

LENDING HUB

Borrower and Loan Agreement

Please read this Agreement carefully, print it and retain a copy of this information for your records. By completing a Borrower Application on Lending Hub you agree to do business online with Lending Hub and enter into this Agreement.

Version: 1.1 (3 March 2009)

**LENDING HUB
BORROWER AGREEMENT**

1. Date and Parties to this Agreement

This Agreement is between you, a Registered Member (with the Unique Username as registered with Lending Hub or as stated in the Loan Summary) and Lending Hub.

2. Introduction

- (a) Lending Hub provides a service to facilitate the formation of a Loan between a Borrower and one or more Lenders who are all Registered Members of Lending Hub. This Borrower and Loan Agreement (the "Agreement") is made and entered into by you (the "Borrower") and is between you and Lending Hub.
- (b) Under this Agreement Lending Hub is the only party with recourse against you the Borrower for payment of the Loan. Lending Hub has a separate Lender and Service Agreement with each Lender that provides authority for Lending Hub to manage and service this Loan on behalf of each Lender
- (c) Under this Agreement the Borrower promises to pay the Lenders, by paying to order of Lending Hub the Total Amount Repayable as set forth in The Loan Summary.
- (d) This Agreement, along with the Lending Hub Terms and Conditions of Use, The Loan Summary and Lending Hub's fees and charges as posted on the Lending Hub Site, represent the entire agreement between you and Lending Hub regarding your participation as a Registered Member with Lending Hub, and supersede all prior or contemporaneous communications, promises and proposals, whether oral, written or electronic, between us with respect to your involvement with Lending Hub.

3. Glossary of Terms

Average Rate Bid or the **Annual Interest Rate** means the weighted average of all interest rates bid successfully by all the Lenders bidding on a Loan. This is the interest rate that the Borrower is required to pay on the Loan and is used to calculate the Borrower Loan Repayments

Bid means when a Lender makes an offer to lend a Bid Amount at a Bid Rate on a Loan Listing. This is a legally binding obligation by the Lender to then provide funds at Loan Settlement, subject to a Loan Listing closing with sufficient bids to fully fund the Loan Amount. A bid may be considered to be either 'winning', 'partially winning' or 'losing'. Successful bids are those bids that are 'winning' or the winning component of 'partially winning' bids.

Bid Amount means the amount (in Australian Dollars) that a Lender has Bid successfully and that has been transferred to the Borrower at Settlement. A Bid Amount is associated with a Bid Rate.

Bidding Period means the period that a Loan Listing is available and open for Lender to placed Bids. At the end of the Bidding Period the Loan Listing is deemed to be closed and no further bids are possible. A fully funded Loan Listing will then proceed to Settlement.

Bid Rate means the interest rate (as a percentage) that a Lender offers when placing a Bid on a Loan Listing. This interest rate is used to calculate the Lender Monthly Installments

Borrower means a Lending Hub member that has completed a Borrower Application on Lending Hub

Borrower Application means the online application that a Registered Member completes on the Lending Hub site to become a Borrower

Borrower Fees means the fees that Lending Hub charges Borrowers including, settlement fees, Borrower Application fees and any other fees as detailed in The Loan Summary

Borrower Loan Repayments means the monthly scheduled repayments as detailed in The Loan Summary that are required to be made by the Borrower until the Loan (inclusive of principal and interest) is repaid in full.

**LENDING HUB
BORROWER AGREEMENT**

Credit Bureau means the credit reporting agency and other third-party service providers that Lending Hub uses to obtain Borrower credit and identity related information.

Credit Rating means the credit score (denoted by letters or numbers) that Lending Hub (or one of its third-party service providers) calculates based upon information provided by a Borrower and a Borrower's credit history obtained from a Credit Bureau. The Credit Rating is displayed publicly on each Loan Listing page

Comparison Rate is an effective annual interest rate calculated by Lending Hub that includes relevant fees charged by Lending Hub to the Borrower. This rate is used purely for comparison purposes by the Borrower

Delinquent Loan or **Default** means when a Borrower's Loan Repayments are 5 business days or more overdue

Lender means a Lending Hub member that has completed a Lender Application. A Lender is able to Bid on Loan Listings

Lender Application means the online application that a Registered Member completes on the Lending Hub site to become a Lender

Lending Account means a deposit or collection account maintained by Lending Hub for each Lender's benefit

Lender Fees means the fees that Lending Hub charges to the Lender, as set out in the the Loan Summary. The Lender Fees are deductible from the Lender Monthly Installments

Lending Hub means the peer to peer loans or social lending business owned and operated by SVConcepts Pty Ltd, ACN 127 045 998

Lending Hub Website Terms and Conditions of Use means the terms and conditions of use posted or displayed on the Lending Hub Site from time to time

Loan Amount means the amount (in Australian dollars) that a Borrower wants to borrow; this amount is stated in the Loan Listing page.

Loan Listing means a page on the Lending Hub Site that displays all of a Borrower's publicly visible information and details for their proposed Loan. Each Loan Listing page is accessible via a unique URL on the Lending Hub Site

Loan means the agreement between the Borrower and the Lender(s) under which the Lender(s) advances a principal sum to the Borrower and the Borrower incurs an obligation to repay that principal sum and the interest on it, where the details of principal and interest are set out in The Loan Summary

Loan Summary is a separate document to this Agreement that details specific information with respect to the Borrower's Loan. The Loan Summary is a legally binding document that should be read in conjunction with this Agreement.

Lender Monthly Installments means the portion of the Borrower Loan Repayments that Lending Hub remits, net of Lender Fees to each Lender as per The Loan Summary

Login Email means the unique email that a person uses when joining Lending Hub. Each Registered Member on Lending Hub has a unique Login Email (also termed the registered email address).

My Account means the section of the Site that a Registered Member can access using their Unique Username and Password to monitor their account activity, transactions and personal details

Nominated Account means the bank account details as provided by the Lender or Borrower to Lending Hub

Overdue Loan means when a Borrower's Loan Repayments are 1 to 4 business days overdue

Password means the secure password that a person selects when joining Lending Hub

**LENDING HUB
BORROWER AGREEMENT**

Registered Member means whenever a person joins Lending Hub and enters a Unique Username, Password and Login Email. A Registered Member may then proceed to complete a Borrower Application or a Lender Application.

Settlement means when Lending Hub arranges for the collection of funds from all Lenders (that successfully Bid on a Loan Listing) and transfers the Loan proceeds to the Borrower on a specified date after the Bidding Period ends

Site means the Lending Hub website based at lendinghub.com.au or other website that Lending Hub uses to deliver its business and services to the public or its Registered Members.

Unique Username means the publicly visible screen name or username chosen by a person when they join Lending Hub

4. Interpretation

- (a) In this Agreement, except where the context otherwise requires,
 - (i) the singular includes the plural and vice versa, and a gender includes other genders;
 - (ii) a reference to dollars, AUD or \$ is to Australian currency;
 - (iii) a reference to time is to New South Wales, Australia;
 - (iv) headings are for ease of reference only and do not affect interpretation.

5. Borrower Activities on the Site

5.1 Registration as a Borrower

- (a) A Registered Member must complete a Borrower Application process on Lending Hub which may include identity verification, income verification and bank account verification prior to being considered a Borrower. As part of the Borrower Application process you must give us details of your a valid Australian bank account that you have the right to access.
- (b) When you complete a Borrower Application you agree to comply with the terms and provisions of this Agreement (including The Loan Summary), the Lending Hub Terms and Conditions of Use, and other agreements or policies posted on the Lending Hub Site.

5.2 Authorization to Obtain Credit Report

- (a) You authorize Lending Hub to obtain a credit report from a Credit Bureau, or other service provider that holds your credit history and related details. Lending Hub might use your credit report for authentication, credit scoring and credit decisioning purposes. Your Credit Rating will along with some personal and credit information might be displayed with your Loan Listing to other Lending Hub members or the public to facilitate their own credit decision. You authorize Lending Hub to verify information in your credit report, and you agree that Lending Hub may contact third parties to verify any such information. Lending Hub will require and obtain from Credit Bureau a copy of your credit report each time you request a Loan.

5.3 Authorization to Verify Information and Identity

- (a) You authorize Lending Hub undertake verification procedures to confirm your personal identity, your bank account, your stated income and any other information that you provide to us through the production of appropriate documentation by the Borrower. You also accept that Lending Hub may provide your information to a third party to conduct information and identity verification and you hereby authorize Lending Hub to request and obtain data from the third party to verify any information about you.

5.4 Direct Debit Authority

- (a) You authorize Lending Hub (or a nominated third-party) to withdraw the Borrower Loan Repayments from your Nominated Account via Direct Debit or other automatic debit system.
- (b) Should a Direct Debit or other automatic debit system not be possible or fail to operate then you are still obligated under this Agreement to make all repayments as stipulated in The Loan

**LENDING HUB
BORROWER AGREEMENT**

Summary. It is your obligation to provide Lending Hub with alternate banking arrangements to satisfy prompt and timely repayments to Lending Hub should this eventuality occur.

- (c) If for any reason a Direct Debit or other automatic debit system is required to be refunded by Lending Hub to your financial institution or is required to be reversed you are still obligated to make the payment in question to Lending Hub via an alternate payment method to Lending Hub within 3 Business Days of being informed of the requirement to do so by Lending Hub.

5.5 Request for a Loan and Loan Listings

- (a) As a registered Borrower you may create a request for a loan ("Request") which if approved by us will appear on the Site as a loan listing page (a "Loan Listing"). Upon submission of your request for a loan, you authorize Lending Hub to display your information and requested loan details in the form of a Loan Listing on the Lending Hub Site.
- (b) The Loan Summary will specify the amount, maximum interest rate and other details of this Loan Listing.
- (c) Lending Hub may send your Loan Listing to potential lenders in an effort to accelerate funding for your Loan Listing and Lending Hub may also publish your Loan Listing on other sites or in other forms (such as newspapers, magazines and other media).
- (d) Should you publish or publicise your Loan Listings on websites other than the Site, you do so at your own risk and Lending Hub will assume no liability or responsibility whatsoever in relation to such listings.
- (e) Lenders may elect at their discretion to place Bids on your Loan Listing up until the end of the Bidding Period.
- (f) LENDING HUB DOES NOT WARRANT OR GUARANTEE THAT YOUR REQUEST WILL BE FUNDED, OR THAT YOU WILL RECEIVE A LOAN AS A RESULT OF POSTING A REQUEST.
- (g) Lending Hub may remove your Loan Listing in case of any inaccuracy or omission in your Loan Listing, or any other violation of this Agreement.

5.6 Obligation to Accept Funding

- (a) If your Loan Listing receives full funding within or at the end of the Bidding Period, you are obligated to accept funding and are bound by the terms of this Agreement and the Loan as detailed and summarised in The Loan Summary. You have no right to rescind any Loan after the loan has been fully funded.
- (b) BY SUBMITTING YOUR REQUEST, YOU ARE COMMITTING TO OBTAIN A LOAN IN THE AMOUNT SPECIFIED IN YOUR REQUEST AT THE INTEREST RATE SET FORTH IN YOUR REQUEST, SHOULD YOUR REQUEST BE FUNDED, AND TO DOING BUSINESS WITH LENDING HUB ELECTRONICALLY AND ENTERING INTO THIS AGREEMENT. YOU HAVE NO RIGHT TO WITHDRAW YOUR REQUEST OR LOAN LISTING DURING OR AFTER THE BIDDING PERIOD, AND ARE OBLIGATED TO TAKE YOUR LOAN IF YOUR LOAN LISTING IS FULLY FUNDED BY THE END OF THE BIDDING PERIOD. YOU HAVE NO RIGHT TO RESCIND THE LOAN.

5.7 Other Borrower Obligations

- (a) You agree that you will not, in connection with your Request (i) make any false, misleading or deceptive statements or omissions of material fact in your listing; (ii) misrepresent your identity, or describe, present or portray yourself as a person other than yourself, (iii) give to or receive from, or offer or agree to give to or receive from any Lending Hub lender or other person any fee, bonus, additional interest, kickback or thing of value of any kind or (iv) represent yourself to any person, as a representative, employee, or agent of Lending Hub, or purport to speak to any person on behalf of Lending Hub.

5.8 Settlement and Borrower Fees

- (a) If your Loan Listing receives full funding by the end of the Bidding Period Lending Hub will organise for Settlement of the Loan. This process involves the collection of all required funds from the Lenders and transferring the Loan Amount to you net of any Lending Hub fees.

**LENDING HUB
BORROWER AGREEMENT**

- (b) You must pay Lending Hub all Borrower Fees as stated in The Loan Summary or required by us for you to submit a Borrower Application. In addition Lending Hub or other third-party service providers that Lending Hub use, may charge you additional fees as stated in The Loan Summary or on the Site.
- (c) Lending Hub will charge you a Settlement Fee as compensation for settling and processing the Loan. This fee will be deducted from your Loan proceeds, so the Loan proceeds delivered to you will be less than the full Loan Amount stated on your Loan Listing.
- (d) Loan proceeds will be transferred electronically into your Nominated Account on or about the day of Settlement.

5.9 Calculation of Repayments

- (a) The Borrower Loan Repayments amount is calculated using 1/12th the Annual Interest Rate percentage as stated in The Loan Summary. Interest is calculated on a monthly basis upon the unpaid balance.
- (b) The Default Rate is charged in addition to the Annual Interest Rate when a Loan is Delinquent

5.10 Making Your Loan Repayments

- (a) You agree to make your loan repayments including principal and interest during and throughout the term of the Loan as stated in The Loan Summary
- (b) All payments made by the Borrower are to be made in immediately available in lawful money of Australia. To ensure timely payment the Borrower authorises Lending Hub to make monthly automated withdrawals (the "Automatic Debit") from a bank account designated by the Borrower (using an automated system such as Direct Debit or such other method that Lending Hub may elect at its discretion from time to time) into Lending Hub's bank account.
- (c) It is the Borrower's obligations to pay when due all amounts payable under this Agreement, as and when they fall due.
- (d) All payments are to be applied first to the payment of any outstanding or accrued fees, expenses and other amounts due to Lending Hub, then to accrued interest, and then the balance on account of outstanding principal
- (e) Any payment received after 3:00 P.M. on a banking day is deemed received on the next succeeding banking day.

5.11 Prepayments and Early Repayment

- (a) The Borrower can make any an early payment or repay the entire Loan (principal and accrued interest) as specified in The Loan Summary.
- (b) Any partial prepayment is to be applied against the principal amount outstanding and does not postpone the due date of any subsequent monthly instalments.

5.12 Late or Overdue Payments

- (a) In the event that any Automatic Debit does not occur on the scheduled day of payment (and Lending Hub's Automatic Debit service provider is unable to make this withdrawal on or near the scheduled payment date) then Lending Hub or its Automatic Debit service provider reserves the right to charge the Borrower a Late Payment Fee as indicated in The Loan Summary. Any such late charge assessed is immediately due and payable and the Borrower authorises Lending Hub to make an automated deduction from the Borrower's Nominated Account.
- (b) Each attempt to collect a payment is considered a separate transaction, so an unsuccessful payment fee will be assessed for each failed attempt.

5.13 Defaults and Delinquent Loans

- (a) The Borrower will be deemed in Default and the Loan is termed a Delinquent Loan if the Borrower:
 - (i) fails to pay any amount due under this Agreement; or

**LENDING HUB
BORROWER AGREEMENT**

- (ii) files or has instituted against it any bankruptcy or insolvency proceedings or any assignment for the benefit of creditors; or
 - (iii) dies or becomes disabled or makes any material misrepresentation in this Agreement or any other documents, applications or related materials delivered to Lending Hub with respect to this Agreement.
- (b) Upon Default, Lending Hub may exercise all remedies available under applicable law, including demand upon the Borrower to immediately pay all amounts owed under this Agreement.
- (c) In addition, when a monthly payment becomes thirty (30) days past due, your Loan may be referred to a debt collection agency. Lending Hub may provide the debt collection agency full authority to collect the outstanding amounts due on the Loan from you.
- (d) Lending Hub may also charge you the following in addition to your standard accrued interest and Borrower Fees:
 - (i) an additional interest rate on any amounts overdue when your Loan is in Default at the Default Interest Rate (calculated on a daily basis) as specified in The Loan Summary. To be explicit, the total interest rate payable on overdue amounts is the Annual Interest Rate plus the Default Interest Rate; and
 - (ii) Any other fees or costs that Lending Hub or the debt collection agency may incur in attempting to collect any overdue amounts from you.
- (e) Lending Hub or the debt collection agency, when authorised, may report loan payment delinquencies in excess of 30 days to one or more Credit Bureaus in accordance with applicable law. This may affect your credit profile or credit rating and may impact your ability to obtain credit in future

5.14 Restrictions on Use

- (a) You are not authorized or permitted to use Lending Hub to obtain, or attempt to obtain, a loan for someone other than yourself. You must be the owner or have authority to access the bank account that you provide to Lending Hub.

5.15 Termination

- (a) Lending Hub may in its sole discretion, with or without cause, terminate this Agreement at any time by giving you notice as provided below. LENDING HUB HAS THE RIGHT TO TERMINATE YOUR REGISTRATION IMMEDIATELY AND WITHOUT NOTICE UPON LENDING HUB'S REASONABLE DETERMINATION THAT YOU COMMITTED FRAUD OR MADE A MATERIAL MISREPRESENTATION IN CONNECTION WITH A LOAN, PERFORMED ANY PROHIBITED ACTIVITY, OR OTHERWISE FAILED TO ABIDE BY THE TERMS OF THIS AGREEMENT OR THE LENDING HUB TERMS AND CONDITIONS OF USE.
- (b) Upon termination of this Agreement by Lending Hub, any open Listings you have placed on the Lending Hub Site shall terminate, and will be removed from the Lending Hub Site immediately. Any Loans you obtain prior to the effective date of termination resulting from Listings you had placed on the Lending Hub Site shall remain in full force and effect in accordance with their terms.

5.16 Lending Hub's Right to Modify Terms

- (a) Lending Hub has the right to change any term or provision of this Agreement or the Lending Hub Terms and Conditions of Use EXCEPT WHERE EXPRESSLY STATED OTHERWISE IN THIS AGREEMENT.
- (b) Should Lending Hub change any part of this Agreement or the Lending Hub Terms and Conditions of Use Lending Hub will give you notice, which may be in the form of a posting on the Lending Hub Site or via electronic mail or any other method that Lending Hub so elect from time to time.

**LENDING HUB
BORROWER AGREEMENT**

5.17 No Warranties

- (a) EXCEPT FOR THE REPRESENTATIONS CONTAINED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY, INCLUDING, BUT NOT LIMITED TO, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.18 Limitation on Liability

- (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY TO THE OTHER REGARDING THE EFFECT THAT THE AGREEMENT MAY HAVE UPON THE FOREIGN, FEDERAL, STATE OR LOCAL TAX LIABILITY OF THE OTHER.

5.19 Non Solicit and Unauthorised Dealings

- (a) A Registered Member of Lending Hub may not request, require or accept another Lending Hub member to provide proof of identity, proof of employment, financial statements, a credit report, or authorization to obtain a credit report.
- (b) In addition you agree to not to post, upload, display, transmit, share, store, publish or make publicly available on the Site or on any other website, or in any email or other medium of any kind, any private or personally identifiable information of any other Lending Hub member. This information includes but is not limited to, names, dates of birth, addresses, phone numbers, email addresses, Medicare numbers, driver's license numbers, bank account or credit card numbers, personal financial details, or education or school details, and applies whether or not such information is already in the public domain or is displayed or inferable on the Site, or obtainable from third-party sources unrelated to the Site (such as search engines or social networking sites).
- (c) Should for whatever reason you discover or obtain another Registered Member's actual identify, you will not attempt to contact or allow yourself to be contacted by the Registered Member to discuss any part of this Agreement or the Registered Member's involvement and activities on Lending Hub.

5.20 Miscellaneous

- (a) You may not assign, transfer, sublicense or otherwise delegate your rights under this Agreement to another person without Lending Hub's prior written consent. Any such assignment, transfer, sublicense or delegation in violation of this Section shall be null and void.
- (b) This Agreement shall be governed by the laws of New South Wales.
- (c) Any waiver of a breach of any provision of this Agreement will not be a waiver of any other subsequent breach. Failure or delay by either party to enforce any term or condition of this Agreement will not constitute a waiver of such term or condition. If any part of this Agreement is determined to be invalid or unenforceable under applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect.
- (d) This Agreement inures to the successors, assigns, heirs and representatives of Lending Hub and the Borrower.

6. Consent for Electronic Disclosures.

- (a) Online Business: Because Lending Hub operates only on the Internet, it is necessary for you to consent to do business with us online and through electronic modes of communication. As part of doing business online, therefore, Lending Hub also needs you to consent to our giving you notifications online, either via the Site or email ("Disclosures").

**LENDING HUB
BORROWER AGREEMENT**

- (b) Electronic Communications: Any Disclosures related to activities on the Site (deposits, Bids, Loan Listings and Loans) will be provided to you electronically either on the Site (such as in the My Account section) or via email to the verified email address you provided.
- (c) Paper Copies: If you require paper copies of any Disclosures, you may contact us at the contact details provided in this Agreement or on the Site. Lending Hub may charge you reasonable time and expense fees associated with providing you paper copies of any Disclosures.
- (d) Consenting to Do Business Electronically: You acknowledge that you have read and accepted this Agreement and give your consent to receive electronic Disclosures and have printed a copy of this Agreement for your records. Moreover, you agree to receive and acknowledge that you can access, receive and retain all Disclosures electronically sent via email or on the Site. **YOU ACKNOWLEDGE AND ACCEPT TO ENTER INTO LEGALLY BINDING AGREEMENTS WITH LENDING HUB VIA ELECTRONIC CONSENT. FOR THE AVOIDANCE OF ANY DOUBT YOU ALSO ACKNOWLEDGE THAT YOU MAY NOT BE REQUIRED TO PHYSICALLY SIGN ANY DOCUMENTS AND THAT YOUR USE OF THE SITE, APPLICATION FORMS OR SERVICES OFFERED BY LENDING HUB IS AN ACCEPTANCE OF THE TERMS OF THIS AGREEMENT AND ANY OTHER RELEVANT LENDING HUB AGREEMENTS.**
- (e) Hardware and Software Requirements: Before you decide to do business electronically with Lending Hub, you should consider whether you have the required hardware and software capabilities as described below. In order to access and receive Disclosures electronically, you must satisfy the following computer hardware and software requirements:
 - (i) access to the Internet;
 - (ii) an email account and related software capable of receiving email from Lending Hub;
 - (iii) a web browser which is SSL compliant and supports secure sessions; and
 - (iv) hardware capable of running this software.
- (f) Scope of Consent: Your consent to receive Disclosures and do business electronically, and our agreement to do so, applies to all your activities on the Site and any interaction with Lending Hub.
- (g) Withdrawal of Consent: You may withdraw your consent to receive Disclosures electronically by contacting us at the contact details provided in this Agreement or on the Site. However, by withdrawing your consent the following may occur:
 - (i) you will not be able to access all the services that Lending Hub offers on the Site. In particular, you will not be able to do the activities and actions associated with being a Borrower on the Site;
 - (ii) if you have an active Loan Listing open for Bids Lending Hub may at its discretion remove and terminate the Loan Listing;
 - (iii) If you are involved in a Loan that is due for Settlement or has already been settled then all previously agreed to terms and conditions will remain in effect, and Lending Hub will send Disclosures to your verified home address. Lending Hub may elect to restrict your activities on the Site following your Withdrawing of Consent
- (h) Notices: All notices and other communications hereunder shall be given by email to your registered email address, and shall be deemed to have been duly given and effective upon transmission.
- (i) Changes: If your registered email addresses changes, you must notify Lending Hub immediately. You also agree that should any of your other contact details change (such as your name, home address and phone numbers) you will promptly notify Lending Hub. It is

**LENDING HUB
BORROWER AGREEMENT**

necessary for you to keep us informed of any change in your email or home mailing address so that you can continue to receive all Disclosures in a timely fashion.

7. Dispute Resolution Procedure

- (a) Should you have a dispute, issue or problem (a "Dispute") with our services or processes you must contact us first at the contact details provided below. Lending Hub will endeavour to find a resolution to the Dispute by direct communication with you in the first instance. You must provide all reasonable assistance to us in finding an acceptable outcome or resolution.
- (b) Should direct discussion between us and you not resolve the Dispute then both parties must seek to resolve the Dispute through mediation or a professional independent mediator prior to either party commencing legal action in a court of law
- (c) This Dispute Resolution Procedure does not waive any of Lending Hub's rights under this Agreement with respect to a Delinquent Loan

8. How to Contact Us

- (a) If you wish to contact us regarding this agreement or any of Lending Hub's services you can do so at any time via the Contact Us page (this page contains our contact details such as our fax and mail addresses).