and Territory property legislation and other property-related laws (for example, to register and search for security interests); and
- for other purposes as listed in our Privacy Policy and our Credit Reporting Policy.

If you do not provide us with the information we may not be able to assess your application or administer the products or services that you are seeking.

2) We usually collect your personal information directly from you. However, we may need to collect personal information about you from third parties for example, in order to assist us to process your application or to locate or communicate with you.

3) Where you have provided information about another individual, you must make them aware of that fact and the contents of this Privacy Consent and Notification, and have obtained their consent to make this disclosure to us.

4) Your telephone calls and conversations with a Diners Club representative may be recorded and monitored for quality, training and verification purposes.

Disclosures of your personal information

5) We may disclose to, and obtain personal information about you from:

- Our affiliates, sales agents and organisations that carry out functions on our behalf including card schemes, mailing houses, data processors and collection agents;
- reward providers including Airline partners and their service providers;
- other credit providers;
- any signatory or guarantor to the facility for which you are applying;
- any broker, introducer, financial, legal or other adviser acting in connection with your facility or application;
- regulatory and tax authorities in Australia and overseas;
- credit reporting bodies (see 'Exchange of information with credit reporting bodies' below);
- any insurer relating to your facility;
- organisations wishing to acquire an interest in any part of our business; and
- as further set out in our Privacy Policy and Credit Reporting Policy.

Disclosures to overseas recipients

6) Some of the recipients to whom we disclose your personal information may be based overseas. It is not practicable to list every country in which such recipients are located but it is likely that such countries will include the United States of America, India, the Philippines, Malaysia, Hong Kong and Singapore. By consenting to us disclosing your personal information to overseas recipients, you agree that Australian Privacy Principle 8.1 shall not apply to the disclosure, meaning that Diners Club will not be obliged under the Privacy Act to ensure that an overseas recipient does not breach the Australian Privacy Principles and we will not be liable under the Privacy Act if the recipient does not act consistently with the Australian Privacy Principles. By completing this application you consent to such overseas disclosures.

Exchange of information with credit reporting bodies and other information services

7) If you have made an application for consumer or commercial credit, or have obtained consumer or commercial credit from us, you agree that we can obtain credit reporting information about you from a credit reporting body (CRB) for the purposes of assessing any application for consumer or commercial credit and collecting payments that are overdue in relation to consumer or commercial credit. You also agree that we can obtain, from any business providing information about commercial credit-worthiness, commercial credit reports about you for the purposes of assessing applications for consumer or commercial credit.

8) We may disclose personal information about you (including credit information, such as details about the credit that we provide to you, your repayment history and any repayment defaults) to, and obtain credit reporting information about you from, CRBs. Our Credit Reporting Policy contains information about credit reporting, including the CRBs with which we may share your personal information, their contact details, the type of credit reporting information we share, and your rights in relation to them.

Our Policies (including how to access and correct information and make a complaint)

9) You can view our Privacy Policy or Credit Reporting Policy on our website at dinersclub.com.au/privacy or obtain copies by calling us. These policies include information as to how you can access and/or seek correction of the personal information we hold about you. Our Privacy Policy and Credit Reporting Policy also contain information as to how you can complain about a breach by us of the Privacy Act (including the credit reporting provisions in Part IIIA and the Credit Reporting Code) and how we will deal with such a complaint.

Your Marketing Communications Preferences

10) By completing this application you agree that we, our affiliate companies and their partners may use your personal information to keep you informed about offers relating to this product and other products, services and offers which may be of interest to you. They may do this by phone, mail, email and SMS or other electronic messages (without an unsubscribe facility). These consents operate indefinitely and shall remain in effect unless and until you notify us that you do not want to receive such communications. If you do not wish to receive these communications please notify us in writing or by calling us.

Note: If you have not told us that you do not wish to receive these communications by phone, you may be contacted even if you have registered your phone number on the national Do Not Call Register.

▼ Declarations and Authorisations

Interpretation: In these Declarations and Authorisations, any reference to a defined term has the same meaning as in the Business/Corporate Card Terms and Conditions unless the context otherwise requires. Any reference to the 'business' includes a reference to a company, partnership, joint venture, association, governmental agency, firm, body corporate, sole trader or other business entity.

Diners Club Card Application (this section applies to you if you are the business or an Applicant)

Application: By signing this form, the business and the Applicant: (A) request that a Diners Club Card(s) (Card) be issued to the Applicant; (B) warrant that all information in this application is true and correct and not misleading; (C) warrant that the Applicant is an employee of the business; (D) acknowledge that the business and the Applicant will be bound by the Business/Corporate Card Terms and Conditions (which will be provided to each on approval of this application) on first use of the Card or the Card account; (E) agree that information about you may be used as described in the Privacy section in the Business/Corporate Card Terms and Conditions, and that where you provide information about any other individual on this form or later, you will make that other individual aware of the provisions of that Privacy section; (F) agree that the Card(s) is issued at the direction of the business and may be cancelled by the business at any time by written notice to Diners Club; (G) acknowledges that a commission may be paid by Diners Club to the person (if any) named on this form for introducing you to Diners Club. The amount of any such commission will be based either on your expenditure or the number of introductions made by the person and is unascertainable at the time of this application.

Liability: The business (and in the case of trusts, the trustee) and each Applicant agree to be jointly and severally liable for (A) all charges incurred by the Applicant arising from, or in relation to, the issuance or use of a Card (including any reissued or replacement Card); (B) any fees set out in the Diners Club Fee Schedule at the end of the Business/Corporate Card Terms and Conditions; (C) any fees or charges in relation to each Applicant's membership of Diners Club Rewards (if selected); (D) If your account is not paid in full within 21 days of your monthly issue date, a charge will apply which is the greater of \$30 or 3% of the overdue amount on your account each month. Any points accrued for that statement period will be forfeited and not allocated to your Diners Club Points Record; and (E) any goods and services tax which may be payable by Diners Club in respect of fees or charges charged by Diners Club on the Card account or in relation to any Applicant's membership of Diners Club Rewards (if applicable).

Membership Fee: The annual membership fee, unless we advise to the contrary, is to be charged pro-rata upon Supplementary Card issuance and annually with the Primary Cardholder annual fee. All membership fees, including Supplementary Card membership fees will be billed annually to the Primary Cardholder's Card account and can be varied by Diners Club in accordance with the Diners Club Business/Corporate Card Terms and Conditions.

Diners Club Rewards (this section applies to you, in addition to the section above, if you are or become a member of the Diners Club Rewards program)

Application: By signing this application, and indicating a wish to enrol as a member of the Diners Club Rewards program, you, the Applicant, acknowledge that you will be bound by the Diners Club Rewards Terms and Conditions contained in the Diners Club Rewards Catalogue provided to you with a Card, on first use of that Card.

Completed application forms should be returned to:

e: corporatenewapps@dinersclub.com.au Mail: **Diners Club International, GPO BOX 40, Sydney, NSW 2001**

For further information call Diners Club Customer Service 24 hours a day on **1300 360 060**