

# Privacy Statement

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## 1 Use of Personal Information

- 1.1 We cannot extend credit without acquiring and using personal information.
- 1.2 We may collect and use your personal information for:
  - (a) our primary purposes, which include, but are not limited to, providing goods and services to you, obtaining your credit report, contacting your trade references, assessing your application for commercial credit, reviewing your credit terms, assessing your credit worthiness, assessing credit guarantees (current and prospective), reporting upon overdue payments, and collecting overdue payments due to us, and matters reasonably necessary in complying with your requests (together, **Primary Purposes**); and
  - (b) purposes other than our Primary Purposes.
- 1.3 If you sign and send to us:
  - (a) the Credit Application as a Customer; or
  - (b) the Deed of Guarantee and Indemnity as a Guarantor;then:
  - (c) you will be providing personal information to us; and
  - (d) you are accepting the terms of this Privacy Statement.

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## 2 Application of Privacy Statement

This Privacy Statement encompasses consents, notifications, and disclosures under, or in relation to, the *Privacy Act 1988* (Cth) (**Privacy Act**).

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## 3 Information requests

- 3.1 'Information Request' has the same meaning given to this term by section 6R of the Privacy Act and includes information:
  - (a) sought by us;
  - (b) about you;
  - (c) from a credit reporting body; and
  - (d) in connection with:
    - (i) an application for commercial credit;
    - (ii) a credit guarantee purpose; or
    - (iii) a securitisation related purpose.

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## 4 Notifiable matters

- 4.1 Subject to clause 5, our obligation under section 21C(1) of the Privacy Act to notify you of certain matters does not require us to obtain your consent where we disclose information to a credit reporting body.
- 4.2 You acknowledge and agree that where we have made a disclosure to a credit reporting body and that disclosure comprises an Information Request:
  - (a) your consent is not required for us to make the disclosure;
  - (b) a record of the disclosure may be used by a credit reporting body or a credit provider for the purposes of assessing your credit worthiness (including calculating a credit score or credit rating); and
  - (c) disclosures made by us (or other credit providers) can affect your credit scores or credit ratings calculated by credit reporting bodies.
- 4.3 Credit reporting bodies may include information disclosed by us (or the actual number or frequency of Information Requests made by us) in reports provided to us or other credit providers to assist them to assess your credit worthiness.
- 4.4 Where you fail to meet your payment obligations we may be entitled to disclose this information to a credit reporting body.
- 4.5 You may at any time:
  - (a) request access to personal information or credit information that we hold about you;
  - (b) request that we correct or amend personal information or credit information that we hold about you; and
  - (c) make a complaint to us in accordance with our privacy policy and credit reporting policy which are available at any time upon request or can be found at the following link: <https://rivierabakery.com.au/privacy-policy>
- 4.6 You may also, at any time, request that a credit reporting body does not use your credit reporting information:
  - (a) for pre-screening of direct marketing by a credit provider; or
  - (b) for any purpose where you believe on reasonable grounds that you are or will likely become a victim of fraud with respect to the credit information.

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## 5 Specific consents

- 5.1 You consent to us, to the extent permitted by law, collecting, using, and disclosing your personal information for our Primary Purposes.
- 5.2 You also consent to us undertaking the below enquiries and disclosures pursuant to the following sections and items of the Privacy Act:
  - (a) obtaining a copy of your credit report from a credit reporting body for a commercial credit related purpose (item 2 of section 20F(1));
  - (b) obtaining a copy of your credit report from a credit reporting body for a credit guarantee purpose (item 3 of section 20F(1));
  - (c) obtaining a copy of your credit report from a credit reporting body for a trade insurance purpose (item 8 of section 20F(1));
  - (d) disclosing credit eligibility information about you to other credit providers (section 21J(1) or 21K(1)); and
  - (e) disclosing credit eligibility information about you to another entity and/or its professional legal or financial advisers where the recipient proposes to use that information for the purposes described in section 21N(3) of the Privacy Act (section 21N(2)).
- 5.3 You also consent to us collecting, using, and disclosing your personal information (including sensitive information), for purposes other than our Primary Purposes, including, but not limited to, internal management purposes, marketing (including direct marketing), and sales and business development purposes.

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## 6 Disclosure to credit reporting bodies

- 6.1 You consent to us, to the extent permitted by section 21D of the Privacy Act, disclosing your credit information to any or all of the following credit reporting bodies and their successors and assigns.
  - (a) Equifax Australia: GPO Box 94, North Sydney NSW 2059, [www.equifax.com.au](http://www.equifax.com.au), 13 8332.
  - (b) Creditor Watch: GPO Box 276, Sydney NSW 2001, <https://creditorwatch.com.au>, 1300 501 312.
  - (c) NCI: PO Box 3315, Rundle Mall SA 5000, <https://nci.com.au>, 1800 882 820.
  - (d) Illion: PO Box 7405, St Kilda Road, Melbourne VIC 3004, <https://www.illion.com.au>, 13 23 33.
  - (e) Experian: GPO Box 1969, North Sydney NSW 2060, <https://www.experian.com.au>, (02) 8907 7200.
- 6.2 Our credit reporting policy contains a statement of notifiable matters in accordance with section 21C of the Privacy Act and items 4.1 and 4.2 of the *Privacy (Credit Reporting Code) 2025* (Cth) (**Credit Reporting Code**).

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## 7 Disclosure to third parties

- 7.1 You consent to us disclosing your personal information (including your credit information) to our subsidiaries, employees, agents, and related bodies corporate, past, present, the credit reporting bodies noted above, any trade credit bureau of which we are a member, your trade references, our insurance providers, the related bodies corporate of the preceding entities, and overseas recipients.
- 7.2 By reason of your consent to the disclosure to overseas recipients pursuant to clause 7.1 of this Privacy Statement, Australian Privacy Principle 8.1 will not apply to our dealings with your personal information.

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## 8 Our privacy policy and credit reporting policy

- 8.1 A copy of our privacy policy and credit reporting policy can be obtained from our website <https://rivierabakery.com.au/privacy-policy> or by making a request in writing directed to our privacy officer.
- 8.2 Our privacy policy and credit reporting policy contain information about how to access and seek correction of your personal information and credit-related personal information, or how to complain about a breach of the Privacy Act, the Credit Reporting Code, or the Australian Privacy Principles, and how we will deal with any such complaint.

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## 9 Credit default reporting

- 9.1 You acknowledge and agree that (without limiting our rights or obligations at law):
  - (a) we may be required by our insurers to report credit defaults or declare any overdue invoices and accounts that remain owing to us; and
  - (b) we will endeavour to provide you reasonable notice before submitting any declaration or report credit defaults by you. This is aimed at providing you with the opportunity to address any outstanding payments, or otherwise discuss challenges you may be facing.

# Credit Facility Terms (“Credit Terms”)

## 1 The effect of the Credit Application

- 1.1 We may extend you credit if:
- (a) we receive a completed Credit Application from you on terms which are satisfactory to us; and
  - (b) we consider, in our sole discretion, that your application ought to be approved.
- 1.2 You acknowledge that any credit we may approve under clause 1.1 will be subject to these Credit Terms which (together with the Privacy Statement and the Terms of Trade (incorporated under clause 2)) are incorporated into the Credit Application.
- 1.3 If you wish to negotiate the terms of the credit facility or otherwise any terms incorporated in the Credit Application, you should respond to us marking up the terms you seek, and drawing those changes to our attention and obtain our agreement in writing.

## 2 Incorporation of our Terms of Trade

- 2.1 By applying for a credit facility with us, you:
- (a) warrant that you have read and understand our Terms of Trade, which may be found at <https://rivierabakery.com.au/terms-of-trade> and are available upon request at any time by email to [acc.payable@rivierabakery.com.au](mailto:acc.payable@rivierabakery.com.au);
  - (b) acknowledge that our Terms of Trade are incorporated into these Credit Terms and continue to apply to trade on your credit facility; and
  - (c) agree to be bound by our Terms of Trade.

## 3 Payment terms

- 3.1 Charges on your approved credit facility must be paid:
- (a) thirty (30) days from the end of the month when you were invoiced or charged (or such other terms as nominated by us in writing at the time we establish your credit facility); and
  - (b) without deduction or setoff.

## 4 Unauthorised use of your credit facility

- 4.1 You are solely responsible for ensuring there is no unauthorised use of your credit account. You must keep details of your credit facility with us confidential, including your account number, and treat it like a banking PIN or password.
- 4.2 If you become aware that your credit facility is, or may be, the subject of unauthorised use, you must:
- (a) notify us in writing as soon as possible via email to [acc.payable@rivierabakery.com.au](mailto:acc.payable@rivierabakery.com.au); and
  - (b) provide us with any information you have regarding the misuse or potential unauthorised use of your credit account.
- 4.3 You will be liable for charges that you have not authorised to your credit account unless:
- (a) we had actual knowledge that they were unauthorised; or
  - (b) you have notified us in accordance with clause 4.2.

## 5 Credit remains at our discretion

- 5.1 Your account will be ascribed a credit limit, which you must not exceed.
- 5.2 At our sole discretion we may:
- (a) extend, or refuse, credit to you for any reason;
  - (b) provide you with credit in excess of your credit limit; and
  - (c) cease to provide further credit even if your credit limit has not been, or will not be, exceeded.
- 5.3 We may close your credit facility if you do not use it for six (6) months.

## 6 Variations

- 6.1 We may increase or decrease your account credit limit by written notice to you effective immediately.
- 6.2 If:
- (a) we decrease your credit limit by giving notice pursuant to clause 6.1; and
  - (b) your credit facility would fall into default as a consequence by reason of that notice,
- then we will not treat this as an event of default.
- 6.3 From time to time, we may otherwise amend our Credit Facility Terms with you, in which case:
- (a) we will give you at least fourteen (14) days' written notice of the change; and
  - (i) your credit facility will be subject to those amended terms in respect of any further supplies made after the fourteen (14) day period has expired unless you have issued a written notice to us reasonably objecting to the varied terms within the fourteen (14) day period.

## 7 Default

- 7.1 Your credit facility will be in default if any of the below events occur.

- (a) You fail to pay any sums to us when they fall due.
  - (b) Your account balance exceeds the amount we have identified as your credit limit and clause 6.2 does not apply.
  - (c) Any corporate entity that is a Customer or Guarantor is the subject of the appointment of administrators, liquidators, receivers, provisional liquidators or enters into an arrangement or compromise with creditors.
  - (d) Any individual person that is a Customer or Guarantor commits an act of bankruptcy.
  - (e) You have given us information in support of your credit account which is false or misleading.
  - (f) You breach an obligation under our Terms of Trade.
- 7.2 If your credit facility is in default, then:
- (a) we may temporarily suspend your credit account;
  - (b) we may give you a notice requiring that all charges on your credit facility may, at our election, fall immediately due and payable, notwithstanding clause 3; and
  - (c) we may close your credit facility.

## 8 Charge over your real and personal property

- 8.1 As security for the sums you owe, or may owe, us, you charge in our favour all of your estate and interest in:
- (a) any real property (i.e. any house or land); and
  - (b) personal property (i.e. any other assets including for example and without limitation, any plant, equipment, vehicles, personal effects, and household items),
- whether:
- (c) such property is held in your own right or in your capacity as trustee;
  - (d) you own the property at present or later acquire it; and
  - (e) wherever it is situated.
- 8.2 You irrevocably appoint our company secretary from time to time as your duly constituted attorney to execute in your name a real property mortgage, general or specific security agreement, bill of sale, or consent to any caveat upon written notice and demand to you.
- 8.3 If you have previously entered into an agreement with us by which you have granted a charge, mortgage, or other security interest in respect of your property then those security interests will continue and will co-exist with the security interests created in these Credit Terms and will secure all of your indebtedness and obligations hereunder. We may, at our election and upon the provision of written notice, vary the terms of such previous charges, mortgages, or other securities to reflect these Credit Terms.
- 8.4 You acknowledge that:
- (a) you have read and understood this clause 8; and
  - (b) this clause 8 is necessary to protect our legitimate interests including having regard to:
    - (i) the risk that retention of title and personal guarantees (if applicable in the Credit Application) may not in substance, provide adequate protection to us;
    - (ii) the terms of any credit we may approve under clause 1.1 are given on the basis that this clause 8 would apply, and if that were not the case, we would not have given the same credit terms; and
    - (iii) the risk of your insolvency given the nature of the industry in which you and we operate.

## 9 Waiver

A waiver of any provision of these Credit Terms will only be effective if made by the affected party in writing.

## 10 Entire agreement

- 10.1 You warrant that if you have entered into these Credit Terms in reliance upon any oral understanding or representation that you have written such matters on the Credit Application and brought them to our attention in accordance with clause 1.3.
- 10.2 Otherwise, these Credit Terms (together with all terms incorporated in the Credit Application):
- (a) constitutes the entire agreement and understanding between the Parties in relation to its subject matter;
  - (b) excludes all implied terms; and
  - (c) supersedes all previous negotiations, understandings, representations, and warranties.
- 10.3 Notwithstanding clauses 10.1 and 10.2, where you have previously entered into a credit agreement with us (**Original Agreement**), these Credit Terms will constitute a variation of the Original Agreement whereby the terms of the Original Agreement are deleted and replaced with these Credit Terms, unless the terms of the Original Agreement are otherwise expressly or implicitly preserved by these Credit Terms, in which case they will co-exist with these Credit Terms and, to the extent of any inconsistency, these Credit Terms will prevail.