

# S O D A W E A L T H

## CREDIT GUIDE & PRIVACY CONSENT

**Clients** ('you', 'your')

**About Us** ('we, us, our')

### CREDIT REPRESENTATIVE DETAILS

|                              |   |
|------------------------------|---|
| Credit Representative Name   | Oanh Dang                                       |
| Credit Representative Number | 522124  |
| AFCA Membership Number       | 75884   |
| Email                        | mortgage@sodawealth.com                         |
| Phone Number                 | +61 488 770 265                                 |
| Business Name                | SODA WEALTH                                     |
| Address                      | 50 Webster St, Malvern East VIC 3145, Australia |

### CREDIT LICENSEE DETAILS

|                                |  |
|--------------------------------|--|
| Australian Credit Licence Name | Red Rock Brokers Group Pty Ltd                       |
| Credit Licence Number          | 405961   |
| Address                        | Level 12, 1 Queens Rd, Melbourne VIC 3004, Australia |
| ABN                            | 40 149 728 030                                       |
| Phone Number                   | 1300 667 694   |



This is the Credit Guide of Red Rock Brokers Group Pty Ltd ABN 40 149 728 030, Australian Credit Licence 405961. We are licensed to arrange loans and leases under the National Consumer Credit Protection Act 2009. This Credit Guide is designed to assist you in deciding whether to use the services we offer. We will provide you with information on a range of lenders and products. Once you have chosen a loan or lease that is suitable for you, we will help you to obtain an approval.

## **Our Associations and Relationships**

All our credit representatives are accredited with a range of lenders. The lenders named below are the six lenders with whom we conduct the most business:

### **Licensee**

BOQ, AMP, VIRGIN MONEY, SUNCORP, NAB

### **Credit Representative**

AMP, BOQ, VIRGIN MONEY, LIBERTY, NAB, MACQUARIE

## **Our Responsible Lending Obligations to You**

We are obliged to ensure that any loan, or principal increase to a loan, we help you to obtain, or any lease we help you enter, is not unsuitable for you. To decide this, we may need to ask you some questions in order to assess whether the loan or lease is not unsuitable. 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 can only repay by selling your principal place of residence, it is presumed that the loan will cause substantial hardship unless the contrary is proved. For this reason we must ask you to provide a significant amount of information. It is important that the information you provide is accurate, complete and up-to-date. If we proceed on incomplete or incorrect information, you may be in breach of your legal obligations to the lender. We will provide you with a copy of our preliminary assessment of your application if you ask, within seven years of when we provided assistance to you. This requirement is only triggered if we give you credit assistance. 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. Although we may obtain a valuation, that is for our own use and you should not rely on it.

## **Our Best Interests Duty (BID) Obligations to You**

Mortgage brokers are required to act in the best interests of the consumer when providing credit assistance. The law requires us to:

- Act in the best interests of the consumer when providing credit assistance;
- Give priority to consumers where a conflict of interest is identified when providing credit assistance;
- Not accept conflicted remuneration.
- Gather and document information about a consumers' individual circumstances, requirements & objectives;
- Educate the consumer to make informed decisions;
- Assess relevant products in line with the consumers needs; and those options & the recommendation are presented.

## Our Fees and Charges

Depending on the nature of your requirements and the loan you seek we may charge a fee for providing credit assistance. If we do, it will be detailed in a credit quote advising you the maximum amount payable by you to us in relation to credit assistance services we provide to you. You may be charged a lender's application fee, valuation fees and other fees associated with the loan. These fees are not charged by us and will 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 fees are not payable by you. You may obtain information relating to reasonable estimates of those commissions and how they are calculated.

If we assist you with a non-consumer credit contract and you or the lender are in NSW, the law in that State requires that we also tell you that we have commission arrangements relating to this type of credit contract. When we provide you with credit assistance, you may ask us for a reasonable estimate of the commission likely to be received by the credit representative. From time to time, we may receive financial or non-financial benefits from lenders, lessors or others. Some or all of a commission received may be paid to the Credit Representative.

## Referral Fees

We may pay a referral fee (i.e. commission) for third party referrals. An example of a referrer would be a real estate agent or solicitor. This fee is not payable by you. This fee will be disclosed in the Credit Proposal Disclosure Document. You may on request obtain a reasonable estimate of the amount of commission and how it is calculated. Red Rock and your representative may also receive a benefit for referring you to other specialist service providers.

## Internal Dispute Resolution

If you are unhappy with our services, please contact us first by contacting our complaints manager on the following:

**Telephone**     [1300 667 694](tel:1300667694)  
**Email**            [brokers@redrockgroup.com.au](mailto:brokers@redrockgroup.com.au)  
**Post**              [PO Box 33142, Melbourne VIC 3004](mailto:PO Box 33142, Melbourne VIC 3004)  
**Website**        [www.redrockgroup.com.au](http://www.redrockgroup.com.au)

We will try to deal with your complaint within 45 days. If you are unhappy with any decision or the handling of a complaint by us, you can refer your complaint to our external dispute resolution provider below. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints.

## External Dispute Resolution

**Authority**     Australian Financial Complaints Authority (AFCA)  
**Telephone**   1800 931 678  
**Email**         [info@afca.org.au](mailto:info@afca.org.au)  
**Post**           GPO Box 3 Melbourne VIC 3001  
**Website**      [www.afca.org.au](http://www.afca.org.au)

You should ensure that you have approved finance, in writing from the lender, before entering a binding contract to purchase. It is important 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 with 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 full details of the loan. If you have any doubts, you should obtain independent legal and financial advice before you enter into 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.

# Privacy Consent



Red Rock Brokers Group Pty Ltd ABN 40 149 728 030, Australian Credit Licence 405961 and our related businesses, authorised representatives and credit representatives ('we', 'us', 'our') are collecting personal and financial information about you. We collect personal information to provide you with the services that you have requested, manage our relationship with you, for the purposes of assessing your application for finance and managing of that finance. We may also collect your personal information for the purposes of direct marketing and managing our relationship with you. From time to time we may offer you other products and services. If you would like to opt out of direct marketing material, please contact your credit representative. Red Rock Brokers Group Pty Ltd is collecting personal and credit-related information about you.

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 credit-related information and any other personal information you provide to arrange or provide credit and other services.
4. We may exchange the information with the following types of entities, some of which may be located overseas:
  - CRBs, 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 <https://www.redrockgroup.com.au/privacy/>

Our privacy policy contains information about how you may access or seek correction of the information we hold about you, how we manage that information and our complaints process. By signing this consent, you agree that we may collect, use and disclose your information also as specified below:

- You agree that we may collect and use and disclose your information as specified above.
- Consent to provide your personal information to a Credit Reporting Body (CRB).
- We can act as your agent to obtain a report or information about you consumer or commercial credit worthiness from a 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.

# Declaration & Consent



- I/ we declare that I am/ we are over the age of 18 and the information that we provide are true and accurate.
- I/ We have read the above information and understand the reasons for the collection of my/ our personal information and the ways in which the information may be used and disclosed and I/ we agree to that use and disclosure.
- I/ we have read and understand that the information that I/ we have provided will be shared with related and unrelated businesses as per the company's privacy policy.
- I/ We understand that the parties may cancel or refuse service(s) if information is found to be false or misleading.
- I/we agree to indemnify Us and our representatives from all claims, demands, costs, liabilities and expenses arising from a delayed settlement.
- I am/ We are aware that I/ we can access my/ our personal information upon request and if necessary, correct information that I believe to be inaccurate.
- I/ We understand that I/ we have read and understand the information contained within this form.

Client 1

Client 2

Signature:

Signature:

Date:

Date:

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