TERMS AND CONDITIONS

Terms and Conditions including Collection Statement and Privacy Policy (Updated 1 April 2025)

Lender: Imperial Funding Pty Ltd (ACN 623 734 574) ("we", "us", "our")

1. CONSENT TO OBTAIN INFORMATION

You expressly:

1. Acknowledge that for the purposes of the Privacy Act 1988 (Cth) we are deemed to be a credit provider for the purposes of Part III-A of the Privacy Act 1988 (Cth).

2. Consent to the fact we may give information (Credit Reporting Information) about You (the applicant and/or the Directors of the Organisation named in the application) and your Organisation (the entity detailed in the application) to a credit reporting agency for the following purposes:

(a) to obtain a consumer credit report on You;

(b) to obtain a credit report about your Organisation and its directors for this loan application, and for any future redraw loan application; and/or

(c) to allow the credit reporting agency to create or maintain a credit information file containing information about You and your Organisation.

We confirm that the Credit Reporting Information will be limited to:

(i) identifying particulars, specifically your name, sex, address (and the previous two addresses), date of birth, name of employer, driver licence number, passport number, and Medicare card number in case of a person;

(ii) You, your organisation's and/or your organisation's directors' application for credit -the fact that You and your Organisation have applied for credit and the amount;

(iii) the fact that a credit provider is a current credit provider to You or your Organisation;

(iv) loan repayments which are overdue by more than 60 days, and for which debt collection action has started;

(v) advice that your loan repayments are no longer overdue in respect of any default that has been listed;

(vi) information that, in our opinion, You or your Organisation have committed a serious credit infringement (that is, acted fraudulently or shown an intention not to comply with your credit obligations);

(vii) cheques drawn or direct debit payments made by you for $100 or more which have been dishonoured more than once; and

(viii) to the extent permitted by the Privacy Act 1988 (Cth) any other information about your credit worthiness, credit standing, credit history or credit capacity.

3. Consent to us retaining your personal information for any purpose legally required, including the legal requirements under the Anti-Money Laundering & Counter-Terrorist Financing Act 2006.

4. Consent to allowing us to use any information you provide in your application for credit for the purposes of assessing any future application you may make for credit.

5. Consent to us sharing your email address with company partners who give our members free offers and exclusive deals.

6. Consent to any personal information you provide to us (or give to any other third party consistent with these consents), and any other information we obtain about you (including any credit information) being sent or stored overseas.

2. NOTICE

We provide you access and use of our website subject to your compliance with the Terms and Conditions. You agree to familiarise yourself with the terms and guidelines found throughout our website and abide by them if you choose to use the websites, pages or services to which they apply.

You can review the most current version of these Terms and Conditions at any time on our website or by contacting us. If you do not agree to be bound by the website terms and applicable law each time you use our website, or you do not have the authority to agree to or accept these website terms, do not access our website, or any pages thereof. By accessing, browsing, and using our website, you agree to be bound by the website terms and all applicable law.

3. RELATED POLICIES AND TERMS

Please refer to our Privacy Policy in order to fully understand how we use and collect information, and to learn about our privacy practices.

4. USE OF INFORMATION AND MATERIALS

The information and materials contained in these pages, and the terms, conditions, and descriptions that appear, are subject to change. Unauthorised use of our website and systems including but not limited to unauthorised entry into our systems, misuse of passwords, or misuse of any information posted on our website is strictly prohibited. Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to final determination by us and/or our affiliates.

5. LINKS

Our website may contain links to websites controlled or offered by our third parties affiliates and non-affiliates. We hereby disclaim liability for any information, materials, products, or services posted or offered at any of the third party websites linked to our website. We do not endorse or recommend any products or services offered or information contained at that website, nor are we liable for any failure of products or services offered or advertised at those websites.

Such third party websites may have a privacy policy different from ours and the third party website may provide less security than our website.

6. NO WARRANTY

The information and materials contained in our website, including text, graphics, links or other items are provided "as is" and "as available". We do not warrant the accuracy, adequacy or completeness of this information and materials, and expressly disclaims liability for errors or omissions in this information and materials. No warranty of any kind, implied, expressed, or statutory including but not limited to the warranties of non-infringement of third party rights, title, merchantability, fitness for a particular purpose and freedom from computer virus, is given in conjunction with the information and materials.

7. LIMITATION OF LIABILITY

In no event will we be liable for any damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with our website or any linked website or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if we or our representatives are advised of the possibility of such damages, losses, or expenses.

8. SUBMISSIONS

All information submitted to us via our website shall be deemed and remain ours. We shall be free to use, for any purpose, any idea, concepts, know-how or techniques contained in information a visitor provides through our website. Our website shall not be subject to any obligations of confidentiality regarding submitted information except as agreed directly with you, or as otherwise specifically agreed or required by law. Nothing contained herein shall be construed as limiting or reducing our responsibilities and obligations to customers.

9. AVAILABILITY

Our website is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

10. GOVERNING LAW

Use of our website shall be governed by all applicable laws of Australia.

COLLECTION STATEMENT

1. COLLECTION OF YOUR PERSONAL INFORMATION

The Lender collects personal information about you so that it can process your application for a financial product or service for your business, provide you with services and benefits in connection with the financial product or service and contact you in case of any changes to the provision of the financial services product or service.

If the Lender does not collect your personal information, the Lender may be unable to provide you with the financial services products or services.

2. DISCLOSURE OF YOUR PERSONAL INFORMATION

The Lender may disclose your personal information to third parties, such as related companies, corporations with whom we have joint venture commercial arrangements with, and credit reporting bodies which provide services to us or to you in connection with your financial services product or service.
The disclosure is also necessary to enable the third party to contact you in case of any changes to the provision of the financial product or service that you have been provided.

The Lender may also disclose your personal information to regulatory and industry bodies such as the Australian Prudential Regulation Authority, where this is required by law.

3. OUR PRIVACY POLICY

Our Privacy Policy (below) sets out our approach to the management of personal information. Subject to the Privacy Act 1998 (Cth), you can have access to and seek correction of your personal information. Our Privacy Policy contains information about how you can do this. Our Privacy Policy also contains information about how you can make a complaint about a breach of privacy.

4. MARKETING

The Lender may use your personal information to let you know about financial products and services that the Lender thinks may be of interest to you. However, you may opt out of receiving marketing information at any time by using the contact details provided in the marketing information. For more information, see the Lender's Privacy Policy.

PRIVACY POLICY

Lender: Imperial Funding Pty Ltd (ACN 623 734 574)
Contact details: Please contact us on 0431 825 128 or via funding@imperialfunding.com.au.
The Lender ("we", "us", "our") is bound by the Australian Privacy Principles in the Privacy Act 1988 (Cth).
We understand the importance of, and are committed to, protecting your personal information. This Privacy Policy explains how we manage your personal information, including our obligations and your rights in respect of our dealings with your personal information.

1. PERSONAL INFORMATION

"Personal information" is information or opinion about an identified individual, or an individual who is reasonably identifiable. We collect and hold personal information that is reasonably necessary for, or directly related to, one or more of our functions or activities as a Lender. This information may include (as well as other information):

- your name and date of birth;
- your contact details including residential address, email address and telephone/mobile numbers;
- your employment details, employment history and salary information;
- driver licence;
- credit card, debit card or bank account details; and
- photographs.

We do not collect sensitive information e.g. race, religion, criminal records, medical history.

2. COLLECTION AND USE

PURPOSE

We collect and use personal information about you so that we can establish your identity, assess applications for financial products, administer our financial products, comply with legal obligations and offer and provide you with financial products and benefits in connection with the financing and capital requirements of your business. We also collect and use personal information to contact you in case of any matters affecting any current or future financial product or service.

You have the right to refuse to provide us with personal information. However, if you decide to do so, we may be unable to offer or provide you with financial products or services and benefits in connection with any existing or future loan.

METHOD OF COLLECTION

We only collect personal information by lawful and fair means. We generally collect personal information directly from you. This information will generally come from what has been provided orally, when completing online application forms or business loan agreements. It may also be provided from the following sources:

- Non-public, personal information you knowingly choose to disclose, which is collected on an individual basis via internet, fax, phone, or mail.
- Website use information collected on an aggregate basis as you and others browse our website. If you choose to correspond through e-mail, we may retain the content of your e-mail messages together with your e-mail address and all responses sent through our website.
- Information we receive from you on applications or other forms.
- Information about your transactions and your organisation's transactions with affiliated and non-affiliated third parties.
- Information from service providers, agents, advisers, brokers and credit bureaus.
- Information we obtain to verify representations made by you, such as your passport, Medicare card, bank account details, as well as organisation details (such as name, ABN, address).
- Information about you and your organisation from public sources and other third party affiliated and non-affiliated sources.

3. DISCLOSURE

In general, we do not use or disclose your personal information for a purpose other than:

- a purpose set out in this Privacy Policy;
- a purpose you would reasonably expect;
- a purpose required or permitted by law; or
- a purpose otherwise disclosed to you to which you have consented.

We may disclose non-public, personal information to non-affiliated third parties such as, but not limited to, collection agencies, as permitted by law. Non-public personal information means information about you and your organisation that we collect in connection with providing a financial product or service to you. Non-public personal information does not include information that is available from public sources, such as telephone directories or government records.

We may also disclose your personal information to other organisations, for example, to:

- our related companies;
- external service providers, such as accountants, auditors, lawyers, marketing agencies, brokers, agents, advisers, guarantors, mailing houses, storage providers and research consultants;
- credit reporting bodies and credit providers; and
- government or regulatory authorities, where required or permitted by law.

We take all reasonable steps to ensure that these organisations are bound by confidentiality and privacy obligations with respect to the protection of your personal information.

4. CREDIT CHECKS AND CREDIT REPORTING

When you apply for a financial product or service we need to know if you will be able to comply with the repayments and any other terms and conditions. This may mean we obtain a credit report about you.

A credit report contains information about your credit history which helps credit providers assess credit applications such as a business loan.

We may disclose to a credit reporting body your identification details, the type of loan or financial product or service, how much you are borrowing, your repayment history or if you have committed an act of dishonesty or fraud.

Credit providers may ask credit reporting bodies to use their information to vet you for direct marketing. You can ask a credit reporting body not to do this. In addition, if you have or may be a victim of fraud you can ask the credit reporting body not to use or disclose any information it hold about you.

5. ACCESS

You may request access to the personal information that we hold about you by using the contact details provided above.

We will deal with your request for such access within a reasonable time. If we refuse access. We will provide you with a written notice which sets out the reasons for the refusal and the relevant provisions of the Privacy Act that we rely on to refuse access.

We may recover reasonable costs in relation to a request for access to personal information.

6. ACCURACY

We take reasonable steps to make sure that the personal information we collect is accurate, up-to-date and complete. We take reasonable steps to make sure that the personal information we use or disclose is accurate, up-to-date, complete and relevant. Where we believe that the personal information we hold is inaccurate, out-of-date, incomplete, irrelevant or misleading, we will take reasonable steps to correct that information.

You may also request that we correct your personal information by contacting us by using the contact details provided above.

We will deal with your request to correct your personal information within a reasonable time. If we do not agree with the corrections you have requested, we are not obliged to alter your personal information accordingly. However, where we refuse to correct any personal information as requested by you, we will give you a written notice which sets out the reasons for our refusal.

7. SECURITY

We hold your personal information in paper-based and electronic files. We take all reasonable steps to ensure that your personal information which is kept in our files is protected from misuse, interference and loss, as well as unauthorised access, modification or disclosure.

This means that, in respect of our paper-based files, we maintain various security systems on premises, and in respect of our electronic files, we maintain secure electronic network systems. Please keep in mind that communications via email over the internet are not secure. Although it is unlikely, there is a possibility that information you include in an email can be intercepted and read by other parties besides the person to whom it is addressed.

When we no longer require your personal information (including when we are no longer required by law to keep records relating to you), we ensure that it is destroyed or de-identified.

8. WEBSITE

This section explains how we handle personal information collected from our website. If you have any questions or concerns about transmitting your personal information via the internet, you may contact us using the contact details provided above, as there are other ways for you to provide us with your personal information.

VISITING OUR WEBSITE

Anytime you access an unsecured part of our website, that is, a public page that does not require you to log on, we will collect information about your visit, such as:

- the time and date of the visit;
- any information or documentation that you download;
- your browser type; and
- your server address.

COOKIES

A "cookie" is a small text file which is placed on your internet browser and which we access each time you visit our website. Cookies help us collect important business and technical statistics which enable us to serve you better. The information in the cookies lets us track the various paths followed by users of our website as they move from one page to another while on our website. Web server logs allow us to assess website visits and website visit capacity. These methods are not used to capture individual e-mail address or any personally identifying information about you.

You may change the settings on your browser to reject cookies.

EMAIL

When we receive emails, we will retain the content of the email and our response to you where we consider it necessary to do so.

SECURITY

We make reasonable efforts to ensure that the most up-to-date security measures are used on our website to protect your personal information. Any data containing personal information which we transmit via the internet is encrypted. However, we cannot guarantee that any information transmitted via the internet by us, or yourself, is entirely secure. You use our website at your own risk.

LINKS ON OUR WEBSITE

Our website may contain links to third party websites. We advise that the terms of this Privacy Policy do not apply to external websites. If you wish to find out how any third parties handle your personal information, you will need to obtain a copy of their privacy policy.

9. MARKETING

We may use your personal information, including your contact details, to provide you with information about products and services, including those of third parties, which we consider may be of interest to you.

We may also provide your details to other organisations for specific marketing purposes.

You may opt out at any time if you no longer wish to receive marketing information. In order to do so, you will need to request that we no longer send marketing materials to you or disclose your information to other organisations for marketing purposes. You can make this request by using the contact details provided above, or by “unsubscribing” from email marketing messages.

10. QUESTIONS AND COMPLAINTS

If you have any questions, concerns or complaints about this Privacy Policy, or our use of your personal information, please contact the Lender using the contact details provided above. You can also contact the Lender if you believe that the privacy of your personal information has been compromised or is not adequately protected.

Once a complaint has been lodged, the Lender will respond to you as soon as possible.

You may also lodge a complaint with the Office of the Australian Information Commissioner by telephone: 1300 363 992 or email: enquiries@oaic.gov.au.

11. CHANGES TO THE PRIVACY POLICY

We may make changes to this Privacy Policy from time to time, without notice to you. An up-to-date copy of our Privacy Policy can be obtained from our website or by contacting us.