



# SHOGUN FINANCE

## CREDIT GUIDE & PRIVACY CONSENT

### About Us

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### Australian Credit Licence

<b>Australian Credit Licence</b>	Vow Financial Pty Ltd	<b>ABN</b>	66 138 789 161
<b>Australian Credit Licence Number</b>	390261	<b>Phone Number</b>	1300 656 922
<b>Address</b>	L11, 1 Chifley Square, Sydney NSW 2000, Australia		

# Credit Guide

This is the Credit Guide of Vow Financial Pty Limited ACN 138 789 161, Australian Credit Licence 390261. We are licensed to arrange loans and leases under the National Consumer Credit Protection Act 2009.

## About this Credit Guide

This Credit Guide is designed to assist you in deciding whether to use the services we offer.

## Services we provide

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 advisers are accredited with Vow Financial Pty Limited which is a wholly owned subsidiary of Yellow Brick Road Group Limited. We source finance from a panel of lenders.

The lenders named below are the six lenders with whom we conduct the most business:

{deal.owner.license.id6}

## 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.

## Our Fees and Charges

Generally, no fees or charges are payable by you to us for our credit assistance. In some instances, a fee for service may be required. Details of these fees will be set out in a Credit Quote.

However, 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.

When we provide you with credit assistance, you may ask us for a reasonable estimate of the commission likely to be received, directly or indirectly by Vow Financial and its credit representatives.

From time to time, we may receive financial or non-financial benefits from Vow, lenders, lessors or others. Some or all of a commission received by Vow may be paid to your Credit Representatives.

## Loyalty Bonuses

Vow may pay Loyalty Bonuses/Commissions to our credit representatives for referring to our Diversification Partners such as Vow Legal & Vow Conveyancing. Loyalty Bonuses and Commissions may vary between 20% and 25% of professional fees charged by the Diversification Partner. These fees are not payable by you.

## 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.

Vow Financial and your representative may also receive a benefit for referring you to other specialist service providers.

## Our Dispute Resolution Procedures

### Internal Dispute Resolution

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

#### Vow Head Office (Complaints Manager)

**Telephone** 1300 656 922  
**Email** [complaints@vow.com.au](mailto:complaints@vow.com.au)  
**Post** PO Box H265, Australia Square, NSW 1215  
**Website** [www.vow.com.au](http://www.vow.com.au)

We will try to deal with your complaint within 45 days.

If you want more information about our internal dispute resolution procedure, please contact us.

If you are unhappy with any decision or the handling of a complaint by us, you can refer your complaint to one of our external dispute resolution providers below. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints.

**For complaints, you can contact:**

#### Australian Financial Complaints Authority (AFCA)

**Telephone** 1800 138 422  
**Website** [www.afca.org.au](http://www.afca.org.au)  
**Email** [info@afca.org.au](mailto:info@afca.org.au)  
**Fax** 1800 931 678  
**Post** GPO Box 3 Melbourne VIC 3001

### Things you should know

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.

Vow Financial is required to have adequate arrangements in place to ensure you are not disadvantaged by any conflict of interest.

# Privacy Policy

Vow Financial Pty Limited ACN 138 789 161, Australian Credit Licence 390261 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.

1. The information you provide will be held by us.
2. You appoint us as your agent to act as an "access seeker" to obtain your credit information from any credit reporting body on your behalf and for the purposes of assisting you with your finance application. You authorise us to disclose any credit information we obtain to prospective financiers in connection with your finance application.
3. We may use your credit information and any other information you provide to arrange or provide finance and other services.
4. We may exchange the information with the following types of entities, some of which may be located overseas:
  - Prospective funders/ lenders, mortgage managers or other intermediaries and related parties in relation to your finance requirements;
  - Other related and unrelated organisations that are involved in managing or administering your finance such as third-party suppliers, printing and postal services, call centres;
  - Anybody who represents you, such as finance brokers, financial planners, lawyers and accountants;
  - Any industry body, tribunal, court or otherwise in connection with any complaint regarding our service;
  - Where we are required to do so by law;
  - Anyone, where you have provided us with consent;
  - Your employer, referees or identity verification services;
  - Any organization providing online verification of your identity;
  - Any person or business considering acquiring an interest in our business or assets.
5. You consent to the release of personal information relating to your investment(s) and/or insurance policies to our agents upon request.
6. 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 [www.vow.com.au](http://www.vow.com.au)

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.

If you do not provide the information, we may be unable to assist in arranging finance or providing other services.

## Consent and Declaration

Do you consent for us to send correspondence to you via email?

Yes  No

Do you consent to receive marketing information from us?

Yes  No

- 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 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.

\_\_\_\_\_  
Applicant 1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant 2

\_\_\_\_\_  
Date