

LENDING HUB

Lender and Loan Servicing Agreement

Please read this Agreement carefully, print it and retain a copy of this information for your records. By completing a Lender 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
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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 Lender and Loan Servicing Agreement (the "Agreement") is made and entered into by you (the "Lender") and is between you and Lending Hub.
- (b) Under this Agreement Lending Hub is the only party with recourse against the Borrower for payment of the Loan. Lending Hub has a separate Borrower and Loan Agreement with the Borrower that details the Borrower's obligations with respect to repayment of the Loan
- (c) 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.
- (d) Lending Hub agrees to service the Loans under the terms and conditions of this Agreement and the Site.

3. Defined Terms & Glossary

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.

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.

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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

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.

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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; and
 - (iv) headings are for ease of reference only and do not affect interpretation.

5. Lender Activities on the Site

5.1 Lender's Obligations Prior to Bidding

- (a) A Lender must complete a Lender Application process on Lending Hub which may include identity verification and bank account verification prior to being considered a Lender.
- (b) The Lender agrees to provide Lending Hub with bank account information and authorization to enable Lending Hub to make automated transfers of funds directly from Lending Hub into Lender's designated bank account.
- (c) In order to start lending on Lending Hub you must first transfer or deposit the total amount you wish to lend to Lending Hub by bank transfer, PayPal or other electronic payment method that Lending Hub may offer from time to time.
- (d) All funds that you deposit into your Lending Account will be recorded on your My Account as funds available to lend, subject to confirmation by us that these funds have been cleared and are available in Lending Hub's Bank Account.
- (e) Lending Hub may impose minimum and maximum deposit requirements on you prior to you being able to Bid on Loans and may change this without providing notice at any time
- (f) Lending Hub uses processes to confirm whether a Lender has sufficient funds in their Lending Account and may block a Lender from placing a Bid if they do not have sufficient funds, however Lending Hub DOES NOT GUARANTEE NOR WARRANT THAT THESE PROCESSES WILL PREVENT A LENDER FROM PLACING A BID WHEN A LENDER HAS INSUFFICIENT FUNDS IN EITHER THEIR NOMINATED ACCOUNT OR VIA FUNDS DEPOSITED WITH LENDING HUB.

5.2 Lender's Obligation Upon Placing a Bid

- (a) A Lender (subject to the Lender having sufficient funds available to place a Bid) is able to place a Bid on any open Loan Listing by offering a Bid Amount at a certain Bid Rate. Lending Hub may at any time and at its discretion set minimum and maximum amounts and rates that a Lender can Bid.
- (b) A Bid is a legally binding obligation that the Lender will be able to provide the Bid Amount at Settlement.
 - (i) The Lender is obligated to provide the Bid Amount to Lending Hub when a Bid is 'winning'; and
 - (ii) The Bidding Period ends and the Loan Listing has received sufficient 'winning' Bids to be fully funded.

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- (c) Lending Hub may at its discretion remove a Loan Listing from the Site at any time prior to Settlement, should this occur then Lending Hub will notify the Borrower and the Lender whether the Loan Listing is still valid and/or whether Settlement will occur.

5.3 Settlement

- (a) The Lender is obligated to transfer to Lending Hub's Bank Account, at least 3 business days prior to scheduled Settlement the amount the Lender Bid as stated in The Loan Summary (this clause only applies in the case that a Lender has not previously deposited the funds required to place a Bid with Lending Hub)
- (b) At Settlement, Lending Hub will obtain funds from all the Lenders (either from the Nominated Accounts or from funds previously deposited with Lending Hub) and transfer the Loan Amount net of Settlement and Borrower Fees to the Borrower's Nominated Account.

5.4 Lender Entitlements

- (a) The Lender is entitled to receive the Lender Monthly Instalments, subject to Lending Hub's Servicing Rights and the deduction of any Lender Fees as specified in The Loan Summary
- (b) Lending Hub will transfer to the Lender the Lender Monthly Instalments each month via bank transfer from Lending Hub's bank account to the Lender's Nominated Bank account. Any transfer will occur once the Borrower's repayment has been cleared in Lending Hub's bank account
 - (i) Lending Hub may alternatively aggregate payments due to the Lender and transfer these at some other frequency. This service may be offered, now or in the future, by Lending Hub to the Lender and the Lender will be able to take up this service as desired

5.5 Servicing of Loans

- (a) The Lender gives Lending Hub the following rights ("Servicing Rights") with respect to the Loan. The Servicing Rights retained by Lending Hub include:
 - (i) any and all rights to service or otherwise administer or manage the Loan;
 - (ii) any payments to or monies received by Lending Hub for servicing the Loan;
 - (iii) any returned cheque fees, fees incurred as a result of failed automated payments due to insufficient funds or uncollected funds in Lender's bank account or for other reasons, penalties or similar servicing costs and expenses incurred with respect to the Loan;
 - (iv) all agreements or documents creating, defining or evidencing any such Servicing Rights and all rights of Lending Hub under those agreements or documents;
 - (v) all accounts and other rights to payment related to the Loans; and
 - (vi) any and all documents, files, records, servicing files, servicing documents, servicing records, data tapes, computer records, or other information pertaining to the Loans or pertaining to the past, present or prospective servicing of the Loans.
- (b) Lending Hub will make available to the Lender periodic statements in electronic format on the Site reflecting payments received from the Borrower and transfers made to the Lender.
- (c) Lending Hub acknowledges that the Lender is relying upon Lending Hub's servicing facilities, personnel, records, processes, procedures and infrastructure to administer the creation and servicing of the Loans, and consequently Lending Hub shall not assign the Servicing Rights to any third party nor resign from the obligations and duties hereby imposed on it:
 - (i) except upon the merger, conversion, consolidation, or sale or other disposition of all or substantially all of Lending Hub's business or assets; or

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- (ii) Lending Hub may, however, utilize subcontractors or other third parties to perform some or all of the servicing duties and functions, provided that servicing is performed in accordance with the servicing standard set forth in this Agreement.
- (iii) However, if for any reason Lending Hub is unable to service the Loan, Lending Hub may at its discretion assign and transfer the Servicing Rights to a suitable third party loan servicer.
- (d) Lending Hub, as independent contractor servicer, shall service and administer the Loans in accordance with the terms and provisions of the Loans, applicable law and the terms and provisions of this Agreement. In servicing the Loans, Lending Hub shall seek timely recovery of principal and interest on the Loans. Lending Hub shall have full power and authority to do or cause to be done any and all things that it may reasonably deem necessary or desirable in connection with such servicing and administration of the Loans on the Lender's behalf
- (e) The Lender agrees to cooperate with Lending Hub in the performance of its servicing and other obligations under this Agreement.

5.6 Delinquent Loans

- (a) Should a Loan become Delinquent the Lender gives Lending Hub the right to transfer the collection or recoupment of the Delinquent Loan to a debt collection agency,
 - (i) The choice of debt collection agency and the terms of the transfer and collection of any outstanding amounts shall be at Lending Hub's discretion.
 - (ii) Lending Hub will notify the Lender should a Loan become Delinquent or should it transfer the Loan to a debt collection agency
 - (iii) Lending Hub will use its best judgement in the collection of a Delinquent Loan which will include an assessment by Lending Hub (or the debt collection agency) of the likelihood of collecting the amounts owed, the fees incurred in the collection and the time required to finalise collection of the amount owed
- (b) LENDING HUB DOES NOT GUARANTEE THAT THE AMOUNTS OWED BY A DELINQUENT BORROWER CAN BE COLLECTED IN A REASONABLE PERIOD OF TIME.
- (c) Lending Hub may contact each Lender and ask each Lender whether they wish to pursue
- (d) Any amounts that Lending Hub or a debt collection agency recover or collect from the Borrower with respect to a Delinquent Loan, including any penalty fees or Default Rate interest charged on overdue amounts shall be transferred by Lending Hub to the Lenders, net of Lending Hub's fees and expenses or disbursements incurred
 - (i) The amounts transferred to the Lenders shall be in the same proportion as specified as for the Lender Monthly Instalments detailed in The Loan Summary
- (e) Lending Hub may report Delinquent Loans to one or more Credit Bureaus with Lending Hub listed as the servicer, and without displaying the Lender's identity as the owner of the Loan. Lending Hub will notify the Lender of Loan Delinquencies within a reasonable period.

5.7 Lender Fees

- (a) As compensation for servicing the Loans, Lending Hub shall be entitled to retain loan servicing fees and other fees (the "Lender Fees") from each of the monthly payments made by the Borrower to Lending Hub on your behalf. The Lender Fees amounts applicable to this Agreement are posted in The Loan Summary, which are the Lender Fees in effect at the time of the Settlement of the Loan.
- (b) Lender Fees are payable only upon Lending Hub's receipt of the Borrower's Monthly Repayments.

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- (c) Lending Hub shall retain as additional servicing compensation returned cheque fees, fees incurred as a result of failed automated Loan payments due to insufficient funds in the Borrower's bank account or for any other reason, and similar fees.
- (d) The Borrower Loan Repayments will be made by automated withdrawals directly from the Borrower's designated bank account into Lending Hub's Nominated Account. No interest will accrue on funds held by Lending Hub on behalf of a Lender and no interest shall be payable on these funds by Lending Hub to the Lender.

5.8 Representations and Warranties; Limitation of liability

- (a) Lending Hub represents and warrants to the Lender:
 - (i) that it has complied to the best of its abilities, in all material respects with applicable federal, state and local laws, including The Consumer Credit Code, Anti-Money Laundering and Counter-Terrorism Financing Act 2006, Privacy Act 1988, licensing or other similar laws, in facilitating the Loan.
 - (ii) that the proceeds of the Loan shall be fully disbursed to the Borrower's Nominated Account by Lending Hub from funds provided by the Lenders prior to the Settlement of the Loan, less any Settlement Fees charged by Lending Hub.
 - (iii) that Lending Hub has made commercially reasonable efforts to authenticate the identity of the Borrower and verify information provided by the Borrower in connection with the Loan.
- (b) LENDING HUB DOES NOT WARRANT OR GUARANTEE IN ANY MANNER THAT THE BORROWER HAS NOT COMMITTED A FRAUDULENT ACT IN OBTAINING THE LOAN OR THAT THE BORROWER IS WHO THEY CLAIM TO BE
- (c) LENDING HUB DOES NOT WARRANT OR GUARANTEE IN ANY MANNER THAT THE LENDER WILL RECEIVE ALL OR ANY PORTION OF PRINCIPAL OR INTEREST ON ANY LOAN OR REALIZE ANY PARTICULAR OR EXPECTED RATE OF RETURN FROM THE FUNDS LENT. THE AMOUNT LENDER RECEIVES ON LENDER'S LOANS IS SPECIFICALLY RESTRICTED TO THE BORROWER'S PERFORMANCE UNDER THE BORROWER'S LOAN AGREEMENT EVIDENCING THE LOANS. LENDING HUB DOES NOT GUARANTEE ANY LOANS OBTAINED THROUGH THE LENDING HUB SITE, MAKE ANY REPRESENTATIONS AS TO A BORROWER'S ABILITY TO PAY AND DOES NOT ACT AS A GUARANTOR OF ANY LOAN PAYMENT OR PAYMENTS BY ANY LENDING HUB BORROWER.
- (d) LENDER FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT THE BORROWER MAY DEFAULT ON THE LOAN, AND THAT SUCH DEFAULTS MAY NEGATIVELY AFFECT THE AMOUNT OF PRINCIPAL AND INTEREST THAT THE LENDER RECEIVES ON SUCH LOANS.
- (e) 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.
- (f) 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 THIS AGREEMENT MAY HAVE UPON THE FOREIGN, FEDERAL, STATE OR LOCAL TAX LIABILITY OF THE OTHER.
- (g) THE PARTIES HERETO WAIVE A TRIAL BY JURY IN ANY LITIGATION RELATING TO THIS AGREEMENT, THE LOAN OR ANY OTHER AGREEMENTS RELATED THERETO.
- (h) Neither Lending Hub nor any of Lending Hub's officers, employees, agents or attorneys shall be liable to Lender for any reasonable action taken or for refraining from the taking of any

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reasonable action in good faith pursuant to this Agreement, or for reasonable errors in judgment made in good faith. Lending Hub will promptly notify Lender if a claim is made by a third party with respect to Lending Hub's servicing obligations under this Agreement, and will assume the defence of any such claim and pay all expenses in connection with any such claim.

5.9 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 Bids you have placed on the Lending Hub Site shall terminate, and will be removed from the Lending Hub Site immediately. Any Loans that you are party to prior to the effective date of termination shall remain in full force and effect in accordance with their terms.

5.10 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.
- (c) This Agreement, along with the Lending Hub Terms and Conditions of Use, 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.

5.11 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.

5.12 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

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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 Lender.

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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”).
- (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

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- (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 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).