

Terms and Conditions: Your Credit & Identity

Equifax Credit Reports and monitoring subscription plans

You are dealing with Equifax

1. You are sending your Personal Information to Equifax Australia Information Services and Solutions Pty Limited (ABN 26 000 602 862) (**Equifax, we, our, us**) to obtain:
 - a. a copy of your Equifax Credit Report as described on our website at <https://www.equifax.com.au/personal/products/credit-and-identity-products> (**Website**) as an individual consumer; or
 - b. one or more of Equifax's personal credit and identity monitoring subscription services as described on our Website.
2. These Terms and Conditions form an agreement between you (the consumer) and Equifax in relation to the provision by Equifax of the applicable Service to you.
3. If the Service we provide to you includes Your Credit and Identity Guard Insurance, that insurance is subject to the terms of the Equifax insurance policy available [here](#).
4. If your Equifax Credit Report shows a bankruptcy, debt agreement or personal insolvency, no credit score will be provided via the Service until that information is deleted from your Equifax Credit Report in accordance with retention periods relating to that information.

Privacy Act

5. Subject to certain exemptions, you have a right to access credit reporting information that we hold about you. Under the Privacy Act 1988 (*Cth*) (**Privacy Act**) and the Privacy (*Credit Reporting*) Code 2014 (**CR Code**), you may be entitled to access your credit report without a fee.
6. Each Service involves dealing with your Personal Information including credit information. It is therefore important that you acknowledge and agree that:
 - you are sending your own Personal Information only;
 - you are providing accurate, up to date, complete and not misleading information;
 - when you become a Member, your Membership will be for your own use only; and
 - you will not share your Membership or login details with anyone else.
7. Your credit report is based on information provided to Equifax by credit providers and others in accordance with the Privacy Act. Under the Privacy Act, Equifax must take reasonable steps to ensure the information is accurate, up to date and complete. You have

rights to correct your credit report in accordance with the Privacy Act. The Equifax Credit Reporting Policy contains information about how we handle credit reporting information and is available [here](#).

8. The Equifax Privacy Policy is available [here](#). The Equifax Privacy Policy contains information about how we handle Personal Information (other than credit information), including how you may access Personal Information held by Equifax and its related companies and seek the correction of that information, and how you may complain about a breach of the Australian Privacy Principles and how Equifax and its related companies will deal with such a complaint.

Membership eligibility

9. In order to receive a Service you must first become a Member. To be eligible to become a Member you must:

- a. be at least 18 years of age; and
- b. be able to be identified via documentation supplied by the government.

10. If your Membership Option includes Identity Watch as a feature, you agree to your email address being prepopulated in the Identity Watch area of the Member Portal.

Proof of identity

11. Given that we are dealing with Personal Information, Equifax takes reasonable steps to satisfy itself that all Personal Information it discloses goes to the correct person. Additionally, the CR Code requires Equifax to obtain such evidence as is reasonable in the circumstances to satisfy ourselves as to your identity.

12. Accordingly, Equifax may make enquiries to help satisfy itself that you are who you say you are. This includes validating certain document information you provide with the document issuer or official record holder for the purpose of confirming your identity. If the information you provide to Equifax does not meet Equifax's current security requirements, Equifax may contact you and ask you to provide additional documentation to prove your identity. In this case, Equifax may take longer to provide you with a Service.

13. If you do not provide sufficient information or if Equifax is not reasonably satisfied that you have proved your identity, Equifax may refuse to supply you with any Services.

Use of your information by Equifax

14. Equifax and its related companies may, at any time:

- a. use and disclose your Personal Information to manage the provision of reports and the Services;
- b. use your Personal Information to monitor traffic on the Website for quality related purposes;

c. use and disclose your Personal Information to undertake data management for quality related purposes; or

d. use and disclose your Personal Information to investigate any complaint or correction request made by you or on your behalf, either directly or through a relevant regulator, external dispute resolution scheme or law enforcement agency.

15. Equifax's third party data providers may use and disclose your Personal Information for the purposes of providing their products to Equifax's customers, including products forming part of Identity Watch (as revised from time to time), as long as those customers' Membership Option includes the relevant third party provider's product as part of the Service.

Contact details

16. For security and related reasons you must provide us with an up-to-date and valid email address. If for any reason you change your email address you must notify us of that change immediately. This is essential for you to receive notices from us, including notification of reports, Credit Alerts and subscription renewal notices. You can do this by contacting Equifax on 138 332 or via our website at <https://www.equifax.com.au/contact>.

Member Portal and communications

17. You may view, manage and update your Membership information through the Member Portal. To access the Member Portal you must use the username and password you supplied during enrolment or as updated by you. You must keep your login details secure.

18. All Service-related information will be communicated to you via electronic communication. Excluding any subscription Services, if you do not provide us with a valid email address, you may request a printed copy of your Equifax Credit Report by calling 138 332 or writing to us at:

Equifax
PO BOX 964
North Sydney NSW 2059

19. Equifax does not guarantee or warrant the availability of its Website or call centre, or the internet, email or mail. We do not guarantee or warrant that the Member Portal will be fault free or available without interruption.

One-off Service

20. If you are eligible under the Privacy Act or CR Code to obtain your credit reporting information free of charge, there is no fee payable for the one-off credit report Service.

21. If you are not eligible under the Privacy Act or the CR Code to obtain your credit reporting information free of charge, you will need to pay in advance the fee (if any) specified either on our Website or during your enrolment for the Service you request.

22. Payment must be made using any electronic means of payment that Equifax chooses to accept at any given time. Please note that if you request an Equifax Credit Report and there is no file pertaining to your request, we will advise you of this and refund any payment (if a fee has been paid) within a reasonable time.

23. For the one-off credit report Service, Equifax will dispatch one copy of your Equifax Credit Report, by your choice of email or mail, following:

- a. proof of your identity;
- b. receipt and processing of your request for the one-off credit report Service; and
- c. if the Service is not free of charge, payment to Equifax via its Website.

Membership Fees

24. You must pay the Membership Fee for each subscription Service requested by you as follows:

- a. if your Membership Option is a month to month subscription - you must pay in advance, commencing on the date of your subscription application, the monthly fee specified during enrolment, or as notified to you from time to time in accordance with these Terms and Conditions (including in any special offer communicated by us to you), which will be automatically charged to you each Month;
- b. if your Membership Option is an annual subscription - you must pay in advance, commencing on the date of your subscription application, the annual fee specified during enrolment, or in any automatic Membership renewal notice sent to you in accordance with these Terms and Conditions (including in any special offer communicated by us to you), which will be automatically charged to you each year.

25. If you request an Equifax Credit Report in addition to those reports included as part of any subscription Service requested by you and you are eligible under the Privacy Act or CR Code to obtain such credit reporting information free of charge, there is no fee payable for such Equifax Credit Report. Otherwise, you must pay in advance the fee (if any) specified on our Website for such additional Equifax Credit Report at the time of your request.

Services for Membership Options

26. Subject to these Terms and Conditions and you paying the applicable Membership Fees, you are entitled to receive the Service applicable to your Membership Option as specified on our Website at the time of your Membership application:

- a. if your Membership Option is a month to month subscription, for the Month commencing on the date of your application and for each Month thereafter in respect of which you pay the applicable Membership Fee; and
- b. if your Membership Option is an annual subscription, for the Membership Period commencing on the date of your Membership application or renewal (unless a longer or

shorter period is notified to you at the time of your application, or at the time of your Membership renewal).

27. We may change the Service for a Membership Option from time to time by providing you with not less than 30 days' prior notice. If you do not agree with the varied Service you may cancel your Service by notifying us in accordance with these Terms and Conditions. We may make additions to the Service from time to time without prior notice, unless the addition results in a change in the price or the addition otherwise detrimentally affects you.

28. For each subscription Service, following:

- a. proof of your identity;
- b. receipt and processing of your request for that subscription Service; and
- c. payment of the applicable Membership Fee to Equifax via its website,

Equifax will provide one copy of your Equifax Credit Report via the Member Portal. Equifax will provide additional credit report(s) during your Membership Period in the manner specified in the Service for your Membership Option.

Cancelling a Membership Option

29. You may cancel your Membership Option at any time via the Member Portal, by telephoning Equifax on 138 332 or by completing the cancellation form on our website at <https://www.equifax.com.au/contact>.

30. Each Membership Option is a subscription service and, as such:

- a. where your Membership Option is a month to month subscription, if you cancel your Membership Option, the monthly Membership Fee for the Month in which the date of termination falls will not be refunded. You will continue to have access to the Service until the end of that Month; and
- b. where your Membership Option is an annual subscription, if you cancel your Membership Option before the annual expiry date of that Membership Option, we will refund to you a pro rata amount of the Membership Fee paid by you, for the number of full months remaining in your current Membership Period as at the date of termination. The pro rata Membership Fee for the Month of the Membership Period in which the date of termination falls will not be refunded. You will continue to have access to the Service until the end of that Month. For example, if you choose to terminate one week into your seventh Month of a one year Membership Period, your pro rata refund will be for the five full Months remaining in the Membership Period, and you will continue to have access to the Service until the end of the seventh Month.

31. Cancelling a Membership Option under this section does not change the consent for use or disclosure of your Personal Information provided under these Terms and Conditions.

Changes to fees and automatic renewal of Membership Options

32. If your Membership Option is:

a. a month to month subscription, your Membership Fee will be automatically charged to you each Month and we may change our Membership Fee from time to time by providing you with not less than 30 days' prior notice; or

b. an annual subscription, we will issue to the email address you have provided us an automatic Membership Option renewal notice at least 30 days, but not more than 45 days, before the expiry of your then-applicable Membership Period, which will:

i. set out the date that your annual Membership Option will automatically renew;

ii. set out the annual Membership Fee payable upon renewal, which we may change each year at our discretion; and

iii. provide you with the ability to notify us if you do not wish to renew your annual Membership Option.

33. If you do not notify us that you have chosen to cancel your Membership Option, your Membership Option will be automatically renewed for another Month or year as applicable (unless agreed to be a longer or shorter period as the case may be), and the Membership Fee applicable for that period will be payable by you. If you elect not to renew your Membership Option, your Membership Option will cease and you will not be charged any further Membership Fees.

34. If your Membership Option is a month to month subscription, we may terminate your Membership Option by providing you with at least 30 days' prior notice, in which case your Membership Option will terminate upon expiry of the Month in which the date 30 days from the date of the notice falls.

35. If your Membership Option is an annual subscription, we may notify you at least 30 days before the expiry of your Membership Option that your Membership Option will not automatically renew, in which case your Membership Option will terminate upon expiry of the then-applicable Membership Period.

Changes to Membership Options

36. Members with a monthly Membership Option may upgrade their existing Membership Option to another monthly Membership Option via their online account or over the phone. You will need to pay the difference between the Membership Fee for your current Membership Option and the Membership Fee for the new Membership Option.

37. Members with a monthly Membership Option may downgrade their existing Membership Option via their online account or over the phone. Membership downgrades will not take effect until the commencement of the next Month.

38. A member with an annual Membership Option cannot upgrade or downgrade their annual Membership, but the Member can cancel their existing annual Membership Option and subscribe for a new monthly Membership Option.

Introductory rates and offers

39. From time to time we may offer a special Membership offer (including an introductory trial period or discounted rate period).

40. If you accept a special Membership offer, your Membership will continue and a Membership Fee will be payable and automatically billed to your Credit Card, based on the Membership Option you are on, once the trial period for that offer expires, unless you expressly cancel your Membership prior to the end of the trial period.

Complimentary Membership Options

41. If you are provided with a complimentary Membership Option by Equifax or a third party and that offer is either withdrawn or expires, you understand that you will be able to renew your own Membership Option at your own cost, and that you may choose a different Membership Option from the complimentary Membership Option previously provided to you. Complimentary Membership Options may be terminated at any time, without notice.

Payment methods for Membership Fees

42. You agree that unless you notify us otherwise, whenever a Membership Fee is payable, we can automatically charge your nominated Credit Card (even if the Credit Card expiry date has passed), or directly debit your nominated bank account, if we have an agreement with your bank that allows us to do so. You must advise us immediately if the card or bank account details provided to us for the purposes of charging your Membership Fees is no longer current.

Failure to pay

43. If we do not receive your Membership Fees by the due date:

a. if your Membership Option is a month to month subscription, your Membership Option will be cancelled, but you can still login and view your historical product data, as well as update your billing details to subscribe for a new monthly Membership Option; or

b. if your Membership Option is an annual subscription, your Membership Option will be cancelled, but you can still login and view your historical product data, as well as update your billing details to subscribe for a new monthly Membership Option.

To bring your account up to date, call us on 138 332.

Cancellation for breach

44. We may suspend or cancel your Membership immediately by giving you written notice if, in our reasonable opinion, you:

a. are misusing your Membership in a manner which has a detrimental effect on the Service or any of our other services, our systems or information, or any other customers; or

- b. have materially breached these Terms and Conditions and the breach is not capable of remedy, or if capable of remedy, it is not rectified within 14 days of notice by us; or
- c. have breached the Privacy Act.

45. You may cancel your Membership Option immediately by giving us written notice if we have materially breached these Terms and Conditions and the breach is not capable of remedy, or if capable of remedy, it is not rectified within 14 days of notice by you. If you cancel your Membership under this clause, we will refund the price paid by you for the Membership:

- a. if your Membership Option is a month to month subscription, in respect of the current Month and any prior Month in which the breach occurred, up to a maximum of 12 months in total; and
- b. if your Membership Option is an annual subscription, in respect of the current Membership Period.

Intellectual property rights

46. Equifax has copyright and other rights in the compilation of the information Equifax uses to supply the Services to you. Equifax grants you a non-exclusive licence to use the Service or Services covered by your Membership Option, during the Membership Period, for your own personal use only.

Force majeure

47. Neither party will be liable for any failure to comply with these Terms and Conditions or any other agreement with you (other than an obligation to pay an amount of money) if, and to the extent that, that failure is caused by an act, omission or event beyond the party's reasonable control. In any such event, the time for performance of obligations under these Terms and Conditions will be extended by the same period or periods for which performance is delayed. Whoever of you or us is affected must use their best endeavours to avoid or remove such causes of non-performance.

Varying these Terms and Conditions

48. We may amend or vary these Terms and Conditions at any time by giving you at least 30 days' prior written notice (**Notice of Variation**).

49. If you do not agree to be bound by the varied Terms and Conditions you may cancel your Membership by notifying us in accordance with these Terms and Conditions.

50. If you do not request to cancel your Membership within 30 days of a Notice of a Variation from us, you agree to be bound by the Terms and Conditions as varied.

51. Notwithstanding anything contained in this section, we do not need to notify you of variations to these Terms and Conditions to provide for additional types of Membership or additional Services, unless the additional types of Membership or additional Services result in

a change in the price payable for your Membership Option or otherwise detrimentally affect you.

Governing law

52. These Terms and Conditions are governed by the laws of New South Wales and both Equifax and you submit to the non-exclusive jurisdiction of the courts of that state.

Definitions

53. The following definitions apply in these Terms and Conditions:

Credit Alert means an e-mail notification provided by Equifax when a Member has specific credit information added or changed on their credit report.

Credit Card means any credit card or debit card.

Equifax Credit Report means the record of credit activity provided by Equifax for individuals, including credit reporting information where applicable, as may be further described in the Services.

Identity Watch means the identity cyber monitoring service which may be included as part of the Service provided in respect of a Membership Option.

Member means an individual who has set up an account with us so that they can request a one-off credit report Service or subscribe to a Service under a Membership Option in accordance with these Terms and Conditions and whose account has not been cancelled, terminated or expired.

Member Portal means the Member web portal on our Website.

Membership means the rights and obligations of a Member.

Membership Fee for a Service means the fee referred to on the Website for that Service, including the fee for each Membership Period.

Membership Option means the personal credit and identity monitoring subscription Service plan you purchase.

Membership Period means the period applicable to your Membership Option for which you are provided with the relevant Service, being:

- a. if your Membership Option is a month to month subscription, a period of one Month commencing on the date of your application and each Month thereafter; and
- b. if your Membership Option is an annual subscription, a period of one year commencing on the date of your application or Membership renewal (unless otherwise specified on our Website or notified to you at the time of your application for Membership, or at the time of notice of your Membership renewal).

Month means a period commencing on the day of a calendar month corresponding to the day on which your Membership Period commences and ending on the corresponding day of the following calendar month.

Personal Information means personal information as defined in the Privacy Act.

Service means the service or services provided by us to you as described on our Website, as amended from time to time.

Terms and Conditions means these Terms and Conditions, as amended from time to time.

Website means the Equifax website at <https://www.equifax.com.au/personal/products/credit-and-identity-products>.

Your Credit and Identity Guard Insurance means the insurance cover which may be included as part of any Service provided in respect of a Membership Option.

General provisions

54. These Terms and Conditions supersede all prior written agreements between you and us and any prior written condition, warranty, or indemnity imposed, given or made by you or us in connection with that subject matter.

55. The failure of either party at any time to insist on performance of any provision of these Terms and Conditions or to fail to exercise a right under these Terms and Conditions is not a waiver of that party's right at any later time to insist on performance of that or any other provision of these Terms and Conditions or to exercise that or any other right under these Terms and Conditions.

56. No term in these Terms and Conditions will be regarded as having been waived by a party and no breach will be taken to have been excused by the consent of a party unless the waiver or consent was signed by the party who is claimed to have waived or consented.

57. If any provision in these Terms and Conditions is determined to be invalid or unenforceable it will be severed, however, the other provisions will remain in full force and effect.

Australian Consumer Law and liability

58. The Australian Consumer Law sets out certain guarantees that may apply to the supply of services by us. These guarantees give you rights that cannot be excluded, restricted or modified. The exclusion of guarantees and warranties, and the limitation of liability, in these Terms and Conditions, apply subject to any rights you may have under the Australian Consumer Law.

59. If the services supplied to you are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for breach of a guarantee is limited to the re-supply of the applicable Service or the payment of the costs of having the applicable Service supplied again. We cannot limit our liability as set out in this clause if you establish that it would not be fair or reasonable for us to do so.

60. To the extent permitted by law, we and our third party data and service providers exclude all statutory or implied representations, guarantees, conditions, warranties and terms relating to the supply of any Service, whether based in statute, custom, common law or otherwise.

61. To the extent permitted by law:

a. we will not be liable to you for any special, indirect, consequential or incidental loss or damage (including without limitation loss of profit, revenue or business) arising or resulting from or in connection with, or caused or contributed to by, any Service, these Terms and Conditions, or any of our acts or omissions; and

b. our total aggregate liability for any loss or damage not excluded under this clause is limited to the amount of fees and charges paid by you for any Service under these Terms and Conditions in the 12 months immediately prior to the event giving rise to the liability.

62. Subject to any rights you may have under the Australian Consumer Law, if you are dissatisfied and that dissatisfaction is, in Equifax's opinion based on objective evidence, well founded, Equifax will refund the price paid for the relevant Service:

a. if your subscription is a month to month subscription, in respect of the current Month and, in Equifax's reasonable discretion, any prior Month, up to a maximum of 12 months in total; and

b. if your subscription is an annual subscription, in respect of the current Membership Period.

These Terms and Conditions were last updated in July 2022.