

SECTION 8: PRIVACY CONSENT AND DISCLOSURE STATEMENT

PRIVACY STATEMENT

PERSONAL INFORMATION

We collect personal information from you to process your application, provide you with your product or service, and manage your product or service.

We may also use your information to comply with legislative or regulatory requirements in any jurisdiction, prevent fraud, crime or other activity that may cause harm in relation to our products or services and help us run our business. We may also use your information to tell you about products or services we think may interest you.

If you do not provide all the information we request, we may need to reject your application or we may no longer be able to provide a product or service to you.

If you are a proposed guarantor, we collect your personal information in order to assess you as a guarantor, take a guarantee from you and administer that guarantee. If you do not provide all the information we request, we may be unable to accept you as a guarantor.

We may disclose your personal information to other members of the Westpac Group, RAMS franchisees, anyone we engage to do something on our behalf, lender's mortgage insurers, your broker or any other person acting on your behalf, other loan parties, rewards program administrators and other organisations that assist us with our business.

We may disclose your personal information to an entity which is located outside Australia. Details of the countries where the overseas recipients are likely to be located are in the RAMS Privacy Policy.

As a provider of financial services, we have obligations to disclose some personal information to government agencies and regulators in Australia, and in some cases offshore. We are not able to ensure that foreign government agencies or regulators will comply with Australian privacy laws, although they may have their own privacy laws. By using our products or services, you consent to these disclosures.

We are required or authorised to collect personal information from you by certain laws. Details of these laws are in the RAMS Privacy Policy.

The RAMS Privacy Policy is available at **RAMS.com.au** or by calling **13 7267**. It covers:

- how you can access the personal information we hold about you and ask for it to be corrected;
- how you may complain about a breach of the Australian Privacy Principles or a registered privacy code and how we will deal with your complaint;
- how we collect, hold, use and disclose your personal information in more detail.

We will update the RAMS Privacy Policy from time to time.

CREDIT INFORMATION

We may:

- obtain consumer credit information about you from a credit reporting body to enable us to assess your creditworthiness;
- obtain information about your commercial activities or commercial credit worthiness from a business which provides information about commercial credit worthiness;
- exchange credit information and other personal information about you with:
 - RAMS franchisees
 - a broker or intermediary
 if you have made your application or have been introduced to us through them. We may also communicate with them directly in relation to your application instead of communicating with you;
- disclose credit information and other personal information about you to a guarantor or to a proposed guarantor (for the purpose of them considering whether to offer to act as guarantor);
- give or obtain a banker's opinion about you.

If you are a proposed guarantor, we may obtain credit reporting information about you from a credit reporting body for the purpose of assessing whether to accept you as a guarantor.

The privacy page of the RAMS website **RAMS.com.au** includes a 'Statement of Notifiable Matters'. These are matters you should be aware of in relation to the use and disclosure of your credit information. This statement includes:

- details of the credit reporting bodies to which we are likely to disclose your credit information, the types of credit information we may give them and how this information will be used;
- your rights over your credit information, including how you can access and correct your information and make complaints;
- your rights to direct a credit reporting body to limit the use of your information for direct marketing purposes and what protections are available if you believe you are a victim of fraud; and
- information about the RAMS Credit Reporting Policy.

You can call **13 7267** or visit any RAMS Home Loan Centre for a hard copy of the Statement of Notifiable Matters.

INFORMATION ABOUT PRODUCTS AND SERVICES

RAMS and its franchisees would like to be able to contact you or send you information, including electronically, regarding other products and services offered by the Westpac Group or its preferred suppliers. If you do not wish to receive these communications please notify us by writing to RAMS Privacy Officer, Locked Bag 5001, Concord West, NSW 2138, or call **13 7267** or visit any RAMS Home Loan Centre.

AUTHORITY TO ACCESS CREDIT ELIGIBILITY INFORMATION

If you have made your application or have been introduced to us through a RAMS franchisee or broker/intermediary ("your representative"), you authorise your representative to request and have access from us to credit eligibility information. This includes information from your credit report and any credit score we make using that information. If your application is referred for further assessment, you request us to disclose credit eligibility information about you to your representative.

OTHER ACKNOWLEDGEMENTS AND CONSENTS

- We may confirm the details of the information provided in this application which includes contacting your employer to confirm salary, address or other personal details.
- Where you have provided information about another individual, you must make them aware of that fact and the contents of the Privacy Statement.
- This application form is not an offer or acceptance of credit.

OUR REPORTING OBLIGATIONS

We are required to identify certain US persons in order to meet account information reporting requirements under local and international laws.

If you or (where you are applying on behalf of an entity) the entity and/or any office bearer* of the entity and/or any individual who holds an interest in the entity of more than 25% (a Controlling Person) are a US citizen or US tax resident, you must telephone 1300 669 297 at the time of completing this application. When you contact us you will be asked to provide additional information about your US tax status and/or the US tax status of the entity and/or any Controlling Person which will constitute certification of US tax status for the purposes of this application.

Unless you notify us that you or (where you are applying on behalf of an entity) the entity and/or any Controlling Person are a US citizen or US tax resident as specified above, by completing this application you certify that you or (where you are applying on behalf of an entity) the entity and/or any Controlling Person are not a US citizen or US tax resident.

If at any time after account opening, information in our possession suggests that you, the entity and/or any Controlling Person may be a US citizen or US tax resident, you may be contacted to provide further information on your US tax status and/or the US tax status of the entity and/or any Controlling Person. Failure to respond may lead to certain reporting requirements applying to the account.

* Director of a company, partner in a partnership, trustee of a trust, chairman, secretary or treasurer of an association or co-operative

SECTION 8: PRIVACY CONSENT AND DISCLOSURE STATEMENT CONTINUED

APPLICANT ACKNOWLEDGMENT AND AUTHORITY

Each person signing this application:

- Applies for the loan secured over the property, as specified in this application;
- Consents to RAMS seeking verification of any of the statements contained herein;
- Agrees to provide, at the person's expense, a valuation of the specified property to be conducted by a qualified valuer nominated by RAMS;
- Understands that general insurance cover must be obtained on the mortgaged property for an amount not less than the replacement value of the property including improvements, and from an insurer acceptable to RAMS;
- Authorises his/her solicitor agent to accept notices on his/her behalf;
- Confirms that all statements made in this application are true and are made for the purpose of obtaining a loan;
- Authorises RAMS to give a copy of the Loan Agreement to any guarantor of the loan;
- Confirms that he/she is over the age of 18;
- Acknowledges that accompanying additional information form(s) (if any) form a part of this application;
- Acknowledges that this form is not to be regarded as an offer or acceptance of credit under any legislation relating to the provision of credit. The information provided in this form will not become part of any contract for credit which may come into existence between any applicant and RAMS; and
- Understands that only RAMS can decide whether this application is approved and that any person who may have introduced them to RAMS (including a broker) has no authority to give that approval or otherwise to act on behalf of RAMS in any capacity.

FIXED RATE LOCK-IN

Each person selecting Fixed Rate Lock-in:

1. Agrees to pay the Fixed Rate Lock-in fee equal to 0.15% of the total fixed loan amount (including any RAMS Risk fee, or lender's mortgage insurance premium, if applicable) on or before the settlement date, even if they subsequently tell us that they wish to select a different interest rate.
2. Acknowledges that payment of the Fixed Rate Lock-in fee ensures that the fixed rate notified will apply to the loan provided that settlement occurs within 90 days from the date the application is received by RAMS.
3. Acknowledges that if the loan settles at any time after 90 days from the date the application is received by RAMS, the fixed rate being offered by RAMS at the date of settlement for the nominated fixed rate period will be applied to the loan and the Fixed Rate Lock-in fee will not be refunded.

DEFINITIONS

"We", "our", "us" means RAMS Financial Group Pty Ltd and Westpac Banking Corporation. "RAMS" means RAMS Financial Group Pty Ltd. "Westpac Group" means Westpac Banking Corporation and its related bodies corporate.

DECLARATION – Applicant 1

Have you or your spouse ever been declared bankrupt or insolvent, or had your estate assigned for the benefit of creditors? ☐ Yes ☐ No

Have you or your spouse ever been a shareholder or the officer of a company of which a manager, receiver, and/or liquidator has been appointed? ☐ Yes ☐ No

Is there any unsatisfied judgement entered in any court against you, your spouse, or any company with which you or your spouse are or were a shareholder or officer? ☐ Yes ☐ No

Have you or your spouse, or any company with which you or your spouse are or have been associated, had a property foreclosed upon or sold by a mortgagee exercising power of sale? ☐ Yes ☐ No

Have you or your spouse ever been in default on any loan agreements or had any defaults listed against you or your spouse on your credit reference? ☐ Yes ☐ No

DECLARATION – Applicant 2

Have you or your spouse ever been declared bankrupt or insolvent, or had your estate assigned for the benefit of creditors? ☐ Yes ☐ No

Have you or your spouse ever been a shareholder or the officer of a company of which a manager, receiver, and/or liquidator has been appointed? ☐ Yes ☐ No

Is there any unsatisfied judgement entered in any court against you, your spouse, or any company with which you or your spouse are or were a shareholder or officer? ☐ Yes ☐ No

Have you or your spouse, or any company with which you or your spouse are or have been associated, had a property foreclosed upon or sold by a mortgagee exercising power of sale? ☐ Yes ☐ No

Have you or your spouse ever been in default on any loan agreements or had any defaults listed against you or your spouse on your credit reference? ☐ Yes ☐ No

If more than two applicants, please attach another copy of this page with the additional applicant's completed declaration.



Home Loan Application Form

SECTION 8: PRIVACY CONSENT AND DISCLOSURE STATEMENT CONTINUED

RAMS OFFSET ACCOUNT – APPLICANT ACKNOWLEDGMENT AND CONSENT

Each person applying for a RAMS deposit account to be linked to a RAMS home loan as part of an offset facility:

For electronic communication:

- Consents to RAMS contacting them via email and SMS for any purpose related to their application to open an account and for account management purposes;
- Agrees to receive notices electronically; and
- Understands the implications of making this election.

For other acknowledgements and consents:

- Acknowledges that if their application for a RAMS home loan is approved, they will receive a copy of the RAMS Deposit Account Terms and

Conditions Booklet and Interest Rate Flyer with their loan documentation, and understands that they should retain these documents for future reference;

- Agrees to be bound by the terms and conditions which apply from time to time to the account;
- Agrees that RAMS may charge the RAMS deposit account or any other account they may conduct with RAMS or recover from them any bank fees, government charges, taxes or duties imposed on transactions on, or which relate to, the RAMS deposit account;
- Agrees to check their account statement and notify RAMS of any errors or unusual transactions within 3 months of receiving each account statement; and
- Agrees that the RAMS deposit account number will appear on each borrower's RAMS home loan account statement, even if a borrower is not a joint RAMS deposit account holder with the applicant for the RAMS deposit account.

NOTE: It is an offence under the Anti-Money Laundering and Counter Terrorism Financing Act 2006 Requirements to knowingly provide false or misleading information or knowingly produce a false or misleading document. The penalty is imprisonment for 10 years.

SIGNATURES This applies to all of the application sections not separately signed by each applicant (with the exception of the *Purpose Declaration* on page 6, if applicable).

Applicant 1

Full Name

Signature Date

Applicant 2

Full Name

Signature Date

If more than two applicants, please attach another copy of this page with the additional applicant's completed signature.