Commonwealth Bank
Commonwealth Bank of Australia
ABN 48 123 123 124
Australian credit licence 234945

CommBank Alpha™ Asset Finance Portal
– Registration Form (Broker)

Instructions

- Complete this form if you are applying for Broker Access to CommBank Alpha™.
- On completion please print, sign, scan and email to **AFBroking@cba.com.au**

Section 1 – Broker details

Broker Firm name

Broker Firm ABN

Business Intermediary Nominee (BIN) no.

Title ☐ Mr ☐ Mrs ☐ Miss ☐ Ms ☐ Other

Surname

Full given name(s)

Other names known by (if any)

Date of birth (DD/MM/YYYY)

Citizenship

Gender ☐ Male ☐ Female ☐ Other

Driver's licence number

State of issue

Business address (PO Box is not acceptable)

State Postcode Country

Email address

Mobile number

Section 2 – Broker declaration

- I have read and agree to comply with the CommBank Alpha™ Asset Finance Portal Security Terms and Conditions enclosed and available at **commbank.com.au/alpha**
- I agree that I will only use CommBank Alpha™ whilst domiciled in Australia.
- I agree that I am responsible for any applications which are submitted on my behalf by any person, including my Administrator(s).
- I acknowledge and agree that any misuse of the CommBank Alpha™ system by me, my Administrator(s), or any other person acting on my behalf, may result in the suspension or revocation of my Broker Accreditation with the Bank.
- I declare that I will always consider, and take steps to avoid or mitigate, any actual, perceived, or potential conflicts of interest; and that I will immediately fully disclose to the Bank at **CommercialBroking@cba.com.au**, and any Customer, if any such conflict arises.
- I agree to receive commercial electronic messages from the Bank, including messages about the Bank's products and services and those of third parties. I acknowledge that, as a CommBank accredited broker, I am required to receive CommBank Broker communications to stay informed about products, policies, and processes, and that unsubscribing from CommBank customer communications does not withdraw my consent to receive Business Banking Broker Communications. I agree that the Bank is not required to include an unsubscribe facility, message or statement in these communications, as otherwise required under section 18(1) of the Spam Act 2003.

Broker name

Broker signature

X

Date (DD/MM/YYYY)

Witness

Note: A witness must be an adult over 18 years of age who knows the person whose signature they are witnessing.

Witness full name

Witness signature

Date

Your privacy

By signing this document you agree that your personal information will be collected, used, stored and disclosed in accordance with our clause 12.0 of the CommBank Alpha™ Asset Finance Portal Security Terms and Conditions.

Our Group Privacy Policy is available on our website at **commbank.com.au/privacy**. It contains further details about our information collection and handling practices including information about:

- other ways we may collect, use or exchange your information;
- how you may access and seek correction of the information; and
- how to make a complaint about a breach of your privacy rights and our complaint handling procedures.

We're here to help

For further support please contact your CommBank Business Development Executive or visit **commbank.com.au/alpha**

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CommBank Alpha™ Asset Finance Portal Security

Terms and Conditions

Terms and Conditions

CommBank Alpha™ Asset Finance Portal ("CommBank Alpha™") is Commonwealth Bank of Australia's ("we/us") online digital platform that allows Brokers ("you/your") to quote, create applications and produce documentation on behalf of their customers. Administrators are able to create applications on behalf of Brokers using a unique log-in with the Broker required to submit the application to the Bank.

1.0 Unauthorised Access

You must take adequate precautions to prevent unauthorised users log in access to your computer systems, accounts, and to prevent unauthorised users gaining access to your CommBank Alpha™ service. This includes the use of appropriate anti-'spamming', anti-'key logging' and anti-'virus' software, as well as appropriate personal computer or network 'firewall' protection.

If you fail to take adequate precautions it is possible that unauthorised persons may alter your instructions or give us instructions using your security identification. You are liable for losses resulting from unauthorised transactions or applications facilitated by a breach of your obligations under these terms and conditions (whether by you or any of your authorised users) and from any altered or unauthorised instructions except to the extent such losses are caused by a failure of our security measures, our fraud or negligence of that of our agents. We recommend that you constantly monitor your accounts and service to check that all submissions are accurate and properly authorised by you.

2.0 Notification

You must immediately notify us if you have reason to believe or suspect:

a. there has been any actual or suspected loss, theft, misuse, misplacement or compromise of your or any of your Broker/Administrator computer systems or hardware used by you or your employees or agents to access CommBank Alpha™;
b. your log-in or password details have been disclosed to any person or entity other than us;
c. a transaction instruction has been altered without your approval;
d. you have breached your obligations regarding confidential information; or
e. the security of your device has been compromised including in any of the ways described in clause 10.0.

3.0 Choice of passwords

You are liable for losses caused by applications made and instructions given through the use of a password matching your date of birth, name, telephone number or other easily guessed letters and numbers.

4.0 Changing passwords

We will give you instructions to enable you to change your password. It is your responsibility to change your passwords regularly.

5.0 Cancelling Security Identification or withholding access

If we reasonably believe that:

a. your log-in is being used in any way that may cause losses to you or us;
b. the security of your personal computer or network is compromised;
c. the security or reliability of our systems are compromised or threatened;
d. an application sent by you is corrupted; or
e. your application instructions are at risk of having been altered without your approval,

we can, at any time, without notice, perform the following:

a. cancel your use of log-in;
b. withhold your access to CommBank Alpha™; and
c. refuse to act on your instructions,

and we shall not reinstate use of the cancelled log-in or access to CommBank Alpha™ or resume acceptance of your instructions until the security concern has been resolved to our reasonable satisfaction.

6.0 Deemed authority

You are liable for the acts or omissions in relation to what you enter into CommBank Alpha™. You agree that we can treat any applications made and instructions given using your current log-in as being made with your authority unless you have given us a notice under clause 2.0 a) - e) or otherwise instructed us to cancel the log-in before the instruction was received. You are responsible for the accuracy of applications made and instructions given using your log-in.

7.0 Safekeeping

You are responsible for ensuring that your private log-in details are, at all times, kept safe, and secure and in accordance with our instructions and directions from time to time, and are not disclosed to any other entity or person.

8.0 Additional protection

If you notify us of any unauthorised usage of CommBank Alpha™ you must retain all computers and all other records and information reasonably required to enable a full investigation of your claim.

9.0 Prohibited applications

You must not submit an application:

a. prohibited by law; or

b. if you are acting as an agent for a principal that has not been disclosed to us.

10.0 Fraud and disclosure

You are liable for any loss incurred from any unauthorised instructions resulting from any user you have authorised:

a. committing fraud;

b. voluntarily disclosing a password;

c. acting with extreme carelessness in failing to protect the security of all passwords;

d. recording one or more of the passwords on the outside of a security device; or

e. keeping a record of one or more of the passwords (without making any reasonable attempt to protect the security of the passwords, such as making a reasonable attempt to disguise the password within another record, hiding the record of the password where it would not be expected to be found, keeping the record of the password in a securely locked container or in password protected device) on the one article, or on several articles, carried with the security device, or likely to be lost or stolen with the device,

except to the extent such loss is cause by a failure of our security measures, our fraud or negligence of that of our agents.

11.0 Intellectual Property Rights and licence

You acknowledge that:

a. you do not obtain any intellectual property rights whatsoever used or embodied in or in connection with CommBank Alpha™; and

b. if new inventions, designs or processes evolve in performance, these also shall be our property unless we agree otherwise in writing.

Subject to these terms and conditions, while you are a registered user of CommBank Alpha™, we grant you a personal, non-exclusive, non-transferable, limited and revocable licence to use CommBank Alpha™ for the sole purpose of creating applications on behalf of Brokers. Any use of CommBank Alpha™ (in whole or in part) in any other manner, including but not limited to, resale, transfer, modification, distribution is prohibited.

12.0 Your information and collecting your personal details

We collect and store information when you access, register for, and log-in to use CommBank Alpha™. You must give us accurate and complete information, otherwise, you may be breaking the law and we may not be able to provide you with the products and services you require. If you change your personal details (for example, name or email address) or your business details (for example, contact person, business contact details, business name, ABN or business address), you must tell us straight away.

We may disclose this information to our related companies, promotional partners, contractors and agents to assist in maintaining CommBank Alpha™, relevant public registers and other financial institutions. We also collect information to administer our customer relationships and internal processes including risk management and pricing to meet our regulatory and other obligations to governmental agencies, and to identify and notify you about products and services you may be interested in.

We may also exchange your information with any regulator or law enforcement agency who may request personal or transactional information or require that it may be logged for any reason.

We may sometimes need to send your information overseas, for example, where we outsource particular functions to a service provider located overseas.

For more information about our information collection practices, please see our Group Privacy Policy available on our website at **commbank.com.au/privacy** or upon request from any branch of the Bank. Our policy includes information about:

a. the ways we may collect, use or exchange your information;

b. how you may access and seek correction of the information; and

c. how to make a complaint about a breach of your privacy rights, and our complaint handling procedures.

Your use of CommBank Alpha™ will be taken to be an acceptance of the terms contained in this Privacy Policy. For privacy related enquiries please contact us using the contact details set out in our Privacy Policy.

13.0 Records of your computers

We may obtain details of your computer operating environment, including information on which computer(s) was used for any application and the Security Identification involved in the application. This information is kept secure and used by us solely for the purposes of administration and in connection with any problems that may arise.

14.0 Hardware and internet browser requirements

CommBank Alpha™ is designed to be used with the most up-to-date, standard, compliant versions of Google Chrome, Mozilla Firefox, Microsoft Edge and Apple Safari.

CommBank Alpha™ can be accessed by the aforementioned internet browsers with no additional software needing to be installed. Functionality will require a device that has the resolution of a personal computer or laptop.

15.0 When we may limit or withdraw access to CommBank Alpha™ or end this agreement

Either party may terminate this agreement at any time by notice to the other.

Without limiting our right to terminate this agreement without cause, we reserve the right at any time to limit or withdraw your access to CommBank Alpha™ or any of the features or services on CommBank Alpha™, or to refuse to process a transaction, without first telling you if:

a. you do not follow or are in breach of these Terms and Conditions;
b. you give your password to another person to use;
c. we believe that CommBank Alpha™ has been or may be used illegally or in a way that may cause loss to you or us;
d. we reasonably suspect you of engaging in fraud or any other illegal activity or you use or attempt to use CommBank Alpha™ to engage in activity that is not legal in Australia;
e. we consider it necessary to manage our regulatory or other obligations;
f. we are required to do so in order to comply with any applicable laws (such as anti-money laundering and counter-terrorism financing laws or sanctions laws);
g. you gave us false or inaccurate information when you registered for CommBank Alpha™;
h. you include or use inappropriate content on CommBank Alpha™;
i. we are required to perform system maintenance or for security reasons; or
j. there are technical or operational reasons and we consider it necessary or appropriate to do so.

We may limit or withdraw your access to CommBank Alpha™, or any of the features on CommBank Alpha™ for any reason by giving you notice.

16.0 Limitation of Liability

You agree that no warranty, condition or term applies to these Terms and Conditions unless it is set out in these Terms and Conditions or is implied by law and cannot be excluded. Subject to such implied terms, to the maximum extent permitted by law, our liability to you for any claims under or relating to these Terms and Conditions or arising in connection with your use of CommBank Alpha™, whether in contract, tort (including negligence) or on any other basis, is limited to at our option:

a. the supply of the services again; or
b. the payment of the cost of having the services supplied again.

Except where to do so would contravene any law in Australia, in no event will we be liable for any indirect, special or consequential loss (including, without limitation, loss of profits or revenue (actual or anticipated), or otherwise resulting from your use of CommBank Alpha™).

17.0 Confidential Information

1. You must:
   a. keep the information you access in connection with your use of CommBank Alpha™ (Confidential Information) confidential;
   b. not use, disclose or reproduce any Confidential Information for any purpose other than the purpose of providing your customers with quotes, creating applications and producing documentation on behalf of your customers;
   c. establish and maintain effective security measures to safeguard Confidential Information from unauthorised access, use, copying or disclosure; and
   d. immediately notify us of any suspected or actual unauthorised use

18.0 Privacy

1. When using CommBank Alpha™, you must:
   a. comply with the Privacy Act 1988 (Cth), any other privacy laws applicable to you or us, and any bank policies in relation to personal information; and
   b. not do anything or omit to do anything with personal information that will cause us to breach our obligations under a privacy law.
2. You must ensure that you provide an Australian Privacy Principle 5 collection notice to, and obtain the written consent of, Customers prior to collecting, using and disclosing any of their personal information in connection with your use of CommBank Alpha™.
3. You must only use CommBank Alpha™ to obtain a Customer's personal information for the purpose of providing your Customers with quotes, creating applications and producing documentation on behalf of your Customers.
4. You must ensure all information you access or collect from CommBank Alpha™ relating to Customers is:
   a. not used for any purposes other than those described in paragraph 3 above;
   b. kept secure and confidential;
   c. not transferred or disclosed to any person (including persons outside of Australia) without our prior written consent, or except as required by law; and
   d. protected from misuse, interference and loss, as well as from unauthorised access, modification or disclosure.
5. Except as otherwise required by any applicable laws, or as otherwise agreed between you and us, you must:
   a. if directed by us, implement data retention and/or data destruction mechanisms in respect of Customer personal information, accessed or collected from CommBank Alpha™, that are required under laws (including the privacy laws) and any bank policy; and
   b. return to us all materials in your possession, custody or control containing personal information handled in connection with CommBank Alpha™ which you no longer require for the purposes described in paragraph 3 above.
6. You must, in respect of any Customer personal information accessed or collected in connection with your use of CommBank Alpha™, comply with any reasonable requests or directions issued by us from time to time.

7. If you become aware of any suspected or actual data breach, you must:
   a. notify us as soon as you become so aware;
   b. without delay, provide us with full details of, and assist us in investigating, such actual or suspected data breach; and
   c. co-operate with us in any investigation in relation to such actual or suspected data breach.
8. You:
   a. agree that we will be solely responsible for determining whether a data breach would be likely to result in serious harm to any of the individuals to whom personal information the subject of the data breach relates; and
   b. must not disclose to any third party (including the Information Commissioner as defined in the Australian Information Commissioner Act 2010 (Cth) or APRA (as applicable)) the existence or circumstances surrounding any data breach, without our prior written approval.
9. Upon our request, you must provide us with evidence of your compliance with your obligations under this clause 18.0.

19.0 Changes to these Terms and Conditions

From time to time, we may change these terms and conditions. If we do, we will give you reasonable notice or at least notice prior to the changes taking effect, making the updated terms and conditions electronically available at **commbankbrokers.com.au**

If you do not agree with any of the changes and no longer wish to be subject to these terms and conditions as amended from time to time, you may immediately cease using CommBank Alpha™.