Credit Guide & Privacy Consent

CREDIT GUIDE

This Credit Guide is provided by Marti Nemet a credit representative of Nembar Pty Ltd - ABN/ACN: 41473176980, Australian Credit Licence: 455347. Nembar Pty Ltd is licensed under the National Consumer Credit Protection Act 2009 (NCCP Act) to engage in credit activities, including arranging loans and leases. The NCCP Act regulates credit assistance, lending, leasing and finance broking for consumer credit regulated by that Act.
When providing credit assistance Marti Nemet acts on behalf of Nembar Pty Ltd under their licence.

BROKER DETAILS

Broker Name	Marti Nemet
Credit Representative Number	455347
AFCA Membership Number	42350
FBAA Member Number	M-335840
Business Name	Your Loan Solutions
Address	43 PRINCE EDWARD PARADE, REDCLIFFE QLD 4020
Phone Number	+61466392892
Email	marti@yourloansolutions.com.au

CREDIT LICENSEE DETAILS

Australian Credit Licence Name	Nembar Pty Ltd
Australian Credit Licence Number	455347
AFCA Licence Number	42350
Address	43 Prince Edward Pde, Redcliffe, QLD 4020
ABN	41473176980

About this Credit Guide

This Credit Guide is designed to help you decide whether to use our credit assistance services. It explains who we are, the services we provide, how we and our representatives are paid, our obligations to you, how we manage conflicts and how you can make a complaint.

Services We Provide

We provide credit assistance by helping you identify and apply for loans or leases that may meet your requirements and objectives. We may provide information about credit products available from lenders on our panel and assist you to compare relevant options. Once you have chosen a loan or lease that is suitable for you, we will prepare and submit the paperwork, communicate with lenders and any other parties involved in the credit process and assist you in obtaining your approval.

Our Associations and Relationships

All our credit representatives are accredited with Nembar Pty Ltd - Australian Credit Licence: 455347.

Nembar Pty Ltd maintains a lender panel. The lenders with whom Nembar Pty Ltd currently conducts the most business with are listed below. This does not mean these lenders will necessarily be suitable for you, and any recommendation must be based on your individual circumstances, requirements and objectives.
ANZ, CBA, ING, Suncorp, Westpac, Macquarie,

Our Best Interests Duty Obligations to You

From 1st January 2021, mortgage brokers have been required to act in the best interests of consumers when providing credit assistance. This obligation is known as the Best Interest Duty (BID) and is contained in the NCCP Act. When providing credit assistance, we will:

- act in your best interests at all times;
- give priority to your interests where we know, or reasonably ought to know, that a conflict exists between your interests and our interests, or those of our representatives, associates or related parties;
- determine which credit products are likely to be in your best interests and which are not;
- consider the relative benefits, risks, costs, features and limitations of relevant credit products having regard to your circumstances;
- make recommendations that we reasonably believe are in your best interest; and
- comply with all obligations under the NCCP Act relating to conflicts of interest and conflicted remuneration.

In practice, this means we will:

- gather and document information to understand your individual circumstances, financial positions, needs, requirements and objectives;
- compare suitable credit options available through our lender panel having regard to factors such as cost, product features, eligibility, serviceability, lender policy and your stated priorities;
- explain the available options and our recommendation in a way that helps you make an informed decision;
- assess relevant products in line with your needs;
- maintain appropriate records to support the credit assistance provided; and
- where a conflict exists between our interest and yours, we will give priority to your interest as required by the NCCP Act.

Our Responsible Lending Obligations to You

We must not provide credit assistance that would be unsuitable for you. Before we assist you to apply for a loan, a principal increase to a loan, or a lease, we must make an assessment based on whether a credit product is suitable to your circumstances. To do this, the law requires us to:

- make reasonable enquiries about your requirements and objectives;
- make reasonable enquiries about your financial situation; and
- take reasonable steps to verify that financial situation.

Credit will be unsuitable for you if, at the time of the assessment, it is likely that the following would apply at the time credit is provided:

- you could not pay or could only pay with substantial hardship; or
- the credit will not meet your requirements or objectives.

For example, if you could only meet your repayments by selling your principal place of residence, the credit may be presumed to cause substantial hardship unless the contrary is proved. For this reason, we must ask you for information about your financial situation, requirements and objectives. It is important that all the information you provide is accurate, complete and up to date.
If we provide credit assistance, you may request a copy of our preliminary assessment for your application. You may request this assessment within seven years of the date we provided assistance to you.
If we arrange a loan for you to purchase or refinance real estate, remember you must make your own enquiries about the value of the real estate and its potential for future growth. Any valuation obtained by a lender or by us may be for lending or internal purposes only and should not be treated as independent advice about the property's value or suitability.

Our Fees and Charges

Generally, you do not pay us a fee for our credit assistance. If a fee for service is payable, details of these fees will be set out in a Credit Quote or any equivalent disclosure.

You may also be charged lender application fees, valuation fees, government charges and other costs associated with the loan or lease. These fees are not charged by us and will generally be disclosed to you prior to submission of the credit application. Please note, however, that if a valuation is conducted and you ultimately choose not to proceed with the loan, you may be liable for the valuation fees.

Commissions

We may receive commissions from the lenders and lessors who provide finance for you as our customers. These commissions are not payable by you directly.

You may ask us for a reasonable estimate of the commission we or our credit representatives are likely to receive and how it is calculated.
From time to time, we may receive financial or non-financial benefits from Yellow Brick Road Group, lenders, lessors or others. Some or all of any commission received by TLN Mortgage Group may be paid to our credit representatives.

Referral Commissions

Nembar Pty Ltd may pay commissions to our credit representatives for referrals to diversification partners or other service providers. Referral commissions may be calculated as a percentage of professional fees charged by the relevant provider. These fees are not payable by you directly, and relevant referral arrangements will be disclosed where required.

Referral Fees

We may pay a referral fee for third party referrals who refer you to us, such as real estate agents, accountants, financial advisers or solicitors. These fees are not payable by you directly. Where applicable, this fee will be

disclosed in the Credit Proposal Disclosure Document or equivalent document. You may request a reasonable estimate of the amount of commission and how it is calculated.
Nembar Pty Ltd and your representative may also receive a benefit for referring you to other service providers.

Internal Dispute Resolution

If you are unhappy with our services, please contact us first. We will acknowledge and consider your complaint and will work to resolve it promptly, fairly and consistently in line with our internal dispute resolution obligations. You can contact our Complaints Manager listed below:

Nembar Pty Ltd - Complaints Manager	
Telephone	0466 392 892
Email	info@yourloansolutions.com.au
Post	43 Prince Edward Pde, Redcliffe, QLD 4020
Website	yourloansolutions.com.au

We will endeavour to resolve your complaint quickly and fairly. If we need more time to investigate, we will keep you informed of our progress.

External Dispute Resolution – Australian Financial Complaints Authority (AFCA)

If your complaint is not resolved to your satisfaction, you may contact the Australian Financial Complaints Authority (AFCA), which is an independent dispute resolution scheme for financial services complaints.

Telephone	1800 931 678
Email	info@afca.org.au
Post	GPO Box 3, Melbourne VIC 3001
Website	www.afca.org.au

Things You Should Know

You should ensure that finance approval is confirmed in writing from the lender, before entering into a binding contract to purchase property or committing to any transaction that depends on finance approval.
You should understand your legal obligations under any loan or lease and the financial consequences of entering into it. If you have any concerns, you should obtain independent legal, financial, tax or property advice before entering into any credit contract or related transaction.
We do not provide legal, financial, tax, accounting or property investment advice, and we do not make any promises about the value, suitability or future prospects of any property you finance with us. You should rely on your own enquiries and obtain independent advice where appropriate.

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.

Nembar Pty Ltd is required to have adequate arrangements in place to identify, manage and, where required, disclose conflicts of interest.

PRIVACY CONSENT

Nembar Pty Ltd - ABN/ACN: 41473176980, Australian Credit Licence: 455347 together with our related businesses, authorised representatives and credit representatives ('we', 'us', 'our') collects personal information and credit-related information about you.

We collect, use, hold and disclose your personal information and credit-related information to provide the services you request, assess and assist with your application for finance, manage any finance arranged for you, comply with legal and regulatory obligations, manage our relationship with you and handle complaints or disputes. We may also use your information to offer products or services that may be relevant to you. If you would like to opt out of direct marketing material, please contact your credit representative.

1. The personal and credit-related information you provide will be held by us. Personal information may include any sensitive information (including health information) and may include any information you tell us about any vulnerability you may have.
2. You appoint us your agent to act as an 'access seeker' to obtain your credit-related information from a credit reporting body (CRB) on your behalf and for the purpose of assisting you with your application for credit. You authorise us to disclose any credit-related information we obtain, including personal information, to prospective financiers in connection with your application for credit.
3. We may use your credit-related information and other personal information to assist you to apply for a credit contract, lease or related credit service, and to provide associated services.
4. We may exchange your information with the following types of entities, some of which may be located overseas:
   - credit reporting bodies (i.e.: Equifax), including for a credit guarantee purpose;
   - persons who provide credit or other products to you, or to whom an application has been made for those products;
   - any person or entity who represents you including financial consultants, accountants, lawyers, mortgage brokers, persons holding power of attorney, guardians and advisers; any industry body, government authority, tribunal, court or otherwise in connection with any complaint regarding our services;
   - any investors, agents or advisers, trustees, ratings agency or businesses assisting us with funding for credit made available to you or any entity that has an interest in your finance;
   - where we are authorised to do so by law, such as under the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth), government and law enforcement agencies or regulators;
   - any person, including any referrer, where you have provided us consent;
   - any of our associates, related entities or contractors;
   - other guarantors or borrowers (if more than one) or borrowers or prospective borrowers of any credit you guarantee or propose to guarantee;
   - your referees, such as your employer, to verify information you have provided;
   - any person considering acquiring an interest in our business or assets; and
   - any organisation providing online verification of your identity.
5. You may gain access to the personal information that we hold about you by contacting us. A copy of our full privacy policy can be obtained from our website, by visiting yourloansolutions.com.au or by contacting us on 0466 392 892.
6. If you choose not to provide the information requested, we may be unable to recommend suitable products or help you submit a finance application.

Where we hold our own Australian Credit Licence and receive aggregation, compliance, administration, technology or related services from Yellow Brick Road Aggregation Pty Ltd (ACL 390261) ("YBRA"), you consent to us collecting, using, holding and disclosing your personal information and credit-related information to YBRA.

You also consent to YBRA collecting, using, holding and disclosing that information for the purposes described in this Privacy Consent, including assisting with your application for credit, compliance and audit activities, file reviews, accreditation management, commission administration, reporting, dispute resolution, regulatory obligations and the provision of aggregation and related support services.

Our privacy policy contains information about how you may access or seek correction of the information we hold about you, how we manage your information and how you may make a privacy complaint.

By signing this consent, you agree that we may collect, use, hold and disclose your information as described in this Privacy Consent, including for the following purposes:

- consent to us providing your personal information to a credit reporting body;
- authorise us to act as your agent to obtain a report or information about your consumer or commercial credit worthiness from a credit reporting body; and
- authorise us to disclose personal information such as your name, date of birth and address to a credit reporting body to obtain an assessment of whether that personal information matches information held by it.

Declaration & Consent

- I / We declare that I am/ we are over the age of 18 and the information that I / We provide is true, accurate, complete and up to date.
- I / We have read this Credit Guide, Privacy Consent, and Declaration & Consent and understand the reasons for collecting my / our personal information and credit-related information.
- I / We consent to the collection, use, holding and disclosure of my / our personal information and credit-related information as described in this document and in the relevant privacy policy.
- I / We have read and understand that the information that I / we have provided may be shared with related and unrelated businesses, service providers, credit providers, credit reporting bodies, referrers and other parties as described in this document and the company's privacy policy.
- I / We understand and consent to my / our personal information and credit-related information being shared with YBRA for the purposes specified in the Privacy Consent.
- I / We understand that services may be cancelled, suspended or refused if information provided by me / us is false, misleading, incomplete or cannot be verified.
- I am / We are aware that I / we may request correction of information that I / we believe to be inaccurate.
- I / We understand that I / we have read and understand the information contained within this form before signing.

Client 1		Client 2	
Signature:		Signature:	
Date:		Date:	