

# CREDIT GUIDE & PRIVACY STATEMENT

Issue date:

## ABOUT YOU

FULL NAME	E-MAIL	PHONE	ADDRESS

## ABOUT US

### LICENSEE DETAILS

Australian Credit Licence Name	Zillion Finance Pty Ltd
Australian Credit Licence Number	389330
Business Name	Zillion Finance
Address	Suite 502, 77 King St, Sydney NSW 2000, Australia
Phone Number	02 9262 6262
Email	vincentyao@zillionfinance.com.au

## ABOUT THIS CREDIT GUIDE

Zillion Finance Pty Ltd is licensed under the National Consumer Credit Protection Act 2009 (NCCP Act) and this Credit Guide provides important information about us and the services we may provide to you that is regulated under the Act.

## OUR COMMITMENT TO SERVICE

We are committed to assisting you obtaining finance based on the information provided by you. We have the essential qualifications, experience and competency required under the relevant legislation to give you the professional service needed in assessing your financial needs. You can be confident that we will deal with you in a fair and ethical manner and take the time to listen to your requirements and objectives.

## SERVICES WE PROVIDE

Zillion finance is a Mortgage Manager who has a written agreement with funder Pepper Group Limited ABN 55 094 317 665 under which Zillion Finance is required to manage the relationship with the consumer on a day to day basis and associated documentation is branded or co-branded with the name of N1 Plus.

## **OUR RESPONSIBLE LENDING OBLIGATIONS TO YOU**

Under the National Credit Act, we are obliged to ensure that any loan or principal increase to a loan we help you to obtain is not unsuitable to your needs and objectives. To decide this, we are required to conduct a Preliminary Assessment to determine if the loan is not unsuitable. The law requires us to:

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

Credit will be deemed unsuitable if at the time of the assessment, it is likely that at the time the credit is provided:

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

When we make our assessment, it is important that we utilise information that is accurate, complete and up to date. If we are supplied with incomplete or incorrect information, you may be in breach of your legal obligations to the lender.

## **FEES PAYABLE BY YOU TO US**

We sometimes charge a fee for our services. If a fee is payable by you, this will be disclosed in a Credit Quote. The Credit Quote will outline any fees payable for providing credit assistance and the time that they are payable. If you do not receive a Credit Quote, this will indicate that no fees are payable.

## **FEES PAYABLE BY YOU TO THIRD PARTIES**

When a credit application is submitted, other fees and charges may be applicable that are payable to the lender, such as application fees, valuation fees or other fees.

If for any reason your loan does not proceed, you may still be required to pay the lenders application and other fees, valuation fees and government fees as charged by the lender.

## **FEES PAYABLE BY THE LICENSEE TO THIRD PARTIES**

We source referrals from a broad range of sources. We may pay fees to call centre companies, real estate agents, accountants, or lawyers and others for referring you to us. These referral fees are generally small amounts in accordance with usual business practice.

These are not fees payable by you. On request you can obtain a reasonable estimate of the amount of the fee and how it is worked out.

From time to time, we may also remunerate other parties through payments, rewards or benefits.

If your Broker is a Credit Representative of the Licensee they may also remunerate third parties in a similar manner.

## PAYMENTS RECEIVED BY THE LICENSEE

We may receive fees, commissions or other remuneration or rewards from the lenders who fund the finance we arrange for you. These are not fees payable by you.

## OUR INTERNAL DISPUTE RESOLUTION SCHEME

We always strive to provide the best possible service and provide you with the finance that suits your needs. However, we appreciate that from time to time, applicants may not be satisfied with the process or the solution. If this occurs, and you have a complaint about the service we provide, we have a resolution process in place to address your concerns.

You can lodge your complaint through a number of channels. You may do this verbally or in writing. If you choose to lodge the complaint by email or mail, please make sure you include as much information as you can. You should explain the details of your complaint as clearly as you can.

### Step 1

Please contact Vincent Yao at [vincentyao@zillionfinance.com.au](mailto:vincentyao@zillionfinance.com.au) in the first instance as many disputes can be resolved relatively quickly.

### Step 2

If you are not satisfied with the outcome or in which the way your complaint has been handled, then you can escalate the complaint to the Internal Complaints Officer who will endeavour to resolve your complaint:

#### COMPLAINTS OFFICER

Name	Penny He
Email	<a href="mailto:pennyhe@zillionfinance.com.au">pennyhe@zillionfinance.com.au</a>
Phone Number	02 9262 6262
Address	Suite 502, 77 King St, Sydney NSW 2000, Australia

Once the dispute is escalated, we will attempt to resolve it promptly.

## OUR EXTERNAL DISPUTE RESOLUTION (EDR) SCHEME

We aim to resolve your complaint quickly and if you are still not satisfied with the outcome of your complaint, then you have the further option of referring the matter to our external complaint resolution body.

Our external dispute resolution provider is specified below. External dispute resolution is a free of service established to provide you with an independent mechanism to resolve specific complaints.

Name	Australian Financial Complaints Authority (AFCA)
AFCA Member Number	43178
Email	info@afca.org.au
Phone Number	1800 931 678
Address	GPO Box 3, Melbourne VIC 3001, Australia

## THINGS YOU SHOULD KNOW

We do not provide legal, financial or taxation advice unless specified in a separate contract. Accordingly, it is important you ensure you understand your legal obligations under the loan, and the financial consequences. We recommend that you consult your Accountant, Solicitor, Taxation Department, Investment Adviser or any other licensed person in respect to the financial implications of this application for finance before you enter the credit contract.

Under the *Financial Services Reform Act 2001*, We cannot provide any advice or opinion on any deposit accounts and/or insurance products.

As a duty of care, we recommend that you seek professional advice in regards to insurance products such as mortgage protection insurance, income protection insurance and life insurance. It is the responsibility of the applicant/s to maintain mortgage repayments and we strongly recommend that you seek insurance advice with regards to risk management and financial planning.

We will inform you of any potential conflict of interest or relationship that could reasonably be expected to influence our recommendation.

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.

## QUESTIONS?

If you have any questions about this Credit Guide or anything else about our services, just ask at any time. We're here to assist you.

# PRIVACY DISCLOSURE & CONSENT

In handling your personal information, Zillion Finance Pty Ltd ACN 114 847 291 T/As Zillion Finance, Australian Credit Licence 389330, Suite 502, 77 King St, Sydney NSW 2000, Australia, 02 9262 6262 and our Authorised Credit Representatives are committed to complying with the *Privacy Act 1988* (Privacy Act) and the Australian Privacy Principles.

## HOW AND WHY WE COLLECT YOUR PERSONAL INFORMATION

We, Zillion Finance Pty Ltd may collect, use, hold and disclose personal information and credit-related personal information from you to for the purpose of arranging or providing credit to you, processing your application for credit, assessing whether to accept a guarantee of credit from your, managing that credit, direct marketing of products and services by us, complying with laws, managing our relationship with you, and allowing us to perform administrative tasks. We may collect this information from you or from third parties.

Personal information may include any sensitive information (including health information) and may include any information you tell us about any vulnerability you may have.

If you provide incomplete or incorrect information, we may be unable to provide you with the product or service you are applying for.

## HOW AND WHY WE COLLECT THIRD PARTY PERSONAL INFORMATION

We may need to collect personal information and credit-related personal information about a third party from you as part of this application (such as your employer, spouse, referee or solicitor). If we do this, you agree you will advise that person that we have collected their information, and that in most cases they can access and seek correction of the information we hold about them.

Where you provide us with the personal information of another person, you confirm that you are authorised to provide these identification details to us on that person's behalf.

## PROVIDING YOUR PERSONAL INFORMATION TO OTHERS

In providing products and services to you it may be necessary for us to retain your personal information and provide it to other organisations with which we conduct business. We may exchange the information with the following types of entities, some of which may be located overseas:

- organisations which provide credit or other products or services to you or to whom an application has been made for those products and services;
- finance consultants, accountants and auditors, real estate agents associated with the property purchase, conveyancers, legal advisers, insurers and mailing services;
- any associates, related entities, contractors and our mortgage aggregator (if applicable)
- any industry body, tribunal, court or otherwise in connection with any complaint regarding our services;
- any person where we are required by law to do so;
- your referees, such as your employer, to verify information you have provided;
- any person considering acquiring an interest in our business or assets; or

- any organisation providing online verification of your identity.

## **YOUR RIGHTS**

You may gain access to the personal information that we hold about you by contacting us. You can also contact us to obtain a copy of our privacy policy and the privacy policy of any credit reporting body that may access your personal information.

Our privacy policy contains information about how you can access or seek correction of the information we hold about you, how we manage that information and our complaints process.

## **CONSENT TO PROVIDE YOUR PERSONAL INFORMATION TO A CRB**

You authorise us to act as an access seeker within the meaning of section 6L of the Privacy Act to seek and obtain credit information on your behalf for the purposes of establishing which product is most suitable for your requirements and circumstances. If we act as your agent to obtain a report or information about your consumer or commercial credit worthiness from a credit reporting body (CRB), we may disclose personal information such as your name, date of birth, and address to the CRB to obtain an assessment of whether that personal information matches information held by it.

Credit information includes information such as your identity information, the type, terms and maximum amount of credit provided to you, repayment history information, default information (including overdue payments), court information, new arrangement information, personal insolvency information, disciplinary proceedings, complaints, delinquency, fraud investigations and details of any serious credit infringements.

## **CONSENT TO RECEIVE MARKETING INFORMATION**

You consent to us doing so and we may periodically provide you with information about new products and services available from us or from other businesses with whom we have a relationship. Your consent to our providing this information to you will be implied unless you notify us that you do not wish to receive this information.

## **CONSENT TO RECEIVE DOCUMENTS ELECTRONICALLY**

You consent to us providing you with documents by electronic communication, you confirm that paper documents may no longer be given and electronic communications must be regularly checked for documents. Consent to the giving of documents by electronic communication may be withdrawn at any time.

## **CONSENT TO BEING RECORDED BY VIDEO OR AUDIO CONFERENCING**

You consent to us obtaining personal information, financial information and credit information about you by video or audio conferencing for the purpose of arranging credit, providing credit assistance and give your permission for that video or audio conference to be recorded for this purpose.

**By signing this Privacy Disclosure & Consent, you agree that we may collect, use and disclose your information as specified above.**

Client 1

Signature:

Date:

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