



MBFS Privacy Authority

Full name: _____

Re: (Applicant name) _____

A.

I:

(a) Declare that I am over the age of eighteen years and that I am not an un-discharged bankrupt; and

(b) Declare that all information provided to Mercedes Benz Financial Services New Zealand Limited (**MBFSNZ**), whether in any application or otherwise, is true and correct in every particular.

B.

I:

(a) Agree that MBFSNZ, and any of MBFSNZ's associated entities, related companies, affiliates or subsidiaries forming part of the Daimler AG Group (**Daimler Group**), may collect, hold, use and disclose commercial, location, personal and credit information (including credit default information, ongoing credit account information and repayment history information) (**Information**) about me for the purposes of:

(i) assessing my application, or the application of the applicant named above (**related applicant**), for a loan, lease or other credit facility from MBFSNZ (**facility**), including completing a credit check;

(ii) assessing whether to accept me as a guarantor or other security provider;

(iii) confirming and verifying my, or the related applicant's, identity and address, including electronically matching my Information with identification information on third party databases;

(iv) sourcing any required insurances or confirming valid insurance is in place on any vehicle the subject of an application;

(v) making credit decisions about me or the related applicant, including reviewing or managing any facility, collecting or recovering any amounts I or a related applicant owes MBFSNZ or any of the Daimler Group, or to better service any facility provided to me or the related applicant;

(vi) complying with any laws in New Zealand and overseas, including any mandatory obligations under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009;

(vii) utilising services provided by other third parties (including credit reporters) in connection with the assessment of any application or the provision of any facility, or other products and services provided by MBFSNZ;

(viii) monitoring and screening any facility I or any related applicant has with MBFSNZ for anti-money laundering and countering financing of terrorism purposes, and for the purposes of detecting crime, fraud or dishonest activities;

(ix) providing me or any related applicant with information about any facility, or any other products or services that either MBFSNZ, any of the Daimler Group or any other organisations with which MBFSNZ does business, can provide to me or the related applicant, or for other marketing purposes, unless I tell MBFSNZ not to;

(x) locating and repossessing or removing any vehicle where such a right to locate, repossess or remove (as the case may be) has arisen under the relevant facility;

(b) Agree my Information (both good and bad) may for the purposes listed above (**Purposes**) be collected from or disclosed to:

(i) any of the Daimler Group;

(ii) any third party that provides services to, or on behalf of, MBFSNZ, such as mail houses, lawyers, motor vehicle dealers, insurers, repossession agents, computer system providers and data service and hosting providers including those utilising cloud computing technology, so they can perform those services for MBFSNZ;

(iii) reputable research firms engaged by MBFSNZ to carry out customer surveys and conduct market research;

(iv) the police and other law enforcement agencies, certain governmental agencies, other financial institutions, other credit providers, and to any credit reporter or debt recovery agency where MBFSNZ believes collection or disclosure is either required by law, or disclosure will assist with the investigation, detection or prevention of money laundering or other criminal offences, or the information suggests possible fraudulent or dishonest activity;

(v) any credit reporter or debt recovery agency;

(vi) guarantors or proposed guarantors;

(vii) any of my authorised signatories; and

(viii) any other party authorised by me.

(c) Agree that MBFSNZ may produce this authority to such parties for the above Purposes;

(d) Agree Information disclosed by MBFSNZ to credit reporters may be listed on their systems, used by them to provide their credit reporting services, and supplied to their customers who use their services to make credit decisions about me. I authorise those parties to hold and disclose such information for the purposes set out in this clause;

(e) Understand the provision of my driver licence number for disclosure to a credit reporter is voluntary; and

(f) Consent to the collection, holding, use and disclosure of Information for the above Purposes by electronic means (for example, email) including providing me or any related applicant with information about any facility, or any other products or services that either MBFSNZ, any of the Daimler Group or any other organisations with which MBFSNZ does business, can provide to me or the related applicant, or for other marketing purposes, unless I tell MBFSNZ not to in writing.

(g) acknowledge that the vehicle referred to in the facility may contain a functionality under which MBFSNZ may in certain circumstances as set out in the terms of the facility locate the vehicle, be informed of whether it is running and its odometer reading. I consent to the use of such functionality. I will not permit any person to drive that vehicle unless such person is aware, and consents to MBFSNZ's use, of this functionality.

C.

I:

(a) Acknowledge that if I do not provide the information sought by MBFSNZ for the above Purposes, MBFSNZ may be unable to process my application, or the application of the related applicant, or be unable to continue providing any facility or other products and services to me, or the related applicant; and

(b) Acknowledge that while MBFSNZ will do its best to ensure my Information is accurate, it is my responsibility to inform MBFSNZ of any changes in my Information. Where my Information collected by MBFSNZ may be readily retrieved, I can access it and if necessary shall have the right to request correction thereof where required by notice in writing to MBFSNZ at PO Box 51136, Pakuranga, Auckland.

Signed:

Print
Name:

Dated:

Personally/ Authorised director or signatory