

## Credit Guide and Privacy Statement

### Key information

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<b>Contact Details</b>	122 Frome Street, ADELAIDE SA 5000 <b>P:</b> 08 8215 7519 <b>F:</b> 08 8312 3083 <b>E:</b> myloan@mybudgetloans.com.au
<b>Company Name</b>	MyBudget Loans Pty Ltd
<b>Trading Name</b>	MyBudget Loans
<b>Licencee (MyBudget Loans / we / us / our)</b>	MyBudget Loans Pty Ltd ACN 613 857 104 Australian Credit Licence Number 492064 122 Frome Street, ADELAIDE SA 5000 <b>P:</b> 08 8215 7519 <b>F:</b> 08 8312 3083 <b>E:</b> myloan@mybudgetloans.com.au

## About this credit guide

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This document is the Credit Guide of MyBudget Loans Pty Ltd ACN 613 857 104 (MyBudget Loans). MyBudget Loans is a Credit Assistance Provider that may also act as a Mortgage Manager under Australian Credit Licence 492064. This Credit Guide has been designed to provide you with key information so you are informed and aware of necessary matters prior to deciding to use the credit services of MyBudget Loans.

## Our services

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We hold the necessary mortgage broking experience and qualifications in accordance with the National Consumer Credit Protection Act, 2009 to provide you with assistance. We are required to meet specific competency standards relating to educational and professional development.

You can be confident that we are held accountable to not only our organisation's high ethical standards / values, but also have a responsibility to maintain the regulatory standards that are set by both Commonwealth and State governments.

Our mission is to ensure that we offer our clients the best service and most appropriate products to suit their individual needs through our professionalism and attention to detail. Ultimately, our goal is to ensure applicants are provided with a loan that meets their objectives.

We guarantee that we will listen to your needs and your instructions, ensuring that there is collaborative agreement through each step of the finance application process.

## What is credit assistance?

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We give you credit assistance when:

- we suggest or assist you to apply for a particular credit contract with a particular credit provider;
- we suggest or assist you to apply for an increase to the credit limit of a particular credit contract with a particular credit provider; or
- we suggest you remain in a particular credit contract with a particular credit provider.

## Assessment for credit assistance

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Before we provide credit assistance to you, we must assess whether the particular loan is suitable for you.

To do this, we need to make reasonable inquiries and to verify that:

- the loan or increase will meet your requirements and objectives; and
- you can meet the proposed repayments.

We won't be able to give you credit assistance if our assessment shows that:

- you won't be able to meet the proposed repayments without substantial hardship; or
- the loan won't meet your requirements or objectives.

For example, if you can only repay by selling your principal place of residence, it is presumed that the loan will cause substantial hardship unless we can prove the contrary. For this reason we must ask you to provide a significant amount of information. It is therefore very important that the information you provide to us is accurate.

## Getting a copy of our assessment

If we provide you with credit assistance, you can ask us for a copy of our assessment any time up to seven years after the date of the credit quote. To request a copy please contact us.

We will provide you with a copy:

- within seven (7) business days after the day we receive your request—provided you make the request within two (2) years of the date of our quote; or
- otherwise, within 21 business days after the day we receive your request.

## Lenders and Products

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The following are the lenders with whom we generally conduct the most business:

- Pepper;
- Origin;
- Liberty Finance; and
- Platform Finance.

Please note that in addition to originating loans through Origin, we may also act as a Mortgage Manager in relation to loans obtained through Origin. Where we are acting as a Mortgage Manager, we may exercise some of the rights of the credit provider.

## Fees and charges

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### Commissions received by us

We may be paid commissions by lenders for introducing clients to them. These are generally paid based on the amount of the loan and the particular loan product you have selected, and will only be paid if your loan is settled and drawn down. We may also be paid an ongoing commission by the lender based on the outstanding balance of your loan.

We may also receive a volume-bonus from Liberty Finance based on the number of car loans we have settled during a calendar month. Please note that these commissions are not payable by you and do not alter your interest rate.

You may request and obtain from us information about a reasonable estimate of those commissions and how the commission is calculated.

### Fees payable to you

We do not charge you for our services. However, you may need to pay an application fee, valuation fees, or other fees associated with the loan application to the lender.

### Commission payable by us

We may pay referral fees to MyBudget staff members for referring you to us. These referral fees are generally small amounts in accordance with usual business practice.

These fees are not payable by you. If we do pay a referral fee, it will be disclosed in our Credit Proposal Disclosure Document.

You may, on request, obtain a reasonable estimate of those referral fees and how the referral fee is calculated.

## Disputes or complaints

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We are dedicated to providing a world-class service. However, we also accept that despite our best efforts, sometimes things can go wrong. When this happens, we are determined to make them right again. We really appreciate it when our clients let us know if they have a problem or complaint, so we can resolve the problem and ensure a better experience for our clients next time.

### How to make a complaint and the complaints process

You can make a complaint to your Lending Specialist or via a secure web message sent through the client web portal or MyBudget App. Additionally, you can:

**Call:** 1300 300 922

**Write:** MyBudget Loans Pty Ltd  
122 Frome Street  
Adelaide SA 5000

When you make a complaint to us, we will:

- acknowledge receipt of your complaint;
- work with you to try and resolve your complaint as soon as possible;
- keep you informed of our progress as we investigate your concerns; and
- provide you with a final response within 30 days or as required by law.

### Still not satisfied?

If a satisfactory resolution cannot be reached, you may raise your concerns through an external dispute resolution process.

Our external dispute resolution provider is: Australian Financial Complaints Authority

**Call:** 1800 931 678

**Write:** Australian Financial Complaints Authority Ltd  
GPO Box 3  
Melbourne VIC 3001

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Online:** [www.afca.org.au](http://www.afca.org.au)

The Australian Financial Complaints Authority (AFCA) offers an impartial dispute resolution scheme to assist consumers to resolve complaints.

## Electronic Transactions Disclosure Statement

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You consent to the Lending Specialist, or any other party associated with the loan application, communicating electronically with you.

You nominate and authorise us to act on instruction we have received electronically.

This consent and authority will apply to all communications permitted to take place electronically by law including but not limited to:

- notices and disclosure documents from us to you about your credit application;
- credit contract documents;
- variations to the credit contract; and
- notices from you to us.

We will rely on this consent to communicate with you by:

- electronic mail ("e-mail") to the e-mail address that you have notified to us;
- making a notice available for you to access on our website;
- any other method of electronic communications; and/or
- ordinary mail to the address on our records.

For example, we will send an e-mail to your e-mail address to give you our Credit Guide and Privacy and Electronic Transactions Consent Forms.

By giving this consent, we are no longer required to send you notices or other documents in paper form. You must ensure that:

- you check your e-mail regularly for notices and other communication from us;
- your e-mail address remains current (or otherwise notified to us); and
- e-mails from us to your e-mail address are not blocked.

We rely on you to keep your nominated e-mail or physical (street) address details up-to-date and to notify us when they change.

Providing you with electronic documents does not alter your obligations under any terms and conditions of a credit contract.

You can print and save a copy of any notice or other document provided to you electronically.

You are responsible for ensuring that you use the relevant computer programs and have sufficient internet capacity to interact with our system.

We may act on facsimile instructions if it appears to us the instructions have been appropriately authorised.

We may refuse to act on any instruction for any reason, or refuse to act until we receive confirmation of the instructions from you by other means.

## Returning to paper communications

You are not obligated to receive electronic communications and you are able to withdraw this consent at any time by contacting your Lending Specialist. When asking to terminate your electronic communication agreement you are asking to receive those documents on paper, delivered by post to your nominated street address.

## Things you should know

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You should ensure that you have approved finance, in writing from the lender, before entering into a binding contract to purchase.

It is important that you understand your legal obligations under the loan, and the financial consequences. If you have any concerns, you should obtain independent legal and financial advice before you enter into a loan contract.

We do not make any promises about the value or future prospects of any property you finance through us. You should always rely on your own enquiries.

Before you accept your loan offer, make sure you read the credit contract carefully to understand the full details of the loan. If you have any doubts, you should obtain independent legal and financial advice before you enter any loan contract.

We represent lenders and have obligations to them, and in particular, to not provide any information we know is misleading or deceptive. We also have obligations under the law to report any fraud, forgery, or other illegal activities. Before using our services, it is important that you understand that we have these obligations to lenders and under the law.

MyBudget Loans is required to have adequate arrangements in place to ensure you are not disadvantaged by any conflict of interest.

## Privacy

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In the course of providing our services to you, we may collect, hold, use and disclose personal information, credit eligibility information and credit reporting information about you.

You can find out more information on how we manage your information by reading our Privacy Policy. Our Privacy Policy sets out:

- the kinds of information we collect;
- the manner in which we collect information, including the circumstances in which we may collect information about you from someone else, and the circumstances in which we may be required to collect your information by law;
- the purposes for which we collect information;
- the consequences if we are unable to collect information about you;
- the types of entities to whom we disclose information, including to recipients located outside of Australia;
- how you can ask us to access and seek to correct information we hold about you; and
- how you may complain about a privacy issue.

If you have any questions about the Privacy Policy, how we handle your information electronically, to request access to the information we hold about you, or make a complaint about any potential breach of your privacy rights, you can contact us by phone, fax, post or online, using the below details:

**Call:** 08 8215 7519

**Write:** PO Box 3433 Rundle Mall SA 5000

**Email:** [compliance@mybudget.com.au](mailto:compliance@mybudget.com.au)

Our Privacy Policy will be reviewed regularly. You can contact your MyBudget Loans Lending Specialist for a current Policy.

## Privacy consent and acknowledgement

I agree that you may collect and use my/our personal information as specified in the Credit Guide, Privacy Policy and Consent Form and that you may use my/our personal information for direct marketing purposes, including after the credit covered by this application ceases.

I consent to MyBudget Loans disclosing personal information about me to any service providers it engages to assist in providing services to me, including where these service providers may be located outside of Australia. I understand that Australian Privacy Principle 8.1 will not apply to any disclosures to overseas recipients, and that overseas recipients of information are not bound by the Privacy Act, which may limit my ability to seek redress under the Privacy Act.

I authorise MyBudget Loans to request access to information about me from credit reporting bodies under section 20R of the Privacy Act, and to use such information in the manner set out in the Privacy Policy. I acknowledge that I/we have received copies of the Credit Guide and MyBudget Loans Privacy Policy.

Client #1 Full Name

Client #2 Full Name

Signature

Date

Signature

Date