VERSION NUMBER V1

# Consumer Data Right Policy

Pepper Money Limited (ACN 094 317 665)

**Effective Date 1 August 2026**

# Contents

# 1. Introduction

## 1.1 Overview of the CDR Regime

The Consumer Data Right (**CDR**) is a data-sharing regime that gives consumers with rights that are intended to provide greater control over how their data is used. It allows individuals and businesses to choose whether they want to share certain information held about them by organisations with accredited third parties. The CDR is a consent-based regime, meaning data can only be shared when the consumer provides valid consent and the sharing meets the requirements set out under the regime.

## 1.2 Legislation and regulatory requirements

The CDR regime was established under Part IVD – the Consumer Data Right of the *Competition and Consumer Act 2010* (Cth) (**Competition and Consumer Act**).

The regime is supported by:

- the Australian Competition and Consumer Commission (**ACCC**), which regulates and enforces the CDR framework;
- the Office of the Australian Information Commissioner (**OAIC**), which oversees privacy protections under the CDR and has drafted guidance including the CDR Privacy Safeguard Guidelines issued under paragraph 56EQ(1)(a) of the Competition and Consumer Act and the Guide to privacy for data holders;
- part 2BA of the *Competition and Consumer Regulations 2010*;
- the *Competition and Consumer (Consumer Data Right) Rules 2020* (**CDR Rules**), which set out detailed obligations for participants, including consent requirements, data handling, security, and privacy protections; and
- CDR Data Standards (**CDR Standards**).

## 1.3 CDR Participants

The participants involved in the CDR regime are:

- **CDR Consumer** – An individual or eligible business who can exercise CDR rights in relation to certain data.
- **Data Holders** – organisations that hold CDR data and are responsible for making that data available when a consumer requests it and provides valid consent. Data Holders must ensure that data is shared securely and only in accordance with the consumer's consent.

  In the CDR system, a data holder discloses CDR data to an Accredited Data Recipient (defined **below**) where required or authorised to do so in response to a consumer data request

- **Accredited Data Recipients** – an Accredited Data Recipient that has received CDR data from a Data Holder. Accredited Data Recipients use this data to provide services to consumers, such as helping compare products, managing finances, or providing personalised recommendations. Accredited Data Recipients must follow strict requirements around obtaining consent, protecting CDR data, using it only for approved purposes, and deleting or de-identifying data when required.

# 2. About this Policy

All CDR entities must have and maintain a clearly expressed and up-to-date CDR policy (**Policy**). A CDR policy is a document that provides information to consumers about how CDR data is managed and how they can make an inquiry or make a complaint.

Pepper Money Limited (ABN 55 094 317 665) and Pepper Asset Finance Pty Ltd (ABN 56 165 183 317) (together, **Pepper**, **we**, **our**, **us**) are Data Holders under the CDR regime and accept requests for access to Product Data and Consumer Data that is mandated by law. Pepper does not charge a fee for the disclosure of such data.

Pepper has been granted a temporary deferral to its Consumer Data sharing obligations until 30 June 2028 under the ACCC exemption as noted under section **Error! Reference source not found.**.

This Policy provides information about how Pepper, as a Data Holder manage CDR data, including how data can be accessed and corrected and how to make a complaint.

If you hold a Pepper product for which Pepper is the Data Holder and which is provided under a white-label or partner brand, your rights are the same as if that product is a Pepper brand. Our white label brands are:

AAA Money
AFG Home Loans Options
Amanah Islamic Finance
Australian Mortgage Fund
Athena Mortgage
Non-Conforming Loans
Aussie Activate
Connective Solutions
Citywide Lending
Dreamstreet Lending
Finstreet
Fundsnational Lending Specialists
Infinity Group
Ijarah Islamic Finance
LA Finance
LJ Hooker Home Loans
My Budget
MCCA Islamic Finance
Mortgage Ezy
Finsure Plus

Mortgage Choice Ignite

AXIS Lending

Rate Money

Wholesale Funding Group

Lifestyle Home Loans

Zillion Finance (N1 Plus)

Pepper is the Data Holder responsible for handling your CDR data, managing your CDR consents, and meeting obligations under the CDR Rules.

If your product is provided under one of our white-label brands listed above, Pepper may be the Data Holder for that product. Where your product is a CDR-enabled product, your CDR rights apply in the same way as they do for other eligible Pepper products. When using an Accredited Data Recipient's app or website to share your CDR data, you may see Pepper identified as the data holder. For certain legacy white label products; CDR obligations will not apply (see **Policy Addendum**).

## 2.1 Deferral Period for consumer data sharing obligations

On 9 December 2025, the ACCC granted Pepper time-limited exemptions deferring consumer data sharing obligations until **30 June 2028** (**Deferral Period**) and a permanent exemption for certain legacy white-label products.

The Deferral Period also applies to customers acquired by Pepper from RAMS Financial Group Pty Ltd following its sale by Westpac Banking Corporation (**RAMS Customers**). This includes RAMS Customers who previously had access to Open Banking and CDR services through RAMS or Westpac. RAMS Customers are therefore subject to the same deferral of consumer data sharing obligations until 30 June 2028.

***For Pepper Money customers:*** If you require access to your transactions or account prior to this date, you can use our customer portal or contact us on 137 377 or www.peppermoney.com.au.

***For RAMS Now Powered by Pepper Money customers:*** If you require access to your transactions or account prior to this date, you can use MyRAMS or contact us on 137 RAMS (13 7267) or www.rams.com.au.

During the Deferral Period, customers may still raise complaints about our CDR obligations, including about the application of the exemption to their account. We will handle any such complaints in accordance with our complaints process set out in section 7.

## 2.2 What this Policy covers

This Policy sets out our intended approach to CDR, the rights you will have, and explains how we will handle CDR data shared with us, including:

- what the CDR is and your rights;

- the types of CDR data we will make available and how you can choose to share it;
- how to authorise, view and stop sharing via a Data Sharing Dashboard (i.e. Pepper Money's mobile app and customer portal);
- how to request a correction of CDR data we hold;
- how to make a complaint about our handling of CDR data and your options for external review; and
- where to access this Policy and how to contact us.

All CDR entities must have a clearly expressed and up-to-date CDR Policy that is separate from their general privacy policy.

## 2.3 How this relates to our Privacy Policy

Our Privacy Policy continues to apply to personal information we handle outside the CDR system. This Policy focuses on your CDR rights and our CDR obligations.

# 3. How you can access your CDR data

When Pepper is an active Data Holder for in-scope products, you will be able to access and manage your CDR data in the following ways:

- **Through an Accredited Data Recipient**
  - You can start with an Accredited Data Recipient (for example, a comparison service or budgeting app). In the Accredited Data Recipient's app or website, select Pepper as your data holder and choose the Pepper accounts and data you want to access or share. Where your product is provided under a white-label or partner brand, this occurs because Pepper is the underlying holder of the relevant CDR data.

  - *Authentication with and authorisation by Pepper:* You will be securely redirected to Pepper to confirm your identity. Pepper will then ask you to authorise the specific disclosure of your CDR data to the Accredited Data Recipient. We will tell you what data will be shared, with whom, and for how long. Where sharing is ongoing, the period cannot exceed 12 months. We will not ask you to disclose your Pepper internet banking password to a third party.

- **Pepper Data Sharing Dashboard** – Once available, you will be able to access your CDR Data Sharing Dashboard via Pepper's digital channels i.e. mobile app and customer portal. The dashboard allows you to:
  - view what CDR data you have authorised to be shared;
  - see which Accredited Data Recipients have access;
  - monitor consent start and expiry dates; and
  - You can manage and withdraw your consent at any time through the Pepper Data Sharing Dashboard, or by contacting Pepper on 137 377.

- **Under the Privacy Act** – As Pepper is also subject to the *Privacy Act 1988*, CDR data we hold about you is also your personal information. You can request access to that information at any time by contacting our Privacy Officer using the details in section **Error! Reference source not found.** – this right exists separately from, and is not replaced by, the CDR system. Before providing access to your personal information, we may need to verify your identity. We will respond to your request within a reasonable period. A reasonable fee may apply to cover our costs of retrieval. In limited circumstances we may be unable to provide access (for example, where the information relates to legal proceedings) and if so we will explain why in writing.

## 3.1 Access for joint accounts or businesses

Pepper does not currently provide CDR access to joint accounts or non-individual accounts (such as company accounts). We will update this Policy if this position changes.

## 3.2 Consent requirement

Your CDR data can only be accessed or shared with your consent. Any consent you provide must meet the requirements under the CDR Rules, meaning it must be:

- **Voluntary** – you choose whether to give consent;

- **Express and informed** – you are clearly told what data will be accessed, by whom, for what purpose, and for how long;
- **Specific and time-limited** – consent applies only to the data and period you agree to; ongoing sharing cannot exceed 12 months; and
- **Easily withdrawn** – you can withdraw your consent at any time through the Accredited Person or the Pepper Data Sharing Dashboard. Withdrawal via the Pepper Data Sharing Dashboard takes effect immediately and withdrawal by other means (such as contacting Pepper) takes effect within 2 business days.

If you do not give consent, or if you withdraw consent, the Accredited Person will no longer be able to access your CDR data.

**Timing note:** Due to the current ACCC exemption, access to and sharing of Pepper CDR data will be available from the end of the Deferral Period (or earlier if Pepper opts in sooner). We will update this Policy and our digital channels with clear instructions before CDR access becomes available.

## 3.3 When we may decline to share your CDR data

In limited circumstances, we may decline to share your CDR data – including after you have authorised us to do so. These circumstances include where we consider it necessary to:

- prevent physical, psychological or financial harm or abuse;
- protect the security or integrity of our ICT systems or the CDR Register of Accredited Data Recipients;
- comply with a requirement where your account is blocked or suspended; or
- act in accordance with the CDR data standards.

Where we decline to share your CDR data for any of these reasons, we will notify the Accredited Data Recipient of the refusal in accordance with the CDR Data Standards.

# 4. Types of CDR data

CDR distinguishes between:

- **Product Data** – public information about products like rates and fees; and
- **Consumer Data** – data relating to you, your accounts and transactions where you are a CDR consumer.

The scope of required datasets and eligible consumers is set in the CDR Rules and CDR Standards, For the non-bank lending sector. datasets typically include account details, balances, transactions, direct debits and scheduled payments.

## 4.1 Voluntary Data Requests

In addition to required datasets, data holders may choose to share voluntary data.

Pepper does not currently accept requests for voluntary Product Data or voluntary Consumer Data.

# 5. Sharing your Data

- The CDR gives you the right to share your data with Accredited Data Recipients via an opt-in system. You have a right to control how your data is handled making it easier for you to access products and services.
- The Pepper Data Sharing Dashboard provides you access and authorise how and with whom your data may be shared, and manage the data you've consented to share.
- When you consent to data sharing data with an Accredited Data Recipient it is done electronically and automatically governed by the CDR Standards.
- Accredited Data Recipients may provide certain services to you such as product comparisons which will be made available through their app or website.
- You will not be charged a fee to disclose any required consumer data.

Please see the CDR website for more information about how CDR works.

# 6. Correcting your CDR data

If you believe CDR data we hold is inaccurate, out-of-date, misleading or incomplete, you can request a correction at any time by contacting us using the details under section **Error! Reference source not found.**. This right exists specifically to protect the accuracy of data shared about you through the CDR system. We will acknowledge your request as soon as practicable and advise you in writing, via electronic means, of the outcome—generally within 10 business days—including reasons if we decline to correct and how to escalate if you are not satisfied. We do not charge fees for correction requests.

# 7. Making a complaint

We are committed to resolving any complaint about our management of CDR data promptly and fairly.

A CDR consumer complaint is any expression of dissatisfaction made to or about Pepper that relates to our CDR compliance obligations under the Competition and Consumer Act, the CDR Rules or binding data standards, or the goods and services provided to you under the CDR system, for which a response or resolution could reasonably be expected.

You may make a CDR complaint at any time, including during the Deferral Period described in section 2.1. This includes complaints about the application of the ACCC exemption to your account and we will explain the basis for the exemption as part of our response.

## 7.1 How to lodge a complaint

You can lodge a CDR complaint at any time. You can contact us by telephone, email or in writing using the details below:

- **Mail** – Pepper Money, PO Box 6186, North Sydney NSW 2060
- **Email** – customerservice@pepper.com.au
- **Phone** – 137 377
- **Online** – Complaints Policy & Process | Pepper Money
- **Dashboard –** Pepper Data Sharing Dashboard

## 7.2 What information to provide

To help us handle your complaint efficiently, please include:

- your name and contact details;
- your Pepper account or product details (if applicable);
- a clear description of your complaint, including what happened and when, and the outcome you are seeking; and
- any supporting documents or other relevant information.

## 7.3 How we handle your complaint

Once we receive your complaint, our process is as follows:

- **Acknowledgement** – We will acknowledge receipt of your complaint as soon as practicable and, where possible, within 24 hours of receipt (or by the next business day where received outside business hours).
- **Investigation** – We will investigate your complaint thoroughly and keep you updated on progress.

- **Resolution** – We aim to resolve CDR complaints within 30 calendar days. If your complaint is complex or we require additional information from you, we will notify you before the 30-day period expires, explain the reason for the delay, and provide an expected resolution date.

- **Written confirmation** – Where required or requested, we will confirm the outcome of your complaint in writing.

## 7.4 Options for redress

Depending on the nature of your complaint, options for redress may include:

- correction of inaccurate CDR data in the Pepper Data Sharing Dashboard;

- withdrawal or rectification of an unauthorised data disclosure via the Pepper Data Sharing Dashboard;

- a formal apology or explanation; and

- any other remedy appropriate to the circumstances.

## 7.5 Internal review

If you are not satisfied with our initial response, you may request that a more senior officer within Pepper review the matter. We will acknowledge your request for internal review as soon as practicable and provide a response within 30 calendar days of that request.

## 7.6 External review

If you are not satisfied with our response, you may contact:

- **Australian Financial Complaints Authority (AFCA)** – free external dispute resolution for financial services. Phone: 1800 931 678 | Website: www.afca.org.au | Mail: GPO Box 3, Melbourne VIC 3001.

- **OAIC** – for complaints about handling of CDR data and privacy safeguards. Online: OAIC CDR complaint form | Phone: 1300 363 992 | Website: www.oaic.gov.au | Mail: GPO Box 5218, Sydney NSW 2001

# 8. Availability of this Policy

You can obtain a copy of this Policy free of charge:

- **Online** – from our website(s) and in the Pepper Data Sharing Dashboard (once available on our mobile app and customer portal); and

- **Paper** – by contacting us to request a printed copy.

# 9. Contact us (CDR enquiries)

**The Privacy Officer**
**Pepper Money Limited**
**PO Box 6186**
**NORTH SYDNEY NSW 2060**
**Email: privacyofficer@pepper.com.au**
**Telephone: 1300 650 931**

# 10. Updates to this Policy

We may amend this Policy from time to time. The updated version will be available on our website and on request by contacting the Privacy Officer using the Pepper privacy contact details set out in Section 9.

# 11. Document Information

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| Policy Effective Date | 1 August 2026 |

# Policy Addendum: Permanent exemption for legacy white label products

On 9 December 2025, the ACCC granted Pepper a permanent exemption for services relating to consumer data for certain legacy white-label products. The exemption is available by the ACCC in the online public register. The exemption means we may not be obligated to provide certain consumer data sharing services and processes in connection with a product if the product is a legacy white label product named “Personal Loan” or a legacy residential mortgage loan product by Pepper Money Ltd and originated by:

i. Folio Mortgage & Finance;
ii. Barnes Home Loans;
iii. Mortgage Mart of Australia White label;
iv. Switch Financial Solutions Pty Ltd;
v. Guardian National Mortgage Pty Ltd;
vi. Paramount Mortgage Services;
vii. Bluebay Home Loans Pty Ltd;
viii. Super Finance Markets;
ix. My Local Broker Elite Home Loan Range;
x. Vast Capital Pty Ltd trading as VC Loan;
xi. Resicom Capital;
xii. Gremarc Pty Ltd;
xiii. Resimac Group Ltd;
xiv. Loan Avenue Pty Ltd;
xv. AMO Combined Pty Ltd;
xvi. Future Financial 1 Pty Ltd T/as Future Financial;
xvii. The Vision Home Loan Company;
xviii. Well Nigh Pty Ltd;
xix. Positive Lending Solutions Pty Limited;
xx. Azora Direct Pty Limited;
xxi. Better Mortgage Management Pty Ltd;
xxii. Better Choice Home Loans;
xxiii. emoney Pty Ltd;
xxiv. Resi Mortgage Corporation P/L;
xxv. Click Loans Pty Ltd; and
xxvi. Homeloans Limited.