LEGAL POLICY

Credit Reporting Policy

2.0

How we manage credit information and credit eligibility information, and our statement of notifiable matters.

DATE

13 August 2026

ABN

74 101 234 664

About this policy

This is the policy that Real World Technology Solutions Pty Ltd (ABN 74 101 234 664) and its related entities — Real World Networks Pty Ltd, Blueteq Pty Ltd and Industrious Partners Pty Ltd ("Real World", "we", "us") — are required to have under **section 21B(3) of the Privacy Act 1988** about how we manage credit information and credit eligibility information. It also contains our **statement of notifiable matters** under section 21C(1) of the Act and section 4 of the Privacy (Credit Reporting) Code 2025.

Read it together with our **Privacy Policy**, which covers personal information generally, and our **Billing and Payment Options**, which explains how invoicing and payment work.

You can ask us for this policy in hard copy or another format at any time, free of charge — email **privacy@rwts.com.au** or call **1300 798 718**.

When this policy is relevant to you

There are **three ways you pay** for what we supply, and how much of this policy matters to you depends on which one applies to your service.

HOW YOU PAY	IS IT CREDIT?	WHAT WE DO
In advance — you pay before we supply. This is the default.	No	No credit assessment. No credit report about anyone. Nothing reported to a credit reporting body.
From a pre-paid balance you hold for that service — for charges that depend on what you use, such as calls, messages or data outside your plan.	No	Same as above. If the balance runs out the service stops until you top it up. There is no debt, so there is nothing to report.
In arrears — you use the service and pay afterwards. This happens in two ways: a **usage credit limit**, or **approved credit terms**.	**Yes**	See below.

If you have a usage credit limit

A usage credit limit lets you incur an agreed amount of usage in a month before you pay for it. **That is credit** — we are letting you use a service before you pay for it, which makes us a credit provider in relation to you. Where you are an individual, including a sole trader or a partner, Part IIIA of the Privacy Act 1988 governs how we handle credit information about you, and this policy applies.

In practice, though, a usage credit limit is deliberately light-touch:

- it runs **month to month**, so we are not required to carry out a formal credit assessment before giving you one, and **we do not normally obtain a credit report** about you in order to do so;
- if we ever do need to obtain one, **we will tell you first**; and
- **we do not report a default on a usage credit limit to a credit reporting body.** If an amount stays unpaid we bar further chargeable usage and recover the amount as an ordinary debt. Default reporting only ever happens where we have approved credit terms.

We still hold credit information about you — your limit, your usage and your payment history with us — and this policy governs how we handle it.

If you apply for credit terms

This is where the whole policy applies. Applying for credit terms means asking to be invoiced after we supply, more generally than a usage credit limit allows. We assess the application, and where the applicant, a partner or a proposed guarantor is an individual, that assessment may involve obtaining a credit report from a credit reporting body.

Whose information Part IIIA protects

Part IIIA protects information about **individuals**. So this policy matters to you if:

- you are a **sole trader** with a usage credit limit or approved credit terms;
- you are a **partner** in a partnership in the same position; or
- you are being asked to give a **personal guarantee** of credit we provide to a business — see "Guarantors" below.

Most of the credit we provide is **commercial credit** to companies. Where we obtain a report about a **company** from a commercial credit bureau, Part IIIA does not apply, because information about a company is not personal information about an individual. Information about the individuals behind that company — directors, guarantors, sole traders — is still protected.

Identity checks are not credit checks

We may need to verify your identity before we supply a service or make a change to your account. That is a different thing and it does not involve a credit report. We will not describe an identity check as a credit check, and we will not use one as cover for the other.

The credit information we collect and hold

Where an individual has a usage credit limit, applies for credit terms, or gives a guarantee, we may collect and hold:

- **identification information** — name, date of birth, addresses, employment details, driver licence or other identifiers;
- **information about credit applications** — that an application was made to us, the type of credit and the amount sought, and the fact that we made an information request to a credit reporting body;
- **information about a usage credit limit** — the limit that applies, the usage incurred against it, and your payment history on it;
- **payment history** with us, and information about **overdue payments, defaults and serious credit infringements**;
- **publicly available information** — including court judgments, personal insolvency information and directorship and PPSR records; and
- **information you give us in a credit application**, including trade references and the details of the people you authorise to act on the account.

We collect it **from you**, from **credit reporting bodies**, from **other credit providers**, from **commercial credit bureaux**, from the **trade references you name**, and from **public registers**.

The credit eligibility information we hold

When we make an information request to a credit reporting body, that body may give us credit reporting information about you, which may include a **credit score or risk assessment**. That information — and any assessment or rating we ourselves derive from it — is **credit eligibility information**. We hold it in our credit assessment and accounting systems and restrict access to the staff who need it.

The information we usually derive is an internal view of whether to offer credit terms, on what payment terms, up to what limit, and whether to require security or a guarantee.

Why we collect, hold, use and disclose it

- to verify identity;
- to assess an application for credit terms, and to assess whether to accept someone as a guarantor;
- to set, review, reduce and withdraw credit terms and credit limits, and to decide whether to require a security deposit, bank guarantee or personal guarantee;
- to manage accounts and help customers avoid default;
- to collect overdue amounts, and to deal with serious credit infringements;
- to assign or fund receivables, and to arrange and claim under trade credit insurance;
- to participate in the credit reporting system;
- to deal with complaints and regulatory matters about credit or credit reporting; and
- where required or authorised by law, or by a court or tribunal order.

We do not use credit information or credit eligibility information for marketing, and we never will. Under the Act and the CR Code we are not permitted to, and no consent could make it permissible.

Statement of notifiable matters

At or before the time we collect personal information about you that we are likely to disclose to a credit reporting body, we will tell you that this statement is on our website, briefly describe its key issues, and tell you which credit reporting bodies we are likely to disclose to. You can ask us for it in hard copy or another format at any time.

The notifiable matters are:

1. **We do not need your consent to make an information request** to a credit reporting body.
2. **A record of that information request may be used and disclosed to assess credit worthiness**, including in calculating a credit score or credit rating by a credit reporting body.
3. **An information request may affect your credit score.** In general terms, a credit reporting body records that an enquiry was made, and a number of credit applications in a short period may be treated as a sign of credit stress and may lower your score.

4. **A credit reporting body may include information we give it in the reports it provides to other credit providers**, to help them assess your credit worthiness.
5. **If you fail to meet your payment obligations in relation to consumer credit, or commit a serious credit infringement, we may be entitled to disclose that** to a credit reporting body. In our case this only ever arises where we have **approved credit terms** for you — **we do not report a default on a usage credit limit, and nothing is reported on a service paid in advance or from a pre-paid balance.** Before we disclose default information we will give you **written notice of our intention to do so and allow at least 14 days**, and for an individual the amount must be at least **$150** and at least **60 days overdue**.
6. **You can obtain this policy from us**, and each credit reporting body's own policy from that body, using the contact details below.
7. **You have the right to** ask us for access to the credit eligibility information we hold about you, ask us to correct information that is inaccurate, out of date, incomplete, irrelevant or misleading, and complain to us if you think we have breached Part IIIA or the CR Code.
8. **You have the right to ask a credit reporting body** (a) **not to use your credit reporting information to pre-screen direct marketing** offers from credit providers, and (b) **not to use or disclose your credit reporting information if you believe on reasonable grounds that you have been, or are likely to be, a victim of fraud**. Contact the body directly — it cannot charge you for making the request or for acting on it.

To be clear about one thing: telling you these matters is not the same as asking for your consent, and we do not treat it as consent. Where we need your consent — for example before obtaining a report about a guarantor — we ask for it separately and in writing.

Nothing operates as your consent by silence. We do not treat your failure to object, or your continuing to trade with us, as consent to a credit check. And we never ask you to consent to a credit check as a condition of a service you pay for in advance.

Default reporting — what we will and will not do

If an amount you owe us under **approved credit terms** falls into default, we may report it to a credit reporting body or refer it to a collection agency or debt buyer — but only:

- where the law permits it, which for an individual means the amount is at least **$150**, is at least **60 days overdue**, and we have given you the written notices the Privacy Act 1988 requires;
- after giving you the notices your agreement with us requires; and
- **never** while the amount is disputed, while you are discussing or have applied for payment assistance, while a payment arrangement is in place, or where the amount went unpaid because of our error.

We never report a default on a usage credit limit.

We do not disclose repayment history information about you to a credit reporting body, because we are not a licensed credit provider and the law does not permit us to.

If we list a default in error, we will tell the credit reporting body within **1 business day**, use reasonable endeavours to have the listing removed, and we will not charge you any credit management fee or impose any other credit-related disadvantage.

Credit reporting bodies we deal with

BODY	CONTACT
Equifax Australia Information Services and Solutions Pty Ltd	13 83 32 · mycreditfile.com.au
Experian Australia Credit Services Pty Ltd	1300 783 684 · experian.com.au

Each credit reporting body must have a policy explaining how it manages credit-related personal information. You can read it on its website.

We will update this list if it changes. **We do not disclose credit information to a credit reporting body outside Australia**.

Commercial credit and business information providers

Separately from the credit reporting bodies above, we obtain reports about **businesses** — company searches, insolvency and director checks, and trade payment information — from commercial credit and business information providers, including **CreditorWatch**. We also deal with a **trade credit insurer and its broker**.

These are not credit reporting bodies and Part IIIA does not apply to them. Where a report we obtain from one of them contains personal information about an individual, we handle that information under the Australian Privacy Principles and our Privacy Policy.

Guarantors

If your organisation's anticipated spend with us is more than **$10,000 per month**, we may require a guarantee from a director or another individual before we extend credit. We may also ask for a guarantee in other cases, for example where a business is newly established.

Where we require a guarantee:

- we will give you the guarantee document and **an explanation of its nature and effect before you sign it**, and you will have **at least 10 working days** to consider it before you give it;
- we will ask for your **express consent, in writing**, before we obtain a credit report about you from a credit reporting body. We are required to have that consent and we will not proceed without it; and
- we will use the report only to decide whether to accept you as a guarantor and in connection with the guarantee; and
- if we ever have to send a disconnection notice, **we will send it to you as well as to the customer**.

You do not have to give a guarantee. If a guarantee is required and not provided, that may affect whether we can extend credit terms, and we may ask for services to be paid for in advance instead.

Who we may disclose this information to

- **our related entities** listed at the top of this policy;

- **our personnel** who need it to assess or manage your account;
- **credit reporting bodies** and **commercial credit and business information providers**;
- our **trade credit insurer** and its broker;
- **Marmalade Australia Pty Ltd** (ABN 56 637 723 196), our invoice payments provider, which processes payments on our invoices and to which we may assign individual invoices. Marmalade may obtain credit information about a customer from a credit reporting body for its own assessment purposes, under its own privacy and credit reporting policy, and may hold or access information outside Australia. See our Billing and Payment Options for how this works;
- **collection agencies and our lawyers**, if an amount is overdue;
- any **guarantor or proposed guarantor**, and their advisers; and
- anyone else **where required or authorised by law**, or by a court or tribunal order.

Information held or accessed outside Australia

We are not likely to disclose credit information or credit eligibility information about an individual to an entity that does not have an Australian link. We do not disclose credit information to a credit reporting body outside Australia, and we do not disclose credit eligibility information to a credit provider that does not have an Australian link.

Some of our general business systems are hosted or supported outside Australia, including in the **United States**; our Privacy Policy explains how we handle that. Where a service provider we use is an Australian entity that itself holds or accesses information overseas — as Marmalade does — that provider is responsible for its own compliance, and we take reasonable steps to ensure our arrangements protect your information consistently with the Australian Privacy Principles.

Access

You can ask for the credit eligibility information we hold about you by emailing **privacy@rwts.com.au**.

There is no charge. We do not charge you for making a request, and we do not charge you for providing access.

We will respond within **30 days**. There are limited circumstances in which we may refuse access — for example where giving it would unreasonably affect another person's privacy — and if we refuse we will tell you why in writing and how to complain.

Correction

If you think information we hold is inaccurate, out of date, incomplete, irrelevant or misleading, email **privacy@rwts.com.au**. We will correct it, or consult the relevant credit reporting body or credit provider, **at no charge**. We will tell you the outcome within **30 days**, and if we do not make the correction we will tell you why and how to complain.

If we have listed a default in error, we will notify the credit reporting body within 1 business day of establishing the error, and use reasonable endeavours to have the listing removed.

Complaints

Email **privacy@rwts.com.au**, or write to the Privacy Officer, Real World Technology Solutions, PO Box 1385, Macquarie Centre PO, North Ryde NSW 2113.

We will acknowledge your complaint promptly, tell you how long we expect to take, investigate it, and give you a written decision within **30 days**. If we need longer we will tell you why and agree a new timeframe with you.

If you are not satisfied with our decision, you can complain to:

- **Office of the Australian Information Commissioner** — 1300 363 992 · oaic.gov.au · GPO Box 5218, Sydney NSW 2001
- **Telecommunications Industry Ombudsman**, for telecommunications services — 1800 062 058 · tio.com.au

Related documents

Privacy Policy · **Billing and Payment Options** · **Payment Assistance Policy** · **Corporate Master Services Agreement** · **General Terms and Conditions** — all at rwts.com.au/legal

Contact and review

privacy@rwts.com.au · **1300 798 718** · Real World Technology Solutions, PO Box 1385, Macquarie Centre PO, North Ryde NSW 2113

We review this policy at least once every 12 months, and whenever the law changes. Next review due August 2027.