

# CREDIT GUIDE AND PRIVACY STATEMENT



# 1. ABOUT

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Issue date:

## Introduction

This Credit Guide (CG) provides you with important information about Mortgage Australia Group Pty Ltd and its Credit Representatives, who may provide you with credit services described in the CG.

As well as giving you important information that will help you decide if you want to use any of these services, it provides important information about:

- who we (Mortgage Australia Group Pty Ltd and our Representatives) are,
- the credit services we offer to help you evaluate and make an informed decision about whether to use the services described in this CG,
- the remuneration that we and relevant persons receive for the services,
- any arrangements which may influence our services to you,
- our Privacy Statement, and
- how we handle your complaints if you are not satisfied with the services provided.

## About you

Full Name:

Email:

Phone Number:

Address:

## About us

### Licensee:

Mortgage Australia Group Pty Ltd holds an Australian Credit Licence issued by the Australian Securities and Investment Commission (ASIC). We conduct business through a network of finance brokers who are appointed as Credit Representatives under our Licence. Mortgage Australia Group Pty Ltd is responsible for the advice and conduct of your finance broker as set out in this Credit Guide and will ensure they always act within your best interests.

### Broker Group:

Mortgage Australia Group Pty Ltd, Australian Credit Licence No. 377294 obtains mortgage aggregation services from Australian Finance Group Pty Ltd ("broker group"), ABN 11 066 385 822, Australian Credit Licence No. 389087.

### Credit Representative:

A "Credit Representative" is a person who has been authorized by a credit licensee to engage in specified credit activities on our behalf.

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#### AUTHORISED CREDIT REPRESENTATIVE

Adviser Name	Krishna Kulajayenthiran
Authorised Credit Representative Number	549574
Email	info@2KFinance.com.au
Phone	+61 451 148 418

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Address	14 Lambert Ct, TAYLORS HILL VIC 3037
<b>CREDIT LICENCE DETAILS</b>	
Licensee Name	Mortgage Australia Group Pty Ltd "Us"
Australian Credit Licence Number (ACL)	377294
Licensee ABN	99 091 941 749

## 2. CREDIT GUIDE

This Credit Guide provides you with the key information that you need to know to make an informed and confident choice when engaging our products and services.

This Credit Guide summarises our goals and standards, offerings, fees, and commissions. Please don't hesitate to ask if you need more information or clarification.

### Overview

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

Our relationships and alliances with likeminded quality organisations ensure we are positioned to offer the best quality service as well as offering complementary financial services where appropriate.

### Suitability of Loans to Your Financial Objectives

By law, before entering into a specific credit contract, we are obliged to conduct a Preliminary Credit Assessment to determine what kind of loans would be suitable for you. In consultation with you, we will explore and discuss with you your financial situation, financial objectives and borrowing needs before we determine which loan product may suit your requirements.

For the purposes of the Preliminary Credit Assessment, we will 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 inquiries about your requirements and objectives;
- make reasonable inquiries about your financial situation; and
- take reasonable steps to verify that financial situation.

The assessment will be conducted prior to recommendation of a particular product. The assessment will involve collection and verification of financial information to determine the appropriate loan amount and the loan costs associated with

entering a credit contract. This will ensure that your circumstances will be assessed appropriately and that the options suggested will not place you in financial hardship. Once completed, this Preliminary Credit Assessment is only valid for 90 days. A copy of the Preliminary Credit Assessment will be available to you, on request - this will be available up to 7 years after we provide you with credit assistance

Prior to the Preliminary Credit Assessment being conducted, we may provide you with Product summaries that highlight various key features and benefits of the product. We may also provide you with Product Comparison documents that allow you to compare the features and benefits of each product and assess the suitability to your requirements.

## Lenders and Lessors

Subject to meeting credit criteria, we will be able to assist you to obtain loans and leases from a broad range of lenders and lessors through our broker group.

The following are the lenders or lessors with which our licensee conducted the most business during 2020/2021: CBA, NAB, ANZ, Westpac, St George, Macquarie Bank

The following are the lenders or lessors with which I conducted the most business during 2020/2021:

The following are some of the lenders or lessors with which I have available for access through our broker group. Some are commercial only or unsecured lenders. As a mortgage broker I am able to offer choice across a number of products and have the opportunity to be accredited to arrange loans with the following panel lenders:

<b>LENDERS</b>			
86400	CBA	ING	Plenti
Adelaide Bank	Citibank	Judo Bank	Prima Capital
AFG Home Loans	Credit Union SA	Keystart (WA only)	Prosopa
AMMF	Deposit Assure	La Trobe	Qbank
AMP	Deposit Bond Australia	Latitude Financial	RedZed
Angle Finance	Deposit Power	Liberty	Resimac
ANZ	eMoney (AFM)	Macquarie	Scotpac Business
Australian Secure Capital	Firefighters Mutual Bank	ME Bank	Shift
Auswide Bank	Firstmac	Medfin	Society One
Automotive Financial	Flexicommercial	Metro Finance	St George
Banjo	Funding	MKM Capital	Suncorp
Bank Australia	Get Capital	Moneyplace	Symple Loans
Bank of China	Granite Home Loans	Mortgage Ezy	Teachers Mutual Bank
Bank of Melbourne (Vic)	Great Southern Bank	Moula	Think Tank
Bank of Queensland	Greenlight Auto Finance	My State	Tradeplus
Bank of Sydney	Health Professionals Bank	NAB	

## Fees, Charges, Commission and Disclosures

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<b>Fees payable by you to third parties</b>	<p>When the credit application (loan) is submitted, you may need to pay the lender's application fee, valuation fees, or other fees that are associated with the loan application process, even if the loan is ultimately unsuccessful.</p>
<b>Fees payable by you to the licensee</b>	<p>If a fee is payable by you, this will be disclosed in a Credit Quote that will be provided to you. If a Credit Quote is not supplied, this will indicate that we do not charge consumers any fees.</p>
<b>Payments received by the licensee</b>	<p>Please take notice that the licensee may receive fees, commissions, or financial rewards from Lenders or Lessors in connection with any finance we arrange for you. These fees are not payable by you.</p> <p>The commission / brokerage amount depends on the amount of the finance and may vary from product to product. We can provide you with information about a reasonable estimate of those commissions and how the commission is worked out if you require.</p> <p>Commissions are paid based on a percentage of the loan balance that is drawn down which in most cases will be net of any amounts you hold in an offset account. The way commissions are calculated and paid to us by lenders may vary. By following the responsible lending requirements, we will ensure the loan recommended to you is not unsuitable for your situation and objectives.</p>
<b>Fees payable by the licensee to third parties</b>	<p>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.</p> <p>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.</p> <p>From time to time, we may also remunerate other parties through payments, rewards or benefits.</p>
<b>Tiered Servicing Arrangements</b>	<p>Through your broker's relationships with lenders they may have access to tiered servicing arrangements. The benefits of this access to these arrangements can include faster processing, better information or greater levels of assistance provided for obtaining loan approval. Your broker will advise you of any tiered service arrangements that are in place with a particular lender that they have proposed at the time recommendations are made.</p> <p>Access to this program is not based solely on the volume of new or existing lending your broker's customers have with each respective lender and does not entitle them to any additional commissions outside of what they have disclosed to you, any additional payments or preferential customer discounts.</p>

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<b>Other disclosures, benefit or interests</b>	<p>Your AFG broker is prohibited from accepting gifts or inducements over \$350. Any benefit given to your broker greater than \$100 and less than \$350 will be recorded in a Gifts Register. A copy of your broker's register is available to inspect on request. If you wish to inspect the register, please contact your broker.</p> <p><b>Referrals</b></p> <p>We may receive obtain referrals from a range of sources, including accountants, financial planners, real estate agents and others. If you were introduced or referred to us, we may pay the referrer a commission, fee or remunerate them in other ways. Details of any</p>
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commission or fees being paid to the referrer will be included in the Credit Proposal Disclosure document provided to you.

### **Credit & Valuation Reports**

We may be provided access to free services such as credit report and valuations from our lenders. Details of any relevant services we may receive because of a recommendation we make to you, will be included in the Credit Proposal Disclosure document we provide to you.

### **Multiple Roles**

I may act in other roles or capacities related to the credit assistance provided to you. Each business activity is separate however I may be paid remuneration in my other business activities as a result of the credit assistance provided to you. Further details any relevant remuneration we may receive because of a recommendation we make to you, will be included in the Credit Proposal Disclosure document we provide to you.

Where I am unable to act in more than one capacity, I will refer you to another party who will provide you services due to a conflict of interest that cannot be managed appropriately by me.

### **Related Parties**

We have relationships with a number of related parties and associates. Details of any remuneration or possible conflicts these relationships will be included in the Credit Proposal Disclosure document provided to you.

### **Shareholding**

I may directly or indirectly hold shares in AFG or the lenders I recommend. Details of any material holdings will be included in the Credit Proposal Disclosure document provided to you. If my material holding does not enable me to act in more than one capacity, I will refer you to another party who will provide you services due to a conflict of interest that cannot be managed appropriately by me.

### **Ownership Structures**

I may act in other roles or capacities related to the credit assistance I provide to you. Each of business activities are separate from another however I may be paid remuneration in my other business activities as a result of the credit assistance we provide to you. Further details any will be included in the Credit Proposal Disclosure document I provide to you. Where I am unable to act in more than one capacity, I will refer you to another party who will provide you services that I am unable to due to a conflict of interest that cannot be managed appropriately by me.

### **AFG & AFG Home Loans**

AFG Home Loans Pty Ltd (including AFG Securities Pty Ltd) are wholly owned subsidiaries of AFG. AFG may receive additional remuneration for any white label AFG Home Loans or securitised AFG Securities products that are settled. The remuneration received is in addition to those amounts paid to AFG as a mortgage broker aggregator and/or licensee. Details of this remuneration will be disclosed in your AFG Home Loan documentation.

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## **Our Dispute Resolution procedures**

We are committed to providing you with the best possible service. If, at any time, we have not met our obligations, or you have a complaint about any of our services, please inform us so we can work towards a resolution. We will endeavour to deal with your complaint promptly, thoroughly and fairly.

If you have a complaint, try to resolve this first with our Credit Representative. If you are unable to resolve your complaint within five (5) business days, you can contact our Complaints Manager using any of the following methods.

In writing: 11 Gamin Vista, Aveley WA 6069  
Phone: 1800 180 800  
email: davidham@mortgageaustralia.com.au

We may ask for additional information and request you to put your complaint in writing to ensure your issue is properly investigated. In cases where your complaint will take longer to resolve, we will update you progressively.

Our Complaints Manager will acknowledge receipt of your complaint within five (5) business days. If unable to resolve the complaint/dispute to your satisfaction within five (5) business days, they will write to you advising the procedures we will follow in investigating and handling your complaint.

Within 45 calendar days from the date you lodged the complaint with us, we will write to you advising you the outcome of the investigation and the reason/s for our decision, or if required, we will inform you if more time is needed to complete the investigation.

## **Third Party Products or Services**

If your complaint relates to a product or service acquired through a third party (for example, a lender) we may ask you to contact the relevant third party. It will deal with your complaint under its complaint's resolution process.

If you are not satisfied with the resolution of your complaint by the third party under its complaint's resolution process, you are entitled to have your dispute considered by its External Dispute Resolution Scheme. Please contact the third party for further details.

## **External Dispute Resolution Scheme**

If you do not think we have resolved your complaint to your satisfaction, you may take the matter – free of charge – to our External Disputes Resolution Scheme (provided it is within the scheme's terms of reference) as detailed below, but if our internal process is still in progress, it may request that our internal processes be complete before considering the matter further.

Our external dispute resolution service provider is the Australian Financial Complaints Authority which can be contacted via:

Telephone: 1800 931 678 (free call)  
Website: <http://www.afca.org.au>  
Mail Address: GPO Box 3, Melbourne, VIC 3001  
Fax: 03 9613 6399

# 3. PRIVACY DISCLOSURE AND CONSENT

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## Privacy Statement

We need to collect personal information about you to provide you with our broking and related credit services. This privacy statement tells you how we collect your information, what we use the information for and with whom we share the information. If we collect information that can be used to identify you, we will take reasonable steps to notify you of that collection. In certain circumstances, we may also be required to collect sensitive information (such as health information) on behalf of the lender in the course of giving you credit assistance.

### How information is collected from you

We will collect your information from you directly whenever we can, like from enquiries we make of you when you seek credit assistance from us. We may verify that information from sources referred to in the responses to those enquiries or in this privacy statement.

### How information is collected from other sources

Sometimes we will collect information about you from other sources as the *Privacy Act 1988* permits.

We will do this only if it is reasonably necessary to do so, for example, where:

- we collect information from third parties about a loan or lease in relation to which you seek our services,
- we cannot get hold of you and we rely on public information to update your contact details, or
- we exchange information with your legal or financial adviser or other representatives.

### When the law authorises or requires collection of information

We may use your information for purposes including:

- giving you Credit Assistance,
- giving you information about loan products or related services,
- considering whether you are eligible for a loan or lease or any related service you requested,
- assisting you to prepare an application for a lease or a loan,
- administering services we provide, for example, to answer requests or deal with complaints,
- identifying you,
- telling you about other products or services we make available and that may be of interest to you, unless you tell us not to,
- telling you about other suppliers, with whom we have arrangements, that supply goods or services that may be of interest to you,
- allowing us to run our business efficiently and perform general administrative tasks,
- preventing or investigating any fraud or crime or any suspected fraud or crime,
- as required by law, regulation or codes binding us, and
- any purpose to which you have consented.

You can let us know at any time if you no longer wish to receive direct marketing offers from us. We will process your request as soon as practicable.

### What happens if you do not provide information?

If you do not provide your information to us, it may not be possible to:

- assist in finding a loan or lease relevant to your circumstances,
- verify your identity or protect against fraud, or
- let you know about products or services that might be suitable for your financial needs.

### Sharing Your Information - General

We may use and share your information with other organisations for any purpose described above.

### Sharing with your representatives and referees

We may share your information with:



- your representative or any person acting on your behalf (for example, lawyers, settlement agents, accountants, or real estate agents), and
- your referees, like your employer, to confirm details about you.

### **Sharing with third parties**

We may share your information with third parties in relation to services we provide to you or goods or services in which we reasonably consider you may be interested. Those third parties may include:

- the broker group through which we may submit loan or lease applications to lenders or lessors on the broker group's panel. You can view our broker group's privacy notice by clicking [HERE](#). It sets out how that broker group manages your personal information and where you can find its privacy policy,
- organisations which provide other products or services to you or to whom an application or referral has been made for those products and services,
- our Licensee,
- referrers that referred your business to us,
- financial services suppliers with whom we have arrangements,
- valuers,
- lenders, lessors, lender's mortgage insurers and other loan or lease intermediaries,
- organisations, like fraud reporting agencies, that may identify, investigate and/or prevent fraud, suspected fraud, crimes, suspected crimes, or other misconduct,
- Government or regulatory bodies as required or authorised by law. In some instances, these bodies may share the information with relevant foreign authorities,
- guarantors and prospective guarantors of your loan or lease,
- service providers, agents, contractors, and advisers that assist us to conduct our business for purposes including, without limitation, storing or analysing information, mentoring and training as applicable,
- any organisation that wishes to take an interest in our business or assets, and
- any third party to which you consent to us sharing your information.
- Australian Finance Group Ltd (AFG), each subsidiary of AFG, the Appointed Credit Service Provider and their organisation and any assignees or transferees of the commissions relating to any credit provided to me arranged by the Appointed Credit Service Provider or their organisation.

### **Sharing outside of Australia**

From time to time, we may use approved overseas organisations or service providers to help conduct our business. As a result, we may need to share some of your information (including credit information) with such organisations outside Australia. These organisations have an Offshoring Security Requirements approval in writing with both the Mortgage Australia Group and/or the Australian Finance Group.

We may store your information in cloud or other types of networked or electronic storage. As electronic or networked storage can be accessed from various countries via an internet connection, it's not always practicable to know in which country your information may be held. If your information is stored in this way, disclosures may occur in countries other than those listed.

Overseas organisations may be required to disclose information we share with them under a foreign law. In those instances, we will not be responsible for that disclosure.

### **Information about other people**

If you give information to us about another person (like your co-applicant) in relation to the services we provide, you will let that other person know that:

we have collected their information to provide those services or for any other purpose set out in this privacy notice, we may exchange this information with other organisations set out in this privacy notice, we handle their personal information in the way set out in our Privacy Policy and this privacy notice and they can:

- access or request a copy of that privacy policy or this privacy statement, or
- access the information we hold about that other person,
- by using our contact details above, and
- we may not be able to provide those services to you unless we obtain their information.

### **Feedback on the handling of your personal information**

Should you be dissatisfied with the manner in which the Credit Representative has handled your personal information, please contact us on the details listed above. We will take all necessary steps to investigate and address your concerns. If the issue you have raised is not resolved to your satisfaction, you should contact the Office of the Australian Information Commissioner at:

Telephone: 1300 363 992  
email: [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)  
Mail address: GPO Box 5218, SYDNEY, NSW 2001

You can obtain a copy of our full Privacy Policy by contacting us using the details above. You can learn more about the Privacy Act and your rights at <http://www.privacy.gov.au>

### **Privacy Policy**

You can find out more about how we manage your information by reading our Privacy Policy available by contacting us. Please see our contact details above. Also, you can read and obtain a copy of our Privacy Policy at the website address set out above. Our Privacy Policy sets out how you can ask us to access and seek to correct information we hold about you and how you may complain against us about a privacy issue.

**By doing business with us you agree that we may collect, use and disclose your information as specified unless you have explicitly withdrawn your consent.**

#### **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 deal with related parties on your behalf**

You hereby authorise us to receive information from any lender about your credit affairs, and to provide any relevant real estate agent, lawyer, conveyancer, agent or person authorised by you to access your information, with details of whether finance has been approved for you, and if it has, the terms of that approval, including providing a copy of any approval letter.

#### **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.

#### **Consent to obtain credit information**

You consent to us obtaining your credit information (including both consumer and commercial credit reporting and eligibility information) from a credit reporting body on your behalf. We are authorised to use that information to assist us to provide services, including credit assistance, to you and to assist you to apply for credit.

**By doing business with us, including providing us further information or correspondence after receiving this document, you agree that we may collect, use and disclose your information as specified unless you have explicitly withdrawn your consent.**

# 4. SIGNATURES

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## Declaration and Consent

You declare that you are over the age of 18 and the information we provided is true, correct and accurate.

You have read the above information and understand the reasons for collection of your personal information.

You have read the above information and understand the ways in which the information may be used and disclosed, and you agree to that use and disclosure.

You have read the above information and understand that the information that you have provided will be shared as per the company's privacy policy.

You fully understand that the parties may cancel or refuse service/s if the information provided is found to be misleading or false.

You are aware that you can access your personal information upon request and if necessary, correct information that you believe to be inaccurate.

You declare that you have read and understand the information contained within this form.

CLIENT 1:	CLIENT 2:
Signature:	Signature:
Date:	Date:

# Privacy disclosure statement and consent

Each consent given in this document continues until withdrawn in writing.

## Privacy disclosure statement and statement

I/We consent to you using Personal Information, financial information and Credit Information about me/us for the purpose of arranging or providing credit, providing credit assistance, insuring credit, and for direct marketing of products and services offered by you or any organisation you are affiliated with or represent each of which may contact me/us for such a purpose including by telephone and electronically and acknowledge that you may receive a fee or commission for referring me/us to a product or service provider, such as an insurance provider. In this document "you" means each of Australian Finance Group Ltd (AFG), each subsidiary of AFG, the Appointed Credit Service Provider and their organisation and any assignees or transferees of the commissions relating to any credit provided to me arranged by the Appointed Credit Service Provider or their organisation. In this document, 'Personal Information' includes any sensitive information (including health information) and any information I/we tell you about any vulnerability I/we may have.

The Personal Information provided by me/us will be held by you. I/We can obtain a copy of AFG's Privacy Policy at [www.afgonline.com.au](http://www.afgonline.com.au). Your privacy policy contains information about how I may access or seek correction of my Personal Information, how you manage that information and your complaints process. If I/we do not provide the requested Personal Information, I/we acknowledge that you may be unable to assist in arranging finance or providing other services.

You may disclose Personal Information about me/us to the following types of entities, some of which may be located overseas (including in USA, Canada, Malaysia, India, Ireland, the United Kingdom, Serbia and the Philippines):

- any persons who provide credit or other products or services to us, or to whom an application has been made for those products or services;
- any financial consultants, accountants, lawyers and advisers;
- any industry body, tribunal, court or otherwise in connection with any complaint;
- any person where you are required by law to do so;
- any of your associates, related entities or contractors (including printing/publication/ mailing houses, IT service providers, cloud storage providers, lawyers/accountants);
- our referees, such as our employers, to verify information we have provided;
- any person considering acquiring an interest in your business or assets;
- any organisation providing online verification of our identities;
- credit reporting bodies and other credit providers.

## Credit information

I/We hereby authorise you to receive Credit Information from any lender about my/our credit affairs, and to provide any relevant real estate agent, lawyer, conveyancer, agent or person authorised by me access to my Credit Information, with details of whether finance has been approved for us, and if it has, the terms of that approval, including providing a copy of any approval letter.

I/We appoint you as our agent and authorise you to obtain our Credit Information (including both consumer and commercial credit eligibility information) from a credit reporting body on our behalf. You are authorised to use that Credit Information to assist you to provide services, including credit assistance, to me/us and to assist me/us to apply for credit. You are also authorised to exchange my/our Credit Information with a credit reporting body. I/We acknowledge that you consent to these authorisations being provided in an electronic form (if applicable). In this document 'Credit Information' is personal information or an opinion about me that has a bearing on credit that has been provided to me or that I have applied for. This includes information such as my/our identity information, the type, terms and maximum amount of credit provided to me/us, repayment history information, default information (including overdue payments), court information, new arrangement information, financial hardship arrangement information including whether I have made a financial hardship arrangement with you, personal insolvency information, disciplinary proceedings, complaints, delinquency, fraud investigations and details of any serious credit infringements. 'Credit eligibility information' is credit reporting information supplied to you by a credit reporting body, and any information that you derive from it.

## Receiving information electronically

I/We consent to receiving credit assistance documentation and loan application information electronically. I/We acknowledge and agree that paper documents may no longer be given, electronic communications must be regularly checked for documents and this consent to receive electronic communications may be withdrawn at any time.

## Video or audio conference recording

I/We consent to you obtaining Personal Information, financial information and Credit Information about me/us by way of video conference and/or by way of audio conference for the purpose of arranging or providing credit, providing credit assistance or insuring credit and give my/ our permission for that video and/or audio conference to be recorded and provided to a credit provider, insurer or government agency for this purpose.

Full name of applicant 1

Signature of applicant 1

Date

Full name of applicant 2

Signature of applicant 2

Date

Name of appointed credit service provider