

# **CREDIT GUIDE**

#### Disclosure Statement and Appointment & Acknowledgement

# **About Us**

iShare Cashback Mortgage Brokers Pty Ltd is licensed under the National Consumer Credit Protection Act 2009 and iShare Cashback Mortgage Brokers is the trading name of this business.

This Credit Guide sets out important information about us, the services we provide, and the person with whom you will be dealing. The details of our license are as follows:

Business Name	iShare Cashback Mortgage Brokers
	ACN 631052625
Address	8/11-15 Anzac Road Long Jetty NSW 2261
Phone	0422126430
Email	office@isharebrokers.com.au
Licence Number (ACL)	515855
External Disputes Resolution Scheme Name	(AFCA) Australian Financial Complaints Authority 1800 931 678 www.afca.org.au
External Disputes Resolution Membership No.	72129
Internal Disputes Resolution Contact	Penni-Leigh Cahill Director office@isharebrokers.om.au

We are required to provide this Credit Guide to you as soon as practicable after it becomes apparent that we are likely to provide credit assistance to you. We provide "credit assistance" when we:

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

#### **Preliminary Assessment**

#### What we will need from you

When we provide you with credit assistance, we must only recommend credit products that are not unsuitable for you.

To be able to determine which loan products are not unsuitable, we are required to complete a Preliminary Assessment. When we make this preliminary assessment, we determine:

- your requirements and objectives that is, what kind of loan do you want, and for what purpose.
- your financial and relevant personal situation; and
- your ability to repay the loan that you are considering.



In assessing these factors, we are also required to take reasonable steps to verify some of the information you provide us.

This verification may include:

- asking you for copies of documents that demonstrate your financial situation in some cases we may also need to sight original documents; and
- contacting third parties to assist in verifying the information that you provide.

#### **Obtaining a copy of your Preliminary Assessment**

If we haven't already provided it to you, you may request a copy of our Preliminary Assessment, and we must give you a copy of it:

- at any time during the first 2 of years of conduction of the assessment, within 7 business days; or
- between 2 years and 7 years after it was conducted, we must provide it within 21 business days. There is no charge for requesting or receiving a copy of the Preliminary Assessment.

#### How do our Representatives get paid

We are paid commissions by lenders for introducing customers. The lenders we deal with will usually pay us a commission based on:

- the size of loan; and
- the particular loan product that you have selected

We will only be paid this commission if your loan is settled and drawn down.

We may also be paid an ongoing commission by your lender based on the outstanding balance of your loan.

The commissions that we are paid by your lender are not payable by you – they are paid to us either directly by the lender or paid to us by our Aggregator.

The amount of the lender paid commissions is listed in the Credit Quote.

iShare may receive commissions from third party relationship partners for referrals, where the client accepts their proposal.

Penni-Leigh Cahill is a Director of iShare Cashback Mortgage Brokers and consequently, is not influenced by the commissions paid to iShare Cashback Mortgage Brokers by the lender.

# Levies, fees, and charges that may be payable by you in relation to our credit assistance

iShare reserves the right to issue you with a Fee for Service based on the complexity of any work carried out while providing mortgage advice. Such type of work could include a complex loan application, rework of a loan application, requesting a rate discount or any other work that is outside a normal application. Trail commissions are paid to a broker for ongoing maintenance of the loan following settlement.

Because iShare chooses to refund these commissions to their clients, then a fee for services replaces the income forfeited by iShare. In the event that such work is required, the client will be issued with a fee for service quote outlining the services provided and the total cost involved. The client will have the option to pay the service fee upfront or have it deducted from future trail commissions.



#### Our Top 6 credit providers

We source credit products from a range of banks, lenders, and other credit providers. However, at present, we write the most loans with the following banks, lenders, and other credit providers:

- Bankwest
- Adelaide Bank
- Suncorp Bank
- ING Bank
- AMP Bank
- Westpac

If you would like further details about any of these lenders, please don't hesitate to ask us.

#### Other people we deal with

#### **Our Aggregator**

In many cases, we gain access the loan products we recommend to you through the services of our Aggregator LMG (Loan Market Group) In order to gain access to their panel lenders, our aggregator charges us a fee of 10% for each loan transaction. This fee may be made up of several different components, including:

- a membership fee for our business
- a monthly fee for each of our accredited loan writers

#### **Referrers and Referral fees**

In some cases, your business may have been referred to us by non-regulated third parties such as real estate agents, accountants, financial planners etc. Where this is the case, we *may* pay a referral fee to these parties. If we do pay a fee to these parties, then;

- they should already have told you about this; and
- we will either disclose the actual fee in our final documentation or the calculation of how that fee is calculated.

Alternatively, if you want to know, you can ask us about the fees, and we will tell you how much was paid and how it was worked out.

#### **Dispute resolution and complaints**

Whilst we always strive to provide the best possible service, we understand that there may be times where you are not satisfied. If this occurs, and you wish us to do something about it, we have a formal process in place to address your concerns.

#### **Internal Dispute Resolution**

If you do have a complaint, please contact the Complaints Office using the details at the start of this document. If you choose to contact us by email, please make sure you include as much information as you can.

You should explain the details of your complaint as clearly as you can. You may do this verbally or in writing. When we receive a complaint, we will attempt to resolve it promptly.

#### **External Dispute Resolution**

If you are not satisfied with how we have handled your complaint, you may make a formal complaint to our External Dispute Resolution Scheme Provider. The details of our EDR Scheme membership are set out at the start of this Credit Guide.



### Things you should know

We don't make any promises about the value of any property you finance with us or its future prospects. You should always rely on your own enquiries.

We don't provide legal or financial advice. It is important you understand your legal obligations under the loan, and the financial consequences. If you have any doubts, you should obtain independent legal and financial advice before you enter any loan contract.

#### **Disclosure Statement**

iShare Cashback Mortgage Brokers is a specialised mortgage brokerage. We do not offer our own home loan products. This disclosure and the Credit Quote report/s provided with it, forms the basis of our agreement with you.

Your iShare Mortgage Broker is paid the same as any other Mortgage Broker. iShare receives income for broking your loan and this varies depending upon lender. Our policy is to offer you a selection of lenders to choose from regardless of what they pay iShare in commissions. We will disclose to you if any referral fee is to be paid by us to a third party for referring you.

iShare has entered into commercial arrangements with the lenders specified and recommended in the Credit Quotes. Subject to their acceptance, we can arrange credit for you from those lenders. These lenders do not necessarily represent all the lenders that offer the credit that you seek. The financial benefit iShare receives will be shown in the Credit Quote as an upfront payment called an "Upfront Commission". The upfront commission is kept by your broker plus any 'Once-off Brokerage or Advice fee' charged and noted in the Credit Quote.

We may also receive ongoing commission payments called Trailing Commissions from the lenders. These are calculated per annum, based on your loan balance, and paid monthly. This forms the basis of the iShare Rebate & Cashback, which may be paid to your nominated home loan account for a period of up to 2years. If your lender suspends or ceases Trail Commission Payments for your loan, Cashback or rebate payments will cease. If your lender reduces or increases Ongoing Commission Payments, iShare Rebate & Cashback payments will be reduced or increased proportionately. If iShare makes a business decision to cease payment of the Trailing Commission Payments, you will be notified in writing. Trailing Commission payments may include GST. GST related to the iShare Rebate & Cashback is withheld and paid to the Australian Taxation Office. The iShare Rebate/Cashback is paid monthly and it is recommended to be Credited it to your mortgage or into your Offset account - do not redraw it and you will save thousands of dollars over the term of your loan. There is NO monthly administration fee charged by iShare per rebate payment.

#### **Disclaimer and Warranties**

Except to the extent permitted by law, all information obtained from external sources is believed to be accurate and reliable at the time of printing. Under no circumstances shall iShare have any liability to any person or entity due to error (negligence or otherwise) or other circumstances or contingency within or outside the control of iShare Cashback Mortgage Brokers or any of its directors, officers, employees, or agents in connection with the procurement, collection, compilation, analysis, interpretation, communication, publication, or delivery of any such information. Any product information provided to you is provided in good faith and was obtained from a third party. Rates, fees, and charges may change daily, and you are responsible for checking the current rates and fees directly with the lender before entering into any loan agreement.



# **Privacy Policy**

This privacy policy sets out how we, iShare Cashback Mortgage Brokers Pty Ltd (Trading as iShare Cashback Mortgage Brokers), will use and protect any information that you provide when you use this website.

We are committed to ensuring that your privacy is protected. Should we ask you to provide any information by which you can be identified when using our services including any this website, we assure you that it will only be used in accordance with this privacy policy and the Australian Privacy Principles. If you do not wish to provide personal information to us then you do not have to do so, but it may affect your use of this website or will affect your use of the products and services offered by iShare Cashback Mortgage Brokers.

We may change this privacy policy from time to time by updating this page. You should check this page regularly to ensure that you are happy with any changes.

#### What information we collect

We may ask you to provide the following information:

- 1. names;
- 2. dates of birth;
- 3. job titles;
- 4. contact information, including email addresses;
- 5. demographic information such as postcodes, preferences and interests;
- financial information concerning your assets and liabilities, tax file number, employment history, passport information, photographs, credit card information and drivers' licence details;
- 7. other information relevant to the customisation of a document on the website; and
- 8. any other information relevant to customer surveys and/or promotions.

We will not collect from you any sensitive information revealing your race, ethnic origin, political opinions, religious or philosophical beliefs, trade union memberships or details of health or disability.

Exceptions to this include:

- where you have given us express consent and the information is reasonably necessary for us to carry out our functions or activities;
- the use of this information is required or authorised under Australian law or a court or tribunal order; or
- when the information is necessary for the establishment, exercise or defence of a legal claim.

#### What we do with the information we collect

We collect necessary information from you so we can provide you with the credit assistance you have sought from us. We collect this information for the following reasons:

- 1. to better understand your needs, enabling us to improve our products and services;
- 2. for internal record keeping;



- 3. to circulate promotional emails about new products, special offers or other information which we think you may find interesting;
- 4. to contact you (by telephone, email or mail) for market research purposes;
- 5. direct marketing;
- 6. to customise the website according to your interests; and
- 7. to customise documents according to your needs.

#### Sharing outside of Australia

We may use overseas organisations to help conduct our business. As a result, we may need to share your information with such organisations outside Australia. The countries in which those organisations are located are:

• India

#### **Disclosure of personal information**

iShare Cashback Mortgage Brokers and its representatives will never unnecessarily exchange your personal or business information with any third party for any reason, unless compelled by force of law. However, in order to assist you, we may be required to provide your personal information to certain organisations. The types of organisations include;

- Lenders
- Mortgage Insurers
- Other mortgage intermediaries such as our Aggregator
- Valuers
- Other organisations that assist us such as printers, mailing houses, lawyers, debt collectors, accountants, and other auditors. Some of these organisations may be overseas. Countries in which your information may be accessed include India.

By providing your information to us, we take this as confirmation that you consent to your information being used in accordance with our privacy policy. Whilst we will make every effort to assist you, if your information is not provided to us, we may be unable to assist you.

#### Security of your personal information

In the extremely unlikely event that iShare Cashback Mortgage Brokers suspects that there has been a data breach that may cause you serious harm, we will take all reasonable steps to assess if your data has been accessed or lost, and if this information being accessed or lost may cause you serious harm. This assessment will always be completed expeditiously and within 30 days.

If iShare Cashback Mortgage Brokers finds that there has been a data breach that has a potential to cause you serious harm, this will be reported to the Office of the Information Commissioner and you directly.

We are committed to ensuring that the information you provide to us is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic, and managerial procedures to safeguard and secure that information and protect it from misuse, interference, loss and unauthorised access, modification and disclosure.

#### **Controlling your personal information**

You may choose to restrict the collection or use of your personal information in the following ways:

1. whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used for direct marketing purposes; and



2. if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by emailing us at help@ui.net.au.

We will not sell, distribute, or lease your personal information to third parties unless we have your permission or are legally required to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you in accordance with applicable law. A small fee may be payable for the provision of the information. If you would like a copy of the information which we hold about you, please email us at <u>office@isharebrokers.com.au</u>. We will respond within a reasonable time.

If you believe that any information we are holding about you is inaccurate, out of date, incomplete, irrelevant or misleading, please email us as soon as possible at <u>office@isharebrokers.com.au</u>. We will respond to any request within a reasonable time and will endeavour to promptly correct any information found to be incorrect so that the information is accurate, up to date, complete, relevant and not misleading.

## **Correcting your details**

If you want us to correct information that we hold about you because it is inaccurate or out-of-date; you can send requests for corrections to the Privacy Officer, iShare Cashback Mortgage Brokers, email office@isharebrokers.com.au.

If we correct personal information that we previously disclosed to other entities, and you request that we notify those entities of the correction, we will take reasonable steps to notify those entities unless it is impracticable or unlawful to do so.

If we refuse to comply with your request for amendment of your details, we will give you written notice setting out the reasons for refusal (unless it is unreasonable to do so) and the mechanisms available to you to complain about the refusal.

If you are a registered user of a web-based solution, you may be able to edit your information at any time directly in the service. For example, on our aggregator services, you can edit your contact details, academic results, email address, application information and password. However, once an application has been sent to an organisation in relation to a job application, information contained in that particular application cannot be altered and it is your responsibility to contact this organisation to make any corrections.

#### Complaints

If you believe that we have breached the Australian Privacy Principles and wish to make a complaint about that breach then please email us as soon as possible at office@isharebrokers.com.au, setting out details of the breach. We will promptly investigate your complaint and respond to you in writing within 28 days setting out the outcome of our investigation, what steps we propose to take to remedy the breach and any other action we will take to deal with your complaint.

If the issue you have raised is not resolved to your satisfaction, you should contact the Office of the Australian Information Commissioner at;

Ph:	1300 363 992
Email:	enquiries@oaic.gov.au
Mail:	GPO Box 5218
	SYDNEY NSW 2001



# Changes to this privacy policy

We may amend this Privacy Policy from time to time by posting an updated version of this policy on our website.

## **Additional information**

For further information about privacy issues and the protection of privacy, visit the Office of the Australian Information Commissioner web site at <u>www.oaic.gov.au</u>.

#### **Appointments & Acknowledgements**

I/We appoint iShare Cashback Mortgage Brokers Pty Ltd, ACN 631052625 trading as iShare Cashback Mortgage Brokers to act as my/our broker for the preparation and submission of a finance application to a lender of my/our choice. I/We acknowledge that:

- 1. An iShare consultant was invited to discuss this application with me/us. Although the range of lenders reviewed by iShare is extensive, these lenders may not represent all the credit providers who offer credit of the nature sought by me/us.
- 2. iShare is not a lender or credit provider. iShare is not an agent of the lender and is not authorised by the lender to make any representation or warranties on its behalf and cannot give any assurance that the lender will approve the loan.
- 3. The loan details provided by iShare are intended as an indication only and are not a definitive statement of costs. Any loan approval is subject to the terms and conditions of the lender. While iShare will exercise due care and diligence in providing the services it makes no warranty as to the accuracy or completeness of the information given or the suitability of the loan for me/us. iShare will use its experience and the information provided by me/us to present products it considers suitable, but the final choice in relation to these products is mine/ours. iShare accepts no responsibility for products or services provided by the lender.
- 4. iShare may also receive an ongoing commission, which varies from lender to lender. Payments based on ongoing commissions, to be known as the iShare Rebate, may be paid directly to me/us, as set out in this agreement for the time frame specified in this agreement. The iShare Rebate consists of a payment based on the trail commission subject to the following:
  - (i) iShare Rebate is paid monthly and within 60 days of receipt by iShare.
  - (ii) The iShare Rebate will be paid by electronic funds transfer to your nominated bank account.
- 5. I/We agree to pay any costs relating to my/our application that may be charged by the lender, including but not limited to lender costs that may become payable if I/we decide to withdraw from the application.
- 6. To the full extent permitted by law iShare excludes all terms (express or implied), and any liability for loss or damage (direct or indirect) suffered by me/us in connection with this agreement. To the extent permitted by law, where liability cannot be excluded it will be limited at iShare option to resupplying its services or paying the cost of re-supplying its services.
- 7. I/We agree that iShare will store and use our personal information to provide services to me/us and may send me/us information that may be of interest to me/us in accordance with the terms of the Privacy Statement above.
- 8. iShare is authorised to liaise with my/our accountant, solicitor, conveyancer, real estate agent, builder, or other advisor to obtain information that will assist with the application.

This agreement is governed by the laws of New South Wales, Australia. Any provision (in part or whole) of this agreement held to be unenforceable, invalid, or illegal will be severed and will not invalidate the remaining terms of this agreement. iShare will not be in default for any non-performance, delay, or misperformance of this agreement by reason of industrial action, fire, riot, war, terrorism, embargo, civil



commotion, court or government order, legislative change, policy changes by the lender, boycott, equipment failure, flood, storm, earthquakes or other Acts of God or any other cause beyond its reasonable control.

#### **Questions?**

If you have any questions about this credit guide or anything else about our services, just ask at any time. We are here to help you.

Borrower 1

Borrower 2

Signature

Signature

Date

Date

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