

THE NOT SO FINE PRINT

BLINK PRIVACY STATEMENT

No one likes fine print except the lawyers who write the stuff.

- At Blink we don't have fine print; we prefer to keep it large and easily digestible. What you'll find here are the Terms and Conditions of your Blink rental agreement. We're not saying there aren't a few of those – they are pretty important after all – but we're not into hiding stuff in tiny little bits of type on the back of papers that have your signature on the front.

BLINK L8 ✕ 201 PACIFIC HIGHWAY ✕ ST LEONARDS ✕ NSW2065 ✕ AUSTRALIA
PO BOX 2345 ST LEONARDS NSW1590 ✕ 1300 855 962



➤ **PRIVACY**

- x a) We comply with the National Privacy Principles, the Code of Conduct for Credit Reporting and the Privacy Act (Cth) 1988. Terms used in this clause have the meaning given in the Privacy Act. In this clause "you" includes any guarantor.
- b) You have a right to request access to the personal information that we hold about you. Contact our Privacy Officer for more information.
- c) Subject to the payment of any applicable fee, we agree to provide you access to, or with a copy of, the personal information that we hold about you. We can only deny access to you in accordance with National Privacy Principle 6.
- d) You agree to us collecting personal information about you for the purposes of:
 - i) assessing existing or future application(s) for consumer or commercial credit, managing your account, responding to your questions, enforcing our rights, performing our obligations and protecting our assets;
 - ii) either us, the supplier of the Equipment or any other supplier appointed by us contacting you about your end of term options, any trade up options or other special offers or promotions;
 - iii) providing you with information about our other products and services and the products and services offered by our dealers or suppliers; and
 - iv) any guarantee given or to be given by you or any guarantee given or to be given by any other person as your guarantor and the enforcement of any guarantee.
- e) We collect your personal information primarily from you. You agree that we may also collect personal information about you from the supplier of the Equipment; other credit providers; insurers; any of your employers, former employers, referees, banks, landlords, guarantors, accountants, lawyers and financial advisers; service providers to us (including debt collection agencies, introducers, private investigators, professional advisers); professional organisations; the internet; public and subscriber only databases; and government authorities.
- f) You agree that we can obtain from credit reporting agencies and/or any business providing information about commercial credit worthiness:
 - i) consumer credit report(s) about you for application(s) for commercial credit; and
 - ii) commercial credit report(s) about you for application(s) for consumer credit.
- g) You agree that we can disclose your personal information to:
 - i) any person as permitted or required by law;
 - ii) any of our related bodies corporate; our assignees or potential assignees; the supplier of the Equipment; any other supplier appointed by us, credit reporting agencies or any business providing information about commercial credit worthiness; other credit providers; insurers; any guarantor or proposed guarantor of your obligations to us; your assignees or proposed assignees; debt collection agencies; our banks and financial advisers; our lawyers, accountants and other professional advisers; and any suppliers or contractors to us whom may need to have access to your personal information to provide services to us or you (including, without limitation, valuers, physical and electronic file storage suppliers, receivables management suppliers and data warehouse); and
 - iii) any person specifically authorised by you in writing to obtain your personal information from us.
- h) You agree that the main consequence for you if you do not provide to us the personal information that we require, is that any application for credit is unlikely to be approved.

x **SEVERABILITY**

if:

- a) the Consumer Credit Code ("Code") or any other law would otherwise make a provision of this Agreement illegal, void or unenforceable in any jurisdiction; or
- b) a provision of this Agreement would otherwise contravene a requirement of the Code or impose an obligation or liability which is prohibited by the Code or any other law, this Agreement is to be read as if that provision were varied to the extent necessary to comply with the Code or that other law or, if necessary, omitted, without affecting the continued operation of the rest of this Agreement in that jurisdiction or any other jurisdiction.

x **NOTICES**

- a) You must tell us if you change your bank account or credit card details, your business, postal or email address, or if you think there is any information that we should be aware of about your ability to comply with this Agreement.
- b) We can give you notice by delivering it to you personally or leaving it at, or sending it by post, facsimile or email to your home, business, postal or email address last known to us. An email notice shall be valid if not returned.

x **CHANGES TO THESE TERMS AND CONDITIONS**

- a) We may change these Terms and Conditions at any time by giving you not less than 30 days notice.
- b) Any change shall not affect the amount of the Total Monthly Payment (except as permitted in accordance with clause 5(f)) and shall only apply to obligations arising after the expiry of the notice period.
- c) This notice may also be given to you by an advertisement in one or more newspapers circulating in your State or Territory.

x **FEES**

- a) We reserve the right to charge fees for services we provide.
- b) Fees will be charged at our standard rates applicable from time to time.
- c) Late Payment Fee: if a Total Monthly Payment or any other amount due is not paid in full on time, a Late Payment Fee of \$25 applies. For each failure to make a payment in full and on time, the fee is payable. In addition, you agree to reimburse us for the amount that our bankers charge us for your dishonoured payment(s). All Late Payment Fees are payable on demand which we may debit the amount from your nominated bank account or credit card on any date at our election without notice to you.

× GOVERNING LAW

- a) This Agreement is governed by the laws of New South Wales.
- b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

× INTERPRETATION

Capitalised terms used in the Signature Page have the same meaning in these terms and conditions.

× JOINT AND SEVERAL OBLIGATION

If there is more than one, “you” means each of you separately and all of you jointly.