

CODE OF CONDUCT FOR DATA BUREAU (VANUATU) LIMITED

INTRODUCTION

This Code's purpose is to promote and provide for the protection of an individual's or company's privacy while attempting to strike a fair balance between the privacy of the individual or company and the needs of business to utilize personal information in making business decisions. The Code includes requirements on the scope of information that the Data Bureau (Vanuatu) Limited (Data Bureau Vanuatu) may hold, what it should do to ensure the continuing accuracy of the information, how it should rectify the information it holds, how long it should hold it for, and what it may be used for.

CODE OF CONDUCT

1. DEFINITIONS

In this Code, unless the context otherwise requires, the following definitions shall apply:

“**Client**” means a member of Data Bureau Vanuatu who has subscribed to and is bound by the terms of Data Bureau Vanuatu's Membership Agreement.

“**Borrower**” means an individual, partnership, company or other entity that has, or has applied to enter into any arrangement or agreement with an Client for the provision of Credit.

“**Complaints Committee**” means a group comprising of:

- Two representative from the Clients
- The General Manager of Data Bureau Vanuatu

But excluding any person who may have a conflict of interest other than the General Manager.

“**Credit**” means any arrangement or agreement including any delayed payment arrangement by which a Borrower obtains Credit from a Credit Provider.

“**Credit Bureau**” means Data Bureau Vanuatu and/or the database owned by Data Bureau Vanuatu or its parent Company.

“**Credit Information**” means all information about an individual, partnership, company or other entity held by the Data Bureau Vanuatu

“**Credit Provider**” means any agency that carries on business involving the provision of Credit to Borrowers whether or not that business is the sole or principal activity of the Credit Provider.

“**Credit Report**” means any written, electronic or other communication of Credit Information by the Data Bureau Vanuatu about an individual, partnership, company or other entity in response to a request by an Client or individual or company.

“**Identity Particulars**” means those details as given in the credit report.

“**Membership Agreement**” means the agreement between Data Bureau Vanuatu and the Clients.

“**Previous Enquiry**” means the record of Credit Information being supplied to a Client, or to an individual or company from the Data Bureau Vanuatu

2. APPLICATION OF THE CODE

2.1 This Code applies to:

- a) All Clients
- b) The Data Bureau Vanuatu .

2.2 If there's any inconsistency been the provisions of this Code and the provisions of the Membership Agreement, the provisions of the Membership Agreement shall override the provisions of this Code.

3. PURPOSE AND SOURCE OF CREDIT INFORMATION

3.1 Credit Information may only be collected by the Data Bureau Vanuatu for the purpose set out in the Membership Agreement.

3.2 The Data Bureau Vanuatu will comply with clause 3.1 by the collection of, but not limited to, the following Credit Information:

- a) Identity Particulars of an individual or company,
- b) Account information showing a Borrower has failed to discharge or continues to fail to discharge his obligation under a Credit Facility.
- c) The final settlement of a default for the purpose of updating the account information of the individual.
- d) Publicly available information
- e) Credit Information reported by a Client (Member).
- f) File activity information, including Previous Enquiries.
- g) Any other additional information agreed, in writing, between Data Bureau Vanuatu and the Client from time to time.

4. COLLECTION OF CREDIT INFORMATION

4.1 Credit Information shall not be collected by the Data Bureau Vanuatu or any Client by:

- a) unlawful means
- b) without the express written consent of the borrower
- c) by means that in the circumstances are unfair or intrude to an unreasonable extent upon the personal affairs of the Borrower.

4.2 The Data Bureau Vanuatu or the Client shall use reasonable efforts, where applicable, to advise and obtain the express written consent of the individual or company from whom the Credit Information is being collected.

- a) the fact that the Credit Information is being collected
- b) the purpose for which the information is being collected
- c) the intended recipients of the Credit Information.

5 DATA SECURITY

- 5.1 Data Bureau Vanuatu shall use reasonable efforts to ensure that the Information is protected by such necessary security safeguards against:
- a) Loss;
 - b) Access, use, modification or disclosure, except as expressly permitted under the terms of membership of Data Bureau Vanuatu ; and
 - c) Other misuse.

6 ACCESS TO INFORMATION BY INDIVIDUAL OR COMPANY REPRESENTATIVES.

- 6.1 Access to any Credit Information held by Data Bureau Vanuatu will only be provided, (unless required by law or any applicable regulations) in the following circumstances:
- a) To a Client in accordance with the terms and conditions of the Membership Agreement.
 - b) To an individual or company to whom the information relates, upon presentation by that individual or company of suitable identification and the payment of a fee prescribed by Data Bureau Vanuatu from time to time.
- 6.2 Data Bureau Vanuatu shall render reasonable assistance to an individual or company in understanding the contents of the Credit Report.

7 CORRECTION OF INFORMATION

- 7.1 Where Data Bureau Vanuatu holds Credit Information, the company or the individual concerned may:
- a) Request the correction of the information.
 - b) Request that a statement of correction sought but not made be attached to the Credit Information.
- 7.2 Data Bureau Vanuatu shall, if requested by an individual or a company, and following the provision of evidence in support of their claim by the company or individual, within 15 working days take such steps (if any) to correct any Credit Information as are, in the circumstances reasonable to ensure that the Credit Information is accurate and up to date.
- 7.3 If Data Bureau Vanuatu is not willing to correct the Credit Information in accordance with a request by an individual or a company under clause 7.2, it shall, if requested by the individual or company attach to the Credit Information, a statement provided by that individual or company explaining the correction sought.
- 7.4 When any Credit Information is under investigation by Data Bureau Vanuatu following a request pursuant to clause 7.1, the Credit Information relating to that request for correction shall include a note stating "Information File Accuracy Under Review" until such time any investigation has been completed or a narrative pursuant to clause 7.3 is added to the Credit Information.

Where Data Bureau Vanuatu has corrected any Credit Information in accordance with clause 7.2, it shall, if reasonably practical, inform each Client, individual or company to whom the information has been disclosed within the previous three months, of the correction made.

8 RETENTION OF INFORMATION

- 8.1 Data Bureau Vanuatu shall not keep Credit Information for longer than 10 years which is required for the purposes for which that information may lawfully be used. However, any debt that has been settled or paid in full is kept only for 7 years from the date of payment.

9. USE OF CREDIT INFORMATION

- 9.1 Data Bureau Vanuatu shall only use and disclose Credit Information when such use or disclosure is for one of the purposes in connection with which the information was collected. It may also disclose Credit Information in circumstances where:
- a) the Credit Information is obtained from a publicly available publication or source.
 - b) the disclosure is to the individual or company concerned.
 - c) the disclosure is expressly authorised by the individual or the company concerned.

10 DEBTS LOADED ON THE CREDIT BUREAU

- 10.1 Members must ensure that the debts loaded are accurate and that the following is compiled with:
- a) that the debts are over 60 days
 - b) that there is no financial arrangement made

11 COMPLAINTS COMMITTEE

- 11.1 Data Bureau Vanuatu has established a Complaints Committee to oversee the operation of the Code of conduct and to adjudicate any breach of this Code of Conduct or the Membership Agreement.. The Complaints Committee is governed by natural justice and fair play. Although established by Data Bureau Vanuatu, the Complaints Committee is an independent body.
- 11.2 The basic function of the Complaints Committee shall be to determine, whether or not a complaint is justified and make appropriate recommendations.
- 11.3 Procedure of the Complaints Committee:
- (i) All correspondence to be addressed to Data Bureau Vanuatu.
 - (ii) When a complaint is lodged, The Complaints Committee shall meet at the earliest convenience, unless the matter has been resolved by Data Bureau Vanuatu and the complainant.
 - (iii) The date and place of hearing shall be determined by Data Bureau Vanuatu after consultation with the Complaints Committee and the parties will be informed accordingly by Data Bureau Vanuatu.
 - (iv) A minimum of 3 members shall form a quorum of the Complaints Committee for the purpose of the meeting.
 - (v) Conflict of interest: any party represented in the Complaints Committee shall agree to be excused from the meeting if they are part of the complaint that is under discussion.
 - (vi) The Complaints Committee should endeavour to reach a decision through consensus. If this is not possible, a majority vote will decide and in the event of a tie, the Chairman shall exercise a casting vote.
- 11.4 Who is entitled to make a complain?

- (i) Any member of the public with adverse information that is being disputed and not resolved by the parties.
- (ii) Any party to a complaint.
- (iii) Any Authorised User

Complaints Committee – Dispute Resolution Process

