

TERMS AND CONDITIONS

IMPORTANT NOTICE

- **This product is only available to wholesale clients, as defined under section 761G of the *Corporations Act 2001 (Corporations Act)*, in Australia.**
 - A *wholesale client* is an investor who meets certain requirements under the Corporations Act 2001 and who can be offered securities and financial products without the usual protection of regulated disclosure documents such as Product Disclosure Statements (PDS).
 - To qualify as a wholesale client, individuals and entities can qualify as one of the investor types outlined below:
 - (a) Professional investor - demonstrate that you have or control gross assets totalling \$10 million or more (self-certification);
- OR
- (b) Sophisticated / Wholesale investor - provide a certificate from your accountant confirming that you have:
 - Net assets of at least \$2.5 million; or
 - Gross income of at least \$250,000 per year for the last two financial years.
 - These Terms and conditions should be carefully considered by potential investors, having regard to all risks associated with an investment in a project. Investors should also consider their own personal circumstances including financial, legal and taxation circumstances and seek appropriate professional advice before whether or not to invest in this project.

INTRODUCTION

- Lend Collective Pty Ltd ABN 17 622 340 667 (**Lend Collective**), Falcon Capital Limited ABN 78 119 204 445, Australian Financial Services Licence Number 302538 (**Falcon**) and their Related Bodies Corporate (as that term is defined in the Corporations Act 2001 (Cth) (together, **Lend Collective Group, we, our, us**) provide the Lend Collective information technology platform (**Platform**) via <http://lendcollective.com> and its subdomains (**Website**).

- The Platform facilitates the purchase of contractual interests in a lender's rights, benefits, interests and obligations in respect of underlying loan agreements entered into between the relevant Lend Collective Group lender and one or more borrowers ("**Loan Participation Interest**").
- These Terms and Conditions together with our Privacy Policy constitute an agreement between us and you accessing the service provided through the Platform.
- By accessing the Website you acknowledge that you have read and understood, and agree to be bound by, these Terms and Conditions and our Privacy Policy.
- We may change these Terms and Conditions from time to time and we will take steps to bring any such changes to your attention (such as placing notice of the changes on the Website). It is your responsibility to check these Terms and Conditions from time to time to ensure that you agree with them, and your continued use of Lend Collective after any change to these Terms and Conditions will be deemed to be your acceptance of the change.

DISCLAIMER OF LIABILITY

- The information on Lend Collective's website is provided "as is". While we take reasonable steps to ensure that information on our Website is accurate, current and complete, we do not guarantee or make any representation or warranty in relation to the accuracy, currency or completeness of the information, nor in relation to the merchantability and fitness for a particular purpose.
- To the fullest extent permitted by law, we are not responsible for, and accept no liability with respect to, any material made available on the Website by a third party. We do not endorse any opinion, advice or statement made by any person other than us.
- Any liability as a result of our failure to provide, or for any problems with, the Website, or any part of same, which cannot be lawfully excluded, is limited to the maximum extent permitted by law (as we reasonably determine), to resupplying the Website to you.
- By accessing the Website, the user assumes all risks associated with its use, including the risk that the user's computer, software or data may be damaged or lost by data transmission errors or any virus. If you choose to send any confidential information to us electronically, you do so at your own risk.
- To the extent permitted by law, Lend Collective Group disclaims any and all liability for the acts, omissions and conduct of any contributors to the Website, advertisers and sponsors. The Lend Collective Group is not responsible for the products, services, advice, actions or failure to act of any designer, prospective employer or other third party in connection with, or referenced the information made available on the Website, the

Lend Collective Group contains opinions or judgements of third parties (including designed, marketing companies, and other contributors), the Lend Collective Group neither endorses nor warrants the contents of any such opinion or advice, and will not accept liability for loss or damage caused by your reliance upon any information obtained through this service.

COLLECTION OF INFORMATION

- Any information collected or received by us in connection with your access and use of the Platform, through the Website, will be treated in accordance with our Privacy Policy.

LEND COLLECTIVE GROUP INTELLECTUAL PROPERTY

- The trade marks, service marks and logos (**Trade Marks**) used in this Website are our or our licensor's registered and unregistered Trade Marks.
- Our Website address www.lendcollective.com is our uniform resource locator ("**URL**"). You must not make any use of this URL on another website or digital platform without our prior written consent.
- The Website, its design and layout, may not be copied, reproduced, adapted or transmitted in any form without our prior written consent.
- You acknowledge and agree that, except as expressly set out in these Terms and Conditions, you obtain no patents, trademarks, design rights, copyright, trade names, confidential information or other similar rights or obligations (**Intellectual Property Rights**) in any part of the Website or Platform.
- As between you and us, all Intellectual Property Rights in this Website and the Platform vest in us. If you become aware of any infringements or suspected infringement by any third party of any Intellectual Property Rights in this Website or the Platform, please immediately notify us.

CONFIDENTIALITY

- Confidential Information includes information that is not accessible by the public that any the Lend Collective Group makes available to investors with respect to loan participation interests offered on our Website. In broad terms, this information includes, without limitation, property information, information relating to lenders, partners, third party business and companies, pricing, loan agreements, loan terms, borrower and lender names ("**Confidential Information**").

- You agree that all Confidential Information obtained via your use of the Website shall be kept strictly confidential by you and used only for the purpose of making an offer to acquire a loan participation interest via the Website shall not be disclosed by you to any third party.
- You undertake not to contact, either directly or indirectly, any borrower, lender or real estate company in connection with a property, loan or loan participation interest listed on the Website, or any officers, directors, shareholders, consultants, lawyers, employees, agents or other affiliates of these parties, unless the contact is unrelated to any property, loan or loan participation interest listed on the Website.
- Your obligations in connection with Confidential Information under these Terms and Conditions do not apply to Confidential Information which you can demonstrate:
 - was discovered or developed by you independently with reliance on the Confidential Information; or
 - is required to be disclosed by law, provided that you promptly notify us so that we have an opportunity to obtain relief in connection with such disclosure.
- You undertake not to use the Website:
 - in any illegal way or manner that could tarnish, deactivate, overload or damage the Website or the servers on which it is hosted;
 - to provide false information about you, your age, your financial employment or personal circumstances or your affiliation with any entity or person;
 - to assemble content or information provided by the Website for purposes other than acquiring loan participation interests or researching loan participation interests listed on the Website;
 - to access another person's User Account without authorisation from us, or create a false identity in relation to the Website; or
 - to copy, communicate or reallocate any information obtained on the Website to any third party.

LOAN PARTICIPATIONS

- Falcon Capital Limited (**Falcon**) holds Australian Financial Services Licence (**AFSL**) 302 538.
- Falcon makes offers to arrange the issue of Loan Participation Interests on the Platform, and the relevant Lend Collective Group lender issues the Loan Participation Interests in

accordance with such offers if accepted, pursuant to an intermediary authorisation between Falcon and the relevant Lend Collective Group Lender for the purposes of section 911A(2)(b) of the Corporations Act.

- Our Website facilitates the purchase of contractual interests in Falcon' rights, benefits, interests and obligations in respect of underlying loan agreements entered into with borrowers (**Loan Participation Interest**). The terms and conditions that govern the Loan Participation Interest are set out in a Loan Participation Agreement that is required to be entered between the relevant Lend Collective Group lender and you.
- No information on the Website is to be construed as financial product advice, or a recommendation, to buy or sell any Loan Participation Interest or any financial product (as that term is defined in the Corporations Act).
- These Terms and Conditions do not constitute an offer, invitation, solicitation or recommendation in relation to the subscription, purchase or sale of securities to retail clients (as defined in the Corporations Act) or clients in any other jurisdiction.
- The offer of Loan Participation Interests from Falcon is only made to Australian resident wholesale clients (as that term is defined in the Corporations Act).

USER ACCOUNT

- An account will be opened in your name in our system once you are successfully registered to use the Platform ("**User Account**") and your User Account application is approved.
- Your User Account:
 - will enable you to access and use the Website in accordance with the provisions of these Terms and Conditions;
 - does not hold any funds.
- As part of the application for a User Account you will be asked to choose a username and password ("**Access Codes**"). We will check your identity each time you seek to access your User Account by asking for your Access Codes. We will assume that you are the person giving instructions and you will be liable for those instructions unless you notify us otherwise in accordance with these Terms and Conditions, as long as your correct Access Codes are entered.
- The Access Codes must be kept secret and secure and must not be selected or stored in a way that is easy to guess. If you disclose the Access Code to any person who you

authorise to access your User Account, you will be responsible and liable for any access, use, misuse or disclosure of your Access Codes or your User Account by such person.

- If you discover or suspect that the security of your Access Code is compromised, you must notify us immediately. If we receive such a notification from you or determine ourselves that the security of your Access Codes may have been breached, we may elect to cease access to your User Account and you will not be able to access the Website or Platform until measures have been taken to verify your identity.
- We may suspend or terminate your User Accounts and your access to the Website and Platform if you:
 - are ineligible to use the Platform;
 - establish or seek to establish more than one User Account; or
 - if any information provided during the registration process or thereafter is inaccurate, incomplete or not current.
- You will not be capable of terminating your User Account at any time whilst you have Loan Participation Interests which are outstanding.

LINKS TO THIRD PARTY WEBSITES

- Any links to third party websites on this Website are provided solely as a convenience to you and such links are not in any way an association, sponsorship, endorsement, monitoring, approval of, or responsibility for, the linked website or its content, unless an intention to the contrary is expressed. Should you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk.

ASSIGNMENT

- You may not assign any part of these Terms and Conditions without our written consent but we may assign these Terms and Conditions to any associated companies or affiliates without notice to you.

GOVERNING LAW

- These Terms are governed by the laws in force in Victoria, Australia. Each party submits to the exclusive jurisdiction of the courts of Victoria, and any court that may hear appeals from any such court, for any proceedings in connection with these Terms.

COMPLAINTS

- If you have a query or complaint, please [email us](#). Please include brief details of your complaint and your Lend Collective User Account number.