

RESPONSIBLE PROVISION OF TELCO PRODUCTS

The below points detail specific information that you are agreeing to, when you apply for a Post Paid service with Motion Telecom. Applications are subject to Credit approval.

1. Your application to use the services of Motion Telecom is subject to a credit check and verification of personal details (including but not limited to employment details and immigration status). A credit check involves Motion Telecom disclosing personal information about you to a credit reporting agency or third party information providers in order to obtain and use credit and other reports and information about you to assess your application. The personal information which Motion Telecom may disclose includes but is not limited to any personal identifying details, including your name, current and previous addresses, driver's licence number, date of birth and employer.
2. The reports and information that will be provided to Motion Telecom include personal information about you.
3. Motion Telecom request for a credit check may be recorded by the credit reporting agency to create or maintain a credit information file about you.
4. Motion Telecom may also:
 - a. request a credit report from a credit reporting agency to assist in the collection of any overdue payments; and
 - b. disclose information to a credit reporting agency in order to list default payments.
5. The following is the information that Motion Telecom may disclose to a credit reporting agency for the purpose of processing your application and the ongoing credit management of your account:
 - a. information in your application form (including the personal information identified in clause 1 above) and particulars of your account;
 - b. that you have applied for a Motion Telecom account and any credit limit on your account;
 - c. that Motion Telecom is a current credit provider to you;
 - d. payments that are more than 60 days overdue and for which steps have been taken by Motion Telecom to recover the overdue payments;
 - e. cheques or credit card payments which have been dishonoured;
 - f. that court judgments or bankruptcy orders have been made against you;
 - g. that, in our opinion, you have committed a serious credit infringement;
 - h. where overdue payments have been previously reported, advice that payments are no longer overdue; and
 - i. when we have ceased to provide services or products to you.

6. You agree that Motion Telecom may disclose the information described in clause 5 to a credit reporting agency.
7. When Motion Telecom conducts any credit check or discloses your personal information for credit purposes, it is bound by the Privacy and Telecommunications Acts.
8. You authorise Motion Telecom to obtain and use personal credit information (eg; your existing household loans and personal credit card history) for the purpose of considering an application by you for commercial credit.
9. If you intend to use the Motion Telecom service and your phone as a sole trader, you authorise Motion Telecom to obtain and use commercial information about your commercial credit worthiness or commercial history (your existing credit record as a sole trader) when considering an application for consumer credit, for example where the service will be used for domestic purposes.
10. You authorise Motion Telecom to seek from or give to any credit providers authorised by you or named in a credit report or to other telecommunications providers, the same information as described at clause 5 above and any other information on your credit worthiness, credit history or credit capacity that credit providers are allowed to give under the Privacy Act.
11. If you allow other people to use your Motion Telecom service you agree that charges may be incurred on your account that you will not be aware of and which you will be required to pay.
12. Motion Telecom may refuse or cancel the supply of products and/or services on the basis of our credit assessment of you. You are entitled to see, and to correct, the credit information we hold about you.