



# MEGA International Commercial Bank Co., Ltd

A.R.B.N. 079 372 688

A.F.S. Licence No. 247346

Sydney Branch  
雪梨分行

Level 8, 10 Spring Street, Sydney NSW 2000  
Tel: (02) 9230 1300  
Fax: (02) 9233 5859

Brisbane Branch  
布里斯本分行

Suite 1-3, 3 Zamia Street, Sunnybank QLD 4109  
Tel: (07) 3219 5300  
Fax: (07) 3219-5200

Melbourne Branch  
墨爾本分行

Level 20, 459 Collins Street, Melbourne VIC 3000  
Tel: (03) 9620 0500  
Fax: (03) 9620 0600

## Section D - Privacy and Spam Statement 隱私同意書

This Statement explains how Mega International Commercial Bank Co., Ltd ("we/us/our") collects, uses and discloses Personal Information. For the purposes of this Privacy and Spam Statement, "Personal Information" is information which may be used to identify an individual, including name, age, gender, contact details and financial information such as credit history. By law, we are required to collect and store this information in accordance with prudent risk management, banking and anti-money laundering and counter terrorism financing legislation.

As well as dealing with our collection, use and disclosure of Personal Information, this Statement requests your consent to us sending you information about products and services, including by way of commercial electronic messages. Where you sign this Statement, you are providing your consent to the disclosures and contacts outlined in this Statement.

### Purposes for which we collect and use Personal Information

(i) We may collect your Personal Information to allow us to assess and process your application for a product or facility, as well as to establish, provide and administer any product or facility we have agreed to provide to you.

(ii) We may also use your Personal Information to allow us to:

- comply with relevant state and federal legislative and regulatory requirements (such as customer identification);
- consider any other application you may make to us, including applications for commercial credit;
- perform our required business administration, including account keeping, risk management, record keeping, archiving, systems development and testing, credit scoring, fraud prevention and staff training;
- manage our rights and obligations in relation to external payment systems;
- conduct market or customer satisfaction research;
- develop, establish and administer alliances and other arrangements (including rewards programs) with other organisations in relation to the promotion, administration and use of our respective products and services;
- develop and identify products and services that may interest you; and
- tell you about products and services (unless you request that we not do so).

(iii) You agree that, in assessing an application for credit or in assessing whether to accept you as a guarantor to an application for credit, we may obtain a credit report about you or personal information about you in a credit report, from a credit reporting agency or organisation or a credit provider for the purpose of assessing whether to accept you as a borrower or guarantor.

(iv) If we do not collect Personal Information about you, we may not be able to provide you with our products or services.

(v) If you provide Personal Information to us about someone else, you agree that you will show them a copy of this Privacy and Spam Statement, to allow them to understand the manner in which their Personal Information may be used or disclosed by us in connection with your dealings with us.

### Disclosure of Personal Information

(i) You agree and acknowledge that we may disclose Personal Information we have collected about you to:

- credit reporting agencies for the purpose of obtaining a credit report or to allow the credit reporting agency to create or maintain a credit information file containing information about you;
- any credit provider for any purpose you have agreed to;
- our agents, contractors, service providers and external advisers;
- your agents and contractors, including your finance broker, builder, settlement agent and your legal or financial adviser;
- your executor, administrator, trustee, guardian or attorney;
- your referees;
- regulatory bodies, government agencies, law enforcement bodies and courts;
- debt collection agencies;
- any person or organisation who introduces you to us;
- anyone supplying goods or services to you in connection with a rewards program associated with a loan or facility you have (or have applied for) with us;
- other financial institutions and our related companies;
- other organisations with whom we have alliances or arrangements (including rewards programs) for the purpose of promoting our respective products and services (and any agents used by us and our business partners in administering such an arrangement or alliance);
- your franchisor (if applicable);
- external payment systems operators;
- any mortgage insurer used by us and reinsurer of such mortgage insurer;
- our insurers or prospective insurers and their underwriters;
- an intending guarantor, to enable that person to consider whether or not to act as guarantor, or offer property as security, for a loan you have (or have applied for) with us;
- your co-borrowers, sureties, guarantors and co-guarantors and prospective co-borrowers, sureties, guarantors and co-guarantors;

- any person considering purchasing your loan, guarantee or security, that person's advisers, persons involved in assessing the risks and funding of the purchase and, after purchase, the purchaser and any manager on an ongoing basis;
- any person to the extent necessary, in our view, in order to carry out any instruction you give us; and
- other organisations (including our related bodies corporate) and their agents for the marketing of their products and services (unless you request that we not do so).

(ii) You agree that we may make such disclosures even if the disclosure is to an organisation overseas which is not subject to the privacy obligations which are equivalent to those which apply to us, and we will not remain liable for the information once it is disclosed overseas.

(iii) We operate throughout Australia and in a number of countries overseas. As a result, you agree that some of these uses and disclosures may occur interstate or outside Australia. Please contact us if you wish for a list of the countries in which we operate.

### Gaining access to and correction of your Personal Information

You may seek to gain access to your Personal Information held by us at any time by contacting one of our branches. We may charge an administration fee to allow access to this information.

If we are satisfied that your personal information held by us is inaccurate, incomplete or out of date then we will correct this. If you wish to request us to correct your information, please inform us as soon as practicable so that this can be updated. You may be required to provide new forms of evidence to support any requested changes to your Personal Information.

We will only deny you access to or refuse a correction of your Personal Information where we have a reason to do so or where required by law. In these circumstances, we will provide you with reasons (where possible) for denying your request. This may be because the information that you have requested access to is commercially sensitive, or we are prohibited or permitted to do so by law.

### Complaints

If a matter is not or cannot be resolved immediately to your satisfaction and to our satisfaction, you may make a complaint in writing by either asking to complete our complaint form detailing the problem or sending us a letter, email or facsimile. If you do not wish to make the complaint in writing, you may make the complaint in person at one of our branches, or we will take down details of your complaint over the telephone. We will investigate and address your complaint within 10 Business Days. If you are not satisfied with the outcome, we will escalate your complaint internally and will inform you of the result of the escalation of your complaint.

If you are not satisfied with the outcome of the above process you may contact the Financial Services Ombudsman by completing and sending FOS a Dispute Form (available at [www.fos.org.au](http://www.fos.org.au)) or by calling the Financial Services Ombudsman at 1300 78 08 08.

### Receiving commercial electronic messages

(i) You consent to us sending commercial electronic messages, including messages about our products and services and the products and services of any third party that we think may be of interest to you, to each electronic address which you have provided to us. You warrant that you have authority either as or on behalf of the relevant electronic account holder to provide this consent.

(ii) In respect of each electronic address, you agree that until you provide written notice to withdraw your consent in respect of that electronic address or use an unsubscribe facility included within a commercial electronic message sent to that electronic address (to withdraw your consent), we may continue to send commercial electronic messages to that electronic address.

(iii) You may, at any time, ask us not to mail, telephone or send you information about products and services and not to disclose your Personal Information to any other organisations for that purpose. You may do this by contacting one of our branches.

For more information about the way in which we collect and use your Personal Information, please contact Mega International Commercial Bank Co., Ltd.

X

Name of 1<sup>st</sup> Applicant  
第一申請人姓名

Date  
日期

X

Name of authorized signatory  
被授權人姓名

Date  
日期

X

Name of authorized signatory  
被授權人姓名

Date  
日期

By completing this application form, you are providing personal information to Mega ICBC for the primary purpose of considering and assessing your application, verifying your identity and if your application is successful, to establish and administer your account. For this purpose, your personal information may be used and disclosed to third party service providers. Mega ICBC will also collect and identify your personal information for the purposes of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).

Official use only:

