

# AGFARM ACCELERATE PRIVACY ACKNOWLEDGEMENT



accelerate

1) By signing and/or submitting this Credit Application Form (Application), You give the following acknowledgments, authorisations, consents and declarations:

- (a) personally as an applicant; or
- (b) for and on behalf of a corporate applicant of which I/we hold office as a director and/or secretary.

2) You acknowledge that:

(a) You have read, understand and accept the Privacy Policy of Agfarm Pty Ltd ACN 106 819 167 (Agfarm) (which can be accessed at [www.agfarm.com.au/privacy](http://www.agfarm.com.au/privacy)) which applies to how Agfarm manages personal information, credit information and credit eligibility information (as those terms are defined in the Privacy Act 1988 (Act)) about You (Your Information), including any such information which is contained in this Application;

(b) the collection of any Your Information contained in this Application by Agfarm is:

- (i) necessary for, and directly related to the activities of Agfarm (including but not limited to the provision of the credit specified in this Application);
- (ii) and collected by fair means.

3) You consent to:

(a) the collection by Agfarm or any authorised agent of Agfarm (including but not limited to Ruralco Holdings Limited ACN 009 660 879) (each an Agfarm Entity) from any credit reporting body, and the disclosure by the credit reporting body to any Agfarm Entity, of any credit reporting information about You which the Agfarm Entity is permitted to collect and the credit reporting body is permitted to disclose under the Act, the Credit Reporting Privacy Code, and any other regulations or instruments made under the Act (collectively Privacy Laws), for the following purposes (Purposes):

- (i) Agfarm's assessment of Your

application for commercial credit (as that term is defined in the Act); and

(ii) the collection of any overdue payments in relation to any commercial credit provided by Agfarm to You;

(b) the collection by any Agfarm Entity from any other credit provider (which may be another Agfarm Entity), and the disclosure by the credit provider to each Agfarm Entity, of any credit eligibility information about You which the Agfarm Entity is permitted to collect and the credit provider is permitted to disclose under the Privacy Laws for the Purposes;

(c) the disclosure by any Agfarm Entity of any credit eligibility information about You which the Agfarm Entity is permitted to disclose under the Privacy Laws to any person, for the purpose of the person considering whether:

- (i) to offer to act as a guarantor in relation to; or
- (ii) to offer property as security for, any credit provided to You by Agfarm, or any credit for which You have applied to Agfarm; and

(d) the disclosure by any Agfarm Entity of any credit eligibility information about You which the Agfarm Entity is permitted to disclose under the Privacy Laws to any person who:

- (i) is a guarantor in relation to; or
- (ii) has provided property as security for, any credit provided to You by Agfarm.

4) You authorise any Agfarm Entity to seek any additional information that it may require (including any information required to verify Your identity) from Your accountant, solicitor, adviser, bank, other financial institution or contact person named in this Application, and You authorise your accountant, solicitor, adviser, bank other financial institution or contact person to supply such information.

5) Where You have provided personal

information about an individual (e.g. any employer, relative, spouse/partner, solicitor or contact person) to an Agfarm Entity, You have made or will immediately make the individual aware of that fact and:

a) that it is impractical for the Agfarm Entity to obtain the personal information directly from the individual;

b) that their personal information has been collected by the Agfarm Entity for the purposes of providing You with the product or service which is the subject of the Application (including the Purposes), and managing and administering the product or service and protecting against fraud;

c) that their personal information may be disclosed to other organisations involved in the provision, management or administration of Your product or service as required or permitted by law;

d) that You may not be able to obtain the product or service the subject of the Application if that individual's personal information is not provided;

e) that the individual can gain access to their personal information by contacting the relevant Agfarm Entity; and

f) you have given or will immediately give to the individual the relevant Agfarm Entity's contact details.

6) An Agfarm Entity may use any of Your Information collected by the Agfarm Entity to pre-fill or pre-complete in advance any documentation which:

- a) is necessary;
- b) requested by You; or
- c) the Agfarm Entity reasonably contemplates may be convenient, desirable or required, in respect of any of the Agfarm Entity's existing or future business dealings or transactions with You.