

LEND PARTNER

Service Terms

1 About

Lend Capital Pty Ltd ABN 12 612 877 442 (**Lend, we, us or our**) makes the Lend Partner platform available for use to approved parties. The service we offer is the use of Lend Partner Platform (Service). Our Platform:

- a. allows approved brokers to:
 - i. upload, store and submit loan applications to lenders who utilize the LendPartner platform;
 - ii. manage loan applications submitted through the platform
- b. choose from suggested lenders who meet predefined criteria at setup; (referred to as **the Platform**)

2. About this document

- a. This document sets out the terms and conditions (**Terms**) that apply to our users of our Service. Your agreement with us is wholly contained in this document and any approved Special Conditions set out in writing and signed by us.
- b. By using the Service, you agree to be bound by these terms.

3. Approval

3.1 Use of our Service is subject to:

- a. your acceptance of these Terms and any additional Special Terms that we may agree to in writing;
- b. your compliance with lenders application policies;
- c. your compliance with our Acceptable Use Policy and any other policy that we may introduce from time to time.

3.2 You warrant that all information you provide us in your application for approval is true and correct, and that where such information is no longer correct that you notify us immediately in writing.

3.3 Once we approve your application you and your employees have a limited right to use our Service in accordance with these Terms.

3.4 You must not:

- a. attempt to use our Service without first receiving our written approval to do so;
- b. allow any party to use our Service, except a loan applicant solely for the purpose of submitting their application;
- c. provide your log in or access credentials to any third party without our written approval.

4. Our relationship with you

You are an independent of us. Except in the case of anything to the contrary and to the extent set out in these Terms, you are not our employee or agent and have no

authority to act on our behalf or to bind us. You must not allow any person to believe otherwise.

5. Lender suggestions

5.1 Once you submit an application (and any additional information requested) into the Platform, it will match the application with suggestions of suitable lenders who may be able to provide finance to your client and nominate the most suitable lender based on clause 5.2.

5.2 The Platform makes these suggestions based on:

- a. lenders who have an agreement to accept loan applications through our platform;
- b. an algorithm which uses data points including loan amount;
- c. your settings and exclusions existing immediately prior to an application, for example you may exclude certain lenders from appearing in the suggestions.

5.3 The Platform will usually choose a suitable lender whose criteria is closest to match the applicant's requirements but:

- a. there may be instances of where no suggestions or multiple suggestions can be made;
- b. there may be instances where lenders refuse to accept loan applications even if the Platform has chosen that lender.

5.4 You acknowledge that:

- a. not all lenders in the market are available to accept loans;
- b. only lenders who we have agreements with may be available;
- c. your settings will affect whether some lenders are excluded;
- d. we do not give any warranty as to the suitability of a lender on our Platform;
- e. we do not warrant that all loans submitted through our Platform will be accepted;
- f. the choice of lender made by the Platform may not provide the best rates or loan terms, and it is your responsibility to determine whether they are suitable to the needs of your client;
- g. we may terminate our arrangements with certain lenders from time to time; and
- h. the choice made by the Platform is not intended to be a comparison of the entire loan market.

6. Commissions

6.1 In consideration for your use of our Service, we may receive a commission usually upon settlement from lenders who use the Platform when you use our Service to submit loan applications. You have no claim over commissions paid to us by lenders.

6.2 We may assist you to collect a commission from lenders for Settled Loans, we may do this via the Platform. Subject to clause 6.5, this commission will be equal to the Commission Rate.

6.3 In the case of Refinanced Loans commissions will not be paid on the existing amount of the loan but rather the total of new additional lending.

6.4 The Commission Rate is subject to change by lenders from time to time, and commission rates may vary depending on whether the loan applicant is an existing or new customer.

6.5 Where you owe money to a lender or us including for incorrect payments and overpayments, you:

- a. authorize us to set off any money you owe against commissions due to you;
- b. where there are no commissions to set off against, you will repay upon demand the disputed amount of the commission; and
- c. indemnify us against any liability to the lender.

6.6 Where a lender fails to pay a commission, we are not liable to you for payment.

6.7 In order to receive commissions, you must provide us with your bank account details. The bank account must be in your name.

6.8 For the purpose of this clause:

- a. **Settled Loan** means loans which are approved by a lender and paid out in full to bona fide customers.
- b. **Commission Rate** means the commission payable to you for a Settled Loan (and depending on the product type) at the time the loan becomes a Settled Loan, and which is set out in our Platform at the time a loan application is submitted, or as the relevant lender determines from time to time.

7. Loan Applications

7.1 Loan applications may be submitted to the Platform as follows:

- a. by you; or
- b. by the loan applicant once you have initiated the application.

7.2 You must ensure that either you or the loan applicant:

- a. complete all fields contained in the online application form;
- b. upload all necessary supporting documents;
- c. warrant that all information submitted to the Platform is true and correct;
- d. do not use the Platform for unlawful purposes.

7.3 It is your responsibility to ensure that you (or the applicant) submit all information necessary to process the application.

8. Third Party Services

8.1 The Platform relies on third party services to operate such as: a. Lender API in order to interact with the various lenders computer systems; b. Third party address verification and fraud protection tools;
(Third Party Services).

8.2 You acknowledge and agree that:

- a. where Third Party Services do not operate properly loan applications may be subject to errors, and that it is your responsibility to verify all loan applications submitted;
- b. where Third Party Services do not operate properly our Platform may not operate in whole or in part;
- c. a failure in Third Party Services is not a failure in our Platform; and
- d. we do not offer any service levels or give any warranties around the availability of our Platform.

8.3 Where you acknowledge something, you agree that your use of our Service is subject to these acknowledgments.

9. Data

9.1 You consent to our use of de-identified data in order to:

- a. improve our algorithm or the operation of our platform;
- b. use data to improve our business;
- c. share insights with our partners and other users of our Platform;

9.2 In order for our Platform to function it requires:

- a. you to access it via the internet;
- b. it requires a broadband connection capable of uploading large documents in a timely manner;
- c. certain information to be collected and stored within the Platform, this information may include personal information, and other sensitive information;

9.3 You acknowledge and agree that:

- a. access to the internet carries risks of having your devices, computers and network infected with viruses, trojans or other malware; and
- b. you should use security and anti-virus software to protect your devices, computers and networks that access the internet.

9.4 You consent to the collection, use, disclosure and storage of personal information, and sensitive information in order to use our Service including on the terms of our Privacy Policy and Collection Statement, and you warrant that you have obtained this written consent from loan applicants prior to entering any data or submitting any loan application through our Platform.

9.5 You consent to our use of personal information for marketing purposes. We will never sell your personal information, and sensitive information. You may opt out of receiving communications including those referred to in clause 10, from us at any time, however, we may not be able to provide our Service in some circumstances where you do.

9.6 You must ensure and warrant that you will not introduce into our Platform or our servers any:

- a. malware, adware, viruses, or Trojans;
- b. other content or material which may be detrimental to us or users of LenderPartner including racism, sexism, violence, gambling, tobacco, pornography, unlawful content or any form of discrimination or harassment.

10. Notifications

10.1 Our Platform has a default setting to send you various notifications to advise of the progress of loan applications or status changes.

10.2 You have the options of customizing which notifications you would like to turn on or off.

10.3 We recommend that all notifications remained turned on, however, where you turn some notifications off it may impact the effectiveness of our Platform.

10.4 You must use your best endeavours to ensure that:

- a. people you nominate to receive notifications from the Platform are aware and have agreed to receive such notifications;
- b. You do not use the Platform to harass, stalk or intimidate anyone.

11. Limited license

11.1 You have a limited license to use the Platform subject to these Terms.

11.2 You must not:

- a. reverse engineer, adapt, disassemble, decompile, copy or replicate Lender Partner or any part of it; and
- b. do anything which compromises or adversely impacts the operation of the Platform.

12. Confidential information

12.1 Confidential information means information of any kind and in any form: a. relating to you, to us, our clients, our business, projects, technology, software, processes, plans, strategies, finances, intellectual property, trade secrets, research, contractual arrangements and personnel; b. which by its nature is confidential or which a party knows or ought to know is confidential; c. which may provide a party or another person with a commercial advantage; and d. which if disclosed may be detrimental to the interests of the party whose confidential information is in question.

12.2 Confidential information does not include information which can be shown:

- a. is in or comes into the public domain other than by way of unauthorised disclosure;
- b. was already known to a party at the date of disclosure (as evidenced by written records) without any obligation of confidentiality; or
- c. was lawfully disclosed by a third party to a party without any restriction as to its use or disclosure.

13. Confidentiality obligations

13.1 A party must in relation to confidential information:

- a. use it solely for the purposes of performing its obligations under these Terms;
- b. hold it in strictest confidence and not disclose, release or make it available to any person except with prior written consent;
- c. not copy, reproduce, publish or circulate it or allow any other person to do so, except as permitted by these Terms;
- d. take all steps necessary to prevent its unauthorised disclosure;
- e. upon request, return it or destroy it and certify that it has been done;
- f. notify the other party immediately in writing if it is suspected or aware of any unauthorised disclosure; and
- g. do anything reasonably required to restrain unauthorised disclosure or mitigate any damage which may result from unauthorised disclosure.

13.2 Nothing in these Terms prevents disclosure of confidential information where

required by law provided the party whose confidential information is in question is given as much prior notice as possible and the disclosure is limited to the extent of the legal requirement.

14. Intellectual Property

- a. We own the intellectual property rights in the Platform and the associated trademarks and domain names.
- b. You must not:
 - i. do anything which may infringe, jeopardise or challenge such rights;
 - ii. commercialise or attempt to commercialise such rights.

15. Liability

15.1 To the maximum extent permitted by law:

- a. our Service is provided on an 'as is' basis and we exclude all implied conditions, warranties, guarantees and representations of any kind;
- b. neither party is liable for any direct, indirect or consequential loss, damage, cost or expense of any kind (however caused or arising, including by negligence) arising from or in any way connected with us, our Service or your use of our Platform; and
- c. each party's liability under these terms is capped at \$1000.

15.2 If you are an Australian consumer, within the meaning of the Australian Consumer Law ('ACL'), the ACL sets out certain consumer rights and remedies that cannot be excluded, restricted or modified. These Terms are subject to the ACL and do not exclude, restrict or modify them where it would be unlawful to do so.

16. Suspension or Termination

- a. We may suspend or terminate your use of our Service where we become aware of or suspect:
 - i. a breach of these Terms;
 - ii. unlawful act or omission including actual or suspected fraud;
 - iii. any act or omission which threatens the security and stability of our Platform or the infrastructure that supports it; and
 - iv. where we decide to no longer provide the Service in our sole and unfettered discretion.
- b. You may cease using our Service at any time on written notice.
- c. We may cease providing use of our Service at any time, but where we do, we will notify you in writing.

17. Obligations

17.1 When using our Service you must ensure that:

- a. you comply with our reasonable directions;
- b. you promote finance products with due care, and skill, in a professional manner;
- c. you do not mislead or deceive any loan applicant, and only use up to date and relevant information to promote finance products;
- d. ensure that you hold all necessary licenses and regulatory approvals required to use our Service;

- e. you comply with the all applicable laws and comply with the AFIA Online Small Business Lenders Code of Practice;
- f. you act honestly and in good faith with us and with loan applicants;
- g. our Service is only used for business loans for a business purpose unless we agree otherwise in writing.

18. GST

18.1 In this clause, the following expressions have the same meaning as in the GST Act:

- a. taxable supply;
- b. consideration;
- c. value;
- d. acquisition;
- e. taxable supply;
- f. input tax credit;

18.2 Commissions are taken to be GST inclusive unless they are expressed to be 'GST exclusive', '+ GST' or similar.

18.3 Where any amount is GST inclusive, it is the gross amount, inclusive of any GST payable in respect of any taxable supply for which that amount is paid. Otherwise:

- a. The consideration payable by a party represents the value of any taxable supply for which payment is to be made;
- b. If we make a taxable supply for a consideration, which represents its value, then you must pay immediately the amount of any GST payable in respect of the taxable supply.

18.4 If these terms require you to pay, reimburse or contribute to an amount paid or payable by us in respect of an acquisition of a taxable supply from a third party, the amount you must pay, reimburse or contribute will be the value of the acquisition by us less any input tax credit to which we are entitled plus, if our recovery from you is a taxable supply, any GST payable under this clause.

18.5 We may recover any GST payable under this clause.

18.6 We may issue a recipient created tax invoice where we make a taxable supply.

19. Miscellaneous

- a. We may amend these Terms from time to time by giving you written notice. Amendments will not apply retrospectively.
- b. You may not assign any part of your rights or obligations under these terms without our prior written consent.
- c. The parties rights, remedies and powers under these terms are cumulative and not exclusive of any rights, remedies or powers provided to us by law.
- d. If we overlook a breach of these Terms on one or more occasions, we are not taken to have agreed to any future breach.
- e. If a provision of these Terms is unenforceable it must be read down, to the point of severance if necessary.
- f. These Terms and any written Special Conditions (agreed to by the parties mutually in writing) constitute the entire agreement between you and us in relation to its subject matter and supersede all other agreements, arrangements or understandings.

- g. These Terms are not to be construed against a party because that party was responsible for its preparation.
- h. These Terms are governed exclusively by the law of Victoria, Australia, and any dispute may only be heard in the Courts of Victoria Australia.