



FREE MORTGAGE INFO
.com.au

Application Form

Application Form

Please fax the completed application form to: 1300 665 188

1. PERSONAL DETAILS

Applicant

Company Name

ACN

Address

CONTACT DETAILS

Tick your preferred method of contact

Phone

Fax

Mobile

Email

2. BILLING DETAILS

Billing Contact

Name

Billing Address

Contact Details

Credit Card Number

Expiry Date

Name on Card

Card type - Mastercard/Visa/Amex

Amex note 3% surcharge applies

3. OPTIONS

Preferred Postcodes

Installation Fee

\$995

Terms Sought

3 years

4. Applicant's Declaration

1. I apply for the right to access the on-line marketing system and administration area of the www.freemortgageinfo.com.au web site and acknowledge that www.freemortgageinfo.com.au may grant that right in accordance with the Terms and Conditions.
2. I acknowledge that www.freemortgageinfo.com.au may grant me the right to access the site in accordance with the information in this Application Form. Alterations or variations to this information may incur delays in granting the rights sought. I acknowledge that the mere submission of this Application Form does not in itself bind www.freemortgageinfo.com.au in any respect and www.freemortgageinfo.com.au may accept or reject my application in its absolute discretion.
3. I acknowledge that I can withdraw my application at any time prior to www.freemortgageinfo.com.au granting me the right to access the site without incurring any fees or costs. I am liable for all fees and costs incurred if acceptance of my application is communicated to me before I withdraw my application.
4. I acknowledge that in providing my bank account or credit card details I am authorising www.freemortgageinfo.com.au to operate a Direct Debit authority in accordance with clause 5.3 of the Terms and Conditions. I agree to provide my bank account or credit card details upon request and from time to time notify www.freemortgageinfo.com.au of any change in such details.
5. I acknowledge that I have read or been given the opportunity to read and agree to abide by the terms and conditions as set out herein
6. I acknowledge that I have read and agree to abide by the terms and conditions as set out in Schedule One – Privacy and Credit Information.
7. I acknowledge that I may terminate the agreement at any time by giving 60 days notice in writing of my intention to terminate.

Signed:

Applicant

Print Name (and office held if Company)

Date

Terms and Conditions

1. DEFINITIONS

- 1.1 **'Agreement'** means the Application Form together with these Terms and Conditions and as may be varied from time to time.
- 1.2 **'Application Form'** means Our Application Form signed or submitted by you;
- 1.3 **'Commencement Date'** means the date stated in the Application Form;
- 1.4 **'GST'** means:
 - a) the same as in the GST Law;
 - b) any other goods and services tax, or any tax applying to an Agreement in a similar way; and
 - (c) any additional tax, penalty tax, fine, interest or other charge under a law of such a tax.
- 1.5 **'GST Law'** means the same as 'GST law' in A New Tax System (Goods and Services Tax) Act 1999 (Cth);
- 1.6 **'www.freemortgageinfo.com.au'** means Varcity Solutions Pty Ltd (A.C.N 111 995 772) and its successors or assigns;
- 1.7 **'Personal Information'** means any information particular to the individual broker that identifies the broker or matters associated with the broker;
- 1.8 **'We', 'Us' and 'Our'** means or refers to myhousevalue.com.au;
- 1.9 **'User', 'You', 'Your' and 'Yours'** means the you, the agent
- 2.0 "Lead" shall mean a Lead that meets one of the following criteria: (i) the lead does contains a valid name, one valid contact phone number and is not for a Consumer who is subsequently proven to be a victim of identity theft; and (ii) the Lead is not a Duplicate Lead.

2. APPLICATIONS FOR THE RIGHT TO ACCESS OUR SYSTEM

- 2.1 www.freemortgageinfo.com.au operates under license an on-line finance lead generation service through the website www.freemortgageinfo.com.au. The website owner and Licensor is Varcity Pty Limited (A.C.N 107 216 697) (“Varcity”). www.freemortgageinfo.com.au discloses that Varcity has no involvement or interest in the website other than as owner. Interested parties submit their details and contact details. Based on the postcode submitted, a broker will then contact the interested party. This is a free service with no obligations imposed upon the interested party. The broker is not permitted to charge for this service.
- 2.2 Any broker seeking to apply to Us for the exclusive rights to access our system must complete the Application Form. The broker is not authorised to access our system for that postcode unless their application has been accepted by Us.
- 2.3 In making an application to Us, the broker warrants that they are a licensed broker and that they have suitable experience in the provision of mortgage broking.
- 2.4 The submission of an application form to Us is deemed to be an unconditional acceptance of these Terms and Conditions.

3. PRIVACY AND CREDIT INFORMATION

- 3.1 We are committed to the National Privacy Principles in the Commonwealth Privacy Act 1988 as well as any other applicable laws and codes affecting your personal and credit information.
- 3.2 The applicable privacy and credit information is contained in Schedule One of this Agreement.

4. EXCLUSIVE RIGHTS

- 4.1 We will grant the broker the exclusive right to access our system for a particular postcode(s) for a fixed period of three (3) years provided there is no breach of these Terms and Conditions by the broker. The provision of this right is dependent upon the payment of the licence fees as set out in clause 5 and strict compliance with these Terms and Conditions.
- 4.2 The exclusive right to access our system is restricted to a particular geographical location that is determined on the basis of postcodes. The broker will be assigned the postcodes upon acceptance of these Terms and Conditions.
- 4.3 Although every effort will be made to provide the broker with particular postcodes requested, the broker accepts that the provision of postcodes is dependant on availability and accordingly, We do not guarantee that any of the broker's preferred choice of postcode is or will be available.
- 4.4 We warrant that We will not grant the same rights to any other broker in any manner during the broker's term, provided the broker is not in breach of these Terms and Conditions.
- 4.5 At Our absolute discretion, upon the expiry of the initial term, We shall grant, for a license fee (as agreed between the parties), the non-exclusive right to access our system for an additional term (as agreed by the parties) on the terms and conditions of this Agreement (the 'additional term').
- 4.6 If the broker is seeking to apply for an additional term then the broker must give Us not less than thirty (30) days notice in writing of that intention prior to the expiration of the current term.

5. LICENCE FEE

- 5.1 In consideration of Us having granted the broker the right to access the on-line marketing system and administration area of the www.freemortgageinfo.com.au web site, the broker shall pay to Us a licence fee as follows;

Postcode Licence Fee

\$77.00 for each postcode

Lead Generation Licence Fee

A Lead generation fee of \$11.00 per lead provided.

- 5.2 The Postcode licence fee is payable by installments and monthly in advance. The Lead generation licence fee is payable monthly in arrears.
- 5.3 The instalment for the Postcode licence fee is due on the first day of each month. The broker must make such payment either on the date when the charges are due or within fourteen days after the broker is issued with a tax invoice, whichever is the later. The instalment for the lead generation licence fee is payable on the first day of the month following the preceding period.
- 5.4 In consideration of Us having granted the broker the right to access our system, the broker shall pay a one time only installation fee of \$995.00.
- 5.5 Payments by the broker are to be made by credit card facility. The broker must ensure that there are sufficient funds in the credit card facility on the due date for payment. Any dishonoured payments will incur a \$30.00 administration fee.
- 5.6 The licence fee and installation fee in connection with this Agreement is inclusive of GST.
- 5.7 We must, within 28 days of request from the broker, issue a tax invoice (or an adjustment note) to the broker for any supply under or in connection with our Agreement.
- 5.8 We will promptly create an adjustment note for (and apply to the Commissioner of Taxation for) a refund, and refund to the broker, any overpayment by the broker for GST but We need not refund to the broker any amount for GST paid to the Commissioner of Taxation unless We have received a refund or credit for that amount. to the agent any amount for GST paid to the Commissioner of Taxation unless We have received a refund or credit for that amount.

- 5.9 We reserve the right to review the applicable licence fee on the first and subsequent anniversaries of the commencement date. We will make all reasonable efforts to ensure that brokers are advised of the reviewed licence fees. The renewed license fee at each anniversary date of the license is binding on the broker as soon as it is communicated to the broker by Us in writing.
- 5.10 A licence fee instalment becomes overdue if not paid by the date due or within 14 days of the invoice being rendered. Overdue accounts will incur interest at the rate of 12 per cent per annum.
- 5.11 The broker indemnifies Us and will pay all costs and expenses (including legal costs on a solicitor and own client basis) incurred in recovering from you any overdue amount.
- 5.12 Further, We reserve the right to terminate this Agreement in accordance with the relevant provisions herein if a licence fee instalment is overdue and not paid in accordance with these Terms and Conditions.
- 5.13 Should the broker require training, then, We reserve the right to charge the broker for such training at Our current training rates.

6. BROKER OBLIGATIONS

- 6.1 The broker will, at its own cost and expense service the leads generated by the system unless otherwise agreed between the parties.
- 6.2 The broker must use all due care, skill and attention in the servicing of the leads generated by the system.
- 6.3 The broker shall comply with all reasonable directions by Us regarding the servicing of the leads including but not limited to the following:
 - 6.3.1 The broker will undertake and contact lead within 72 hours of receiving notice of the request from an interested party;
 - 6.3.2 The broker must seek Our written approval prior to undertaking any marketing or advertising campaigns relating to the promotion of www.freemortgageinfo.com.au to ensure brand consistency. We will provide artwork for inclusion in marketing or advertising campaigns free of charge;
 - 6.3.3 The broker will only use promotional materials purchased from Us when promoting www.freemortgageinfo.com.au. We will provide promotional materials at a reasonable cost. The current cost is 5.5c (inclusive of GST) per flyer. These costs may be varied from time to time in writing by Us; and
 - 6.3.4 The broker will be issued with an initial password for access to the system and will not divulge any such password to any other person other than persons directly employed by the broker. The broker may thereafter vary that password for their own security. We will not be responsible for any claims whatsoever resulting from the failure of the broker to keep his password secret.
- 6.4 The broker warrants that in accessing our system that they will act in accordance with any and all legislation, regulations and codes which they are bound to observe and will only use resources and means that they are legally entitled to use.
- 6.5 Further to clause 6.4, the broker will indemnify and keep harmless www.freemortgageinfo.com.au and Varcity Pty Ltd against any claim for loss or damage caused either by a breach by the broker of any statute, regulation or by-law in connection with the exercise or purported exercise of the rights under this Agreement or arising from any service or representations made or provided by the broker either under this Agreement or otherwise.
- 6.6 The broker may not without Our prior written consent during the continuance of the term assign, transfer or grant any sub-licence of its rights under this Agreement. Such consent may be withheld at Our absolute discretion and without assigning a reason for its refusal.

7. Indemnity

- 7.1 The broker releases and indemnifies both www.freemortgageinfo.com.au and Varcity Pty Ltd, and each of their respective servants and brokers against all actions, claims and demands which may be instituted against www.freemortgageinfo.com.au and/or Varcity Pty Ltd arising out of a breach of the Agreement by the broker or of any other person for whose acts or omissions the broker is vicariously or otherwise liable.

8. Liability of www.freemortgageinfo.com.au and/or Varcity Pty Ltd

- 8.1 www.freemortgageinfo.com.au and/or Varcity Pty Ltd shall be under no liability to the broker in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of goods or services supplied pursuant to our Agreement (including access to the website) or in respect of a failure or omission on Our part to comply with Our obligations under the Agreement.

9. Termination

- 9.1 The Agreement may be terminated immediately by Us by notice in writing in any of the following circumstances:
- 9.1.1 If the licence fee or any part of the licence fee are in arrears and unpaid for a period of thirty seven (7) days or more after the due date for payment;
 - 9.1.2 If the broker fails to follow all reasonable directions given by Us, including but not limited to those set out in Clause 6 and that failure has not been remedied by the broker within seven (7) days after service of a notice from Us requiring the broker to remedy the failure;
 - 9.1.3 If the broker fails to provide Us with satisfactory evidence of the broker's current licence within seven (7) days of being requested to do so;
 - 9.1.4 If the broker fails to perform and observe any of its obligations other than those set out specifically at 9.1.1, 9.1.2 and 9.1.3 above, and that failure has not been remedied by the broker within thirty seven (7) days after service of a notice from www.freemortgageinfo.com.au Pty Ltd requiring the broker to remedy the failure.;
 - 9.1.5 If an application is made against the broker in bankruptcy or for its winding up, or if the broker is otherwise insolvent or commits an act of bankruptcy.
- 9.2 The broker may terminate the Agreement without cause by giving Us 60 days notice in writing of its intention to terminate.

10 Entire Agreement

10.1 Our Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the whole agreement between the parties.

10.2 This Agreement does not create any partnership between the parties.

11. Notices

11.1 All notices which are required to be given under our Agreement shall be in writing and shall be sent to the address of the recipient as provided by the party. Any notice may be delivered by hand or by pre-paid letter or facsimile. Any such notice shall be deemed to have been served when delivered (if delivered by hand) or 48 hours after posting (except by pre-paid letter) or on transmission by the sender (if delivery by facsimile).

12. Assignment

12.1 We reserve the right to assign, whether in whole or in part, the benefit of our Agreement or any rights or obligations hereunder, without the prior written consent of the broker.

13. Law

13.1 Our Agreement shall be governed by and construed in accordance with the laws for the time being in force in the State of New South Wales, Australia and the parties agree to submit to the non-exclusive jurisdiction of the courts and tribunals of that State.

14. Severability

14.1 Should any part of our Agreement be or become invalid, that part shall be severed from our Agreement. Such invalidity shall not affect the validity if the remaining provisions of our Agreement.

15. Dispute Resolution

15.1 If a dispute arises out of or relates to this Agreement, or the breach, termination, validity or subject matter thereof, or as to any claim in tort, in equity or pursuant to any domestic or international statute or law, the parties to the Agreement and the dispute may (but are not obligated to) endeavour in good faith to settle the dispute by mediation administered by the Australian Commercial Disputes Centre (ACDC) before terminating this Agreement or having recourse to arbitration or litigation.

15.2 If the dispute resolution procedure under this clause is agreed in writing to be invoked by the parties, then the dispute resolution procedure prescribed in this clause must be followed and complied with by the parties, and a party claiming that a dispute has arisen must promptly give written notice to the other party to the dispute specifying the nature of the dispute.

15.3 On receipt of the notice specified in clause 15.2, the parties to the dispute must within seven (7) days of receipt of the notice seek to resolve the dispute.

15.4 If the dispute is not resolved within seven (7) days or within further period as the parties agree then the dispute is to be referred to ACDC.

15.5 The mediation is to be conducted in accordance with ACDC Mediation Guidelines that set out the procedures to be adopted, the process of selection of the mediator and the costs involved and which terms are deemed incorporated.

15.6 This clause will not merge on Termination.

16. Variation to Terms and Conditions

16.1 The broker acknowledges and agrees that these Terms and Conditions may be varied by Us from time to time. The broker agrees that it shall be bound to comply with these Terms and Conditions as amended from time to time. All amended changes shall be communicated to the broker in writing.

Schedule One - Privacy and Credit Information

Important Notice To Applicant(s) For Credit (Section 18(E)(1) Privacy Act 1988)

Notice of disclosure of your credit information to a credit reporting agency. (Privacy Act 1988)

Freemortgageinfo.com.au may give information about you to a credit reporting agency, for the following purposes:

- to obtain a consumer credit report about you, and/or
- to allow the credit reporting agency to create or maintain a credit information file containing information about you.

The information is limited to:

- Identity particulars - your name, sex, address (and the previous two addresses) date of birth, name of employer, and drivers licence number.
- your application for credit or commercial credit - the fact that you have applied for credit and the amount.
- The fact that Freemortgageinfo.com.au is a current credit provider to you.
- loan repayments which are overdue by more than 60 days, and for which debt collection action has started.
- advice that your loan repayments are no longer overdue in respect of any default that has been listed.
- information that, in the opinion of Freemortgageinfo.com.au you have committed a serious credit infringement (that is, fraudulently or shown an intention not to comply with your credit obligations).
- dishonoured cheques - cheques drawn by you for \$100 or more which have been dishonoured more than once.
- that credit provided to you by Freemortgageinfo.com.au has been paid or otherwise discharged.

Period to which this understanding applies

This information may be given before, during or after the provision of credit to you.

Statement By Applicant (s) For Credit

1. Giving information to a Credit Reporting Agency (Section 18E(8)(c) Privacy Act 1988)

Freemortgageinfo.com.au has informed me that it may give certain personal information about me to a credit reporting agency.

2. Access to Commercial Credit Information (Section 18L(4) Privacy Act 1988)

I/we agree that Freemortgageinfo.com.au may obtain information about me/us from a business which provides information about the commercial credit worthiness of persons for the purpose of assessing my/our application for consumer credit.

3. Access to Consumer Credit Information (Section 18K(1)(b), Privacy Act 1988)

I/we agree that Freemortgageinfo.com.au may obtain a consumer credit report containing information about me from a credit reporting agency for the purpose of assessing my/our application for commercial credit.

4. Exchange of Credit Worthiness Information (Section 18N, Privacy Act 1988)

I/we agree that Freemortgageinfo.com.au may exchange information with those credit providers named in this application or named in a consumer credit report issued by a credit reporting agency for the following purposes;

- to assess an application by me/us for credit
- to notify other credit providers of a default by me/us
- to exchange information with other credit providers as to the status of this loan where I am in default with other credit providers
- to assess my/our credit worthiness.

I /we understand that the information exchanged can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act.

5. Agreement to a credit provider being given a consumer credit report by a credit reporting agency to assess a guarantor (Section 18K 1(c) Privacy Act 1988)

I/we agree the Freemortgageinfo.com.au may obtain from a credit reporting agency a consumer credit report containing information about me/us for the purpose of assessing whether to accept me/us as a guarantor for credit applied for by, or provided to, the borrower(s) named in the agreement. I/we agree that this agreement commences from the date of this agreement and continues until the credit covered by the borrower(s) application ceases.

6. Agreement to a credit provider disclosing a report including a consumer credit report to potential or existing guarantor (Section 18K (1) Privacy Act 1988)

I/we agree that Freemortgageinfo.com.au may give to a person who is currently a guarantor, or whom I/we indicated is considering becoming a guarantor, a credit report containing information about me/us for the purpose of that prospective guarantor deciding whether to act as a guarantor, or to keep the existing guarantor informed about the guarantee. I/we understand that the information disclosed can include anything about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to disclose under the Privacy Act, and includes a credit report.