

Finkey Ecosystem Terms of Use and General Terms & Conditions

“Finkey” and “Finkey Capital” are registered trademarks of Finkey Capital Pty Ltd ABN 57 166 646 635 ("we," "us," or "our"), the Credit Provider, holder of Australian Credit Licence no. 550288.

Our Website (including subdomains) Finkey.co, Online Portal, Mobile Application (Android, IOS), Finkey’s, Third-party Service Providers and Portals (i.e. Salesforce), or Customer-Vendor Portal are referred to as the “Ecosystem”.

This Agreement is between us and applies to anyone who accesses and uses the Ecosystem (you, your). “You” and “your” refer to you as the user of the Website and Ecosystem.

If you see the term "entity," “parties,” “person” or “user” in this Agreement, it means it includes more than just individuals. It also includes companies, trusts, partnerships, joint ventures, associations, body corporates, and governmental agencies.

When accessing this website or using any of our financial and non-financial products and services, it is essential to note that you agree to be bound by our Terms of Use and Terms and Conditions. If you disagree with our terms, conditions or policies, please do not use our Website or any of our financial and non-financial products and services.

Finkey provides access to its financial and non-financial products and services through the Ecosystem and Finkey’s Vendor Network (“Network”), which forms part of our Borrower (also referred to as the “Customer” of the Vendor) eligibility and credit approval criteria.

The access and use of Finkey’s Ecosystem are bound by this Terms of Use and the General Terms & Conditions (“Agreement”) document and other terms, conditions, policies statements, eligibility and product information (“Supplementary Agreement”) published on our Website. This includes but is not limited to the Privacy Policy, Statement of Notifiable Matters, Electronic Communication Consent, Target Market Determination (TMD) and other materials listed under the ‘Privacy’ and ‘Conditions’ columns of the Website footer. You authorise the Credit Provider, at any time, to use any information about you to verify your identity with third-party information or credit bureaus in line with our Supplementary Agreements. We must collect your personal information to deliver our financial and non-financial products and services, receive and process applications from you, facilitate or execute your Credit Contract, or create a Vendor account and membership on our Network. You are bound by Supplementary Agreements for communications and notices, and you should ensure you communicate to us through our official Website Contact page or other means provided to you in our Ecosystem.

You *agree* to be bound by the Agreement and Supplementary terms and conditions upon accessing our financial and non-financial products and services through the Ecosystem. This includes our IOS and Android applications. If you become a Vendor, you must also agree to our Vendor Terms and Conditions before you are onboarded with us.

We retain the authority to modify any provision that may be deemed incorrect, invalid, unenforceable, or inapplicable to enable its enforcement in accordance with the original intent of the provision to the maximum extent permitted by the respective jurisdiction and laws.

If you disagree with our Terms of Use and supplementary conditions, you must stop using Finkey’s Ecosystem and close any window or application associated with Finkey.

This Agreement refers to the use of our Ecosystem for the delivery of financial and non-financial products and services. We, as a credit provider, this Agreement applies to current or prospective and their respective use of the Ecosystem:

Borrowers (or “Applicants”) of our financial products and services

Borrowers are persons who have entered into a Credit Contract with us. The definition extends to the current or prospective applicants (to become Borrowers) of our financial products and services.

Borrowers are also customers of Network Vendors and can be referred to as Clients of us in this Agreement.

If your application for finance or credit is successful, you become a client or Borrower of us. Before you become a Borrower, you must enter a separate agreement (Credit Contract) with us. As a Borrower, your use of the Ecosystem will still be bound by this Agreement and the Credit Contract. Once you complete your finance application, you will be issued user details upon our finance approval, and you must sign with us to become a Borrower.

To apply for credit and become a Borrower:

- You acknowledge, represent and warrant to and agree that before proceeding with this Application form electronically or otherwise that you have read and understood the green eligibility, lending and credit approval criteria and our Terms of Use and Conditions available on Finkey’s website www.finkey.co.
- You acknowledge, represent and warrant to and agree with the use of our Website and Ecosystem and are bound by the terms of the Application.
- You have engaged or will engage a Finkey-accredited Network Vendor.
- You are an Australian Citizen or Permanent Resident over 18 years old.
- You have a permanent source of verifiable income.
- You are currently employed (full time / part time) and don’t rely on government benefits.
- The property is not strata titled.
- You are listed on the title of the property where the eligible goods or services are being delivered.
- Have a valid driver licence or passport and consent to sharing the information.
- You have never defaulted on loan payments and/or declared bankruptcy.
- Your project, renovation, repair and the goods, materials or services incorporates sustainable materials or green technology and meets Finkey's 'green' eligibility criteria.
- Have your bank details handy to setup your repayment.
- You understand that Finkey is not responsible for intervening or moderating a dispute or disagreement you may have with the installer or merchant.

Borrowers agree that the requested total amount of credit will be settled directly into the Vendor’s bank account.

Interest rates

We need to assess your creditworthiness to get approval for any of our credit products. The interest rates we provide are based on the current market conditions and are tailored to the lowest-risk borrower profile and individual qualifications. However, your specific rate may vary depending on factors such as your chosen loan term, loan type, loan amount, credit score, personal financial circumstances, loan purpose, and other relevant criteria that we use to determine the loan's suitability for your needs. The Credit Contract will clearly outline the annual percentage rate (APR) that applies to your loan, providing you with comprehensive details about your borrowing arrangement's specific terms and conditions.

Network Vendors

To be an authorised or accredited Vendor, you must first apply to be a member of the Network. If you are a prospective Vendor intending to or submitting an application to become part of the Network, you are bound by this Agreement.

If you become an authorised Vendor, your use of the Ecosystem will be bound by this Agreement and the specific agreement you must sign with us upon a successful application.

To apply to become a Finkey Network Vendor:

- You are at least 18 years old.
- You are authorised to submit applications on behalf of the Vendor.
- You are an authorised officeholder able to enter into a legally binding agreement with us.
- You acknowledge, represent and warrant to and agree with our Website and Ecosystem, which are bound by this Agreement, Supplementary terms and the Vendor agreement.
- Provide your/authorised officeholder drivers licence or passport details.
- Your organisation meets the eligibility requirements set out in more detail below.

As a Director or an Authorised Secretary representing a company or any other legal entity of the qualifying entity.

You confirm and guarantee the following:

- You must complete the application form on the Website, mobile application or Ecosystem and agree (sign) to enter a separate agreement with us if the application is successful.
- You have the authority to share information regarding entities with third parties for the purpose of identity verification. This includes the use of electronic identity verification service providers in accordance with Finkey's Privacy Policy.
- You are authorised to confirm that your access or use of this Website and the Ecosystem binds that Entity to this Agreement.

The trade category of Vendor organisations is not limited to the following (if applicable): [[Electrician Residential], [Electrician Commercial/Construction], [Plumber],

[Construction/Project Management], [Retailer], [Manufacturer/Distributor], [Carpenter], [Roofing], [Other].

Vendors that specialise in renewable energy products and installations, these are the categories that apply: [Solar], [Inverters], [Battery Storage], [Solar & Battery Systems], [Off-grid renewable power systems], [Solar Hot Water], [Home Efficiency Upgrades] Subcategory [(Smart Home Tech, Efficient Appliances, Induction Cooking)], [Wind (modular)], [EV Charging].

Other products and services Vendors would sell and/or distribute:

[Efficient Air Conditioning (Reverse-cycle)], [Hot Water Heat Pump], [Windows (Double Glazed)], [Decking, Cabinetry or Fencing (FSC timber)], [Insulation R5.0+ (roof and flooring)], [Atmospheric Water Generation Systems (solar powered)], [Rain and Greywater tanks and systems], [Low-flow plumbing], [Power Factor Correction], [off-grid mobile homes], [Insulative blinds, curtains and shutters], [Other].

To become a Network Vendor, business entities or individuals must meet specific eligibility criteria and go through an onboarding process:

1. **Application Process:** Vendors must complete an online application detailing various aspects of their business. This includes verifying company registration, solvency, criminal history, background of directors and key personnel, qualifications, licenses, and other eligibility checks.
2. **Accreditation:** Finkey only allows accredited Vendors to recommend Finkey to their customers. Vendors must meet stringent sustainability and 'green' eligibility criteria, which include holding relevant licenses and qualifications for their specialist trade or organisation.
3. **Oversight:** The nomination or appointment of tradespersons is overseen by Finkey Business Development Managers, who ensure compliance with the requirements of the Clean Energy Council and other industry-specific standards.
4. **Dispute Resolution:** Finkey does not mediate disputes between Vendors and their clients. State Fair Trading laws govern conflicts between parties, and Finkey provides a limited dispute resolution process.
5. **Exclusivity:** Consumers must work exclusively with registered or approved tradespersons when seeking green or sustainable technology, materials or projects financing. This requirement helps ensure compliance with industry standards and minimises the risk of misappropriation of funds.
6. **Disclosures:** Vendors and their consumers (Borrowers) have adequate disclosures regarding their relationship with Finkey, financial products, and associated terms and conditions.

When an Applicant generates an enquiry for a quote for an Eligible Purpose, goods and/or services offered by Network Vendors from our Ecosystem, this is known as an enquiry or request for quote received as a Lead (a classification of an Inactive Job) in the Portal. When a Lead is created in the Ecosystem, these are called Jobs, which have corresponding status codes and descriptors.

When a Vendor provides a quote or accepts an enquiry from an Applicant to be financed by our financial products, the Lead remains an Inactive Job until the Borrower accepts the Vendor's invoice.

Financial Advice and Dispute Resolution

You agree that if your Complaint or Dispute pertains to the scope of work, we are not responsible or liable for disputes that arise between Parties outside our financial services' scope unless the situation is directly relevant to the delivery of our Ecosystem and non-financial services.

If you have a complaint or dispute regarding our financial services or products, please visit the complaints page or contact us at complaints@finkey.co. Financial complaints are managed according to our Dispute Resolution and Complaints Management Policy.

It's important to note that different laws govern relationships between Borrowers and Vendors than those specified in the National Consumer Credit Protection Act (NCCP Act). As per our Internal Dispute Resolution (IDR) process, we act in good faith to assist the Parties in dispute. Our Vendor-Borrower Dispute Resolution Policy and our IDR process govern at what level we engage or interact with the Parties.

Under the NCCP Act and a separate agreement with us, Vendors are strictly prohibited from offering financial advice to their customers, whether they are existing or prospective Borrowers of us. The Vendor must refrain from any activities that imply the provision of financial advice regarding Finkey Capital's financial products and services.

In case of a dispute with a Vendor, you agree that as a Borrower, you must contact the Vendor for matters *unrelated* to our financial products and services.

Vendors have certain obligations towards their customers, per the guidelines issued by the relevant state consumer protection agency. For instance, if a Vendor operates in New South Wales (NSW), they must comply with the guidelines set forth by NSW Fair Trading. In cases involving significant consumer issues, Borrowers must report the matter to the Australian Competition and Consumer Commission (ACCC) or seek resolution through appropriate channels such as other services, tribunals, or courts. Vendors are expected to operate within the legal framework and fulfil their obligations to protect consumer rights.

Your use of Finkey's Website and Ecosystem

Our official website address is <https://finkey.co>. You are prohibited by law from replicating or reproducing the design or layout or using our web address or Ecosystem.

You are responsible for the consequences of your actions on the Website.

As a prospective or current Borrower (account holder) or Network Vendor, you have been granted access to our mobile application to help you access our products and services. You may only save or print materials on this website for personal use. It is prohibited to sell any information obtained from this website. Additionally, you cannot use software, electronic processes or extraction tools to extract or copy our Website or the Ecosystem.

You must consider your appetite for cybersecurity risk when accessing this website to avoid damage from viruses or interference. We are not responsible for any harm caused to your

computer system while using this website or any third-party service or linked site we use to deliver our products and services.

We include functionality for uploading material, submitting imagery, or providing commentary or other postings on our Ecosystem. As users of our Website and Ecosystem, you must not:

- Copy, aggregate or combine information, content or data within or accessible through our Ecosystem with information from any third party.
- Interfere with the proper functioning of our Website or Ecosystem or put a large load on our Ecosystem and bandwidth.
- Transmit unsolicited emails or spam.
- Reverse engineer, copy, reproduce, alter, modify, create derivative works of, or publicly display any part of any content from the Website or Ecosystem.
- Post or distribute any defamatory, obscene, harassing, threatening, pornographic or other unlawful material or information.
- Replicate, sabotage, change or take literally or advice from our calculators as we do not guarantee the accuracy or completeness of those and other tools.
- Use the Website or Ecosystem for any other unlawful purpose or activity.
- Not allow any other person to use your user account details.

Website Data and Information

You agree that:

- We cannot guarantee the accuracy or completeness of the Website or Ecosystem.
- We provide information on our Ecosystem in good faith.
- We do not promise to keep our Ecosystem's information or data updated to the extent permitted by law.
- We reserve the right to correct any inaccuracies and inconsistencies to the extent law permits.
- We cannot guarantee the accuracy, completeness, or usefulness of third-party information of other entities published on our Website and do not necessarily endorse or agree with their content as it falls under their scope of responsibility.
- We cannot guarantee that your access to the Website will be without errors or uninterrupted.
- We are not liable for any direct or indirect loss or damage you may suffer in connection with your use of our Website, Ecosystem or any third-party service or linked website.
- You must have written consent before linking to our Website.
- You must not change our Website's content or frame any of our pages, files, images, text or other materials.
- Disabling website cookies may prevent our websites from working properly. We use cookies or similar tracking methods across our Ecosystem to better accommodate or tailor your experience and website usage, including remembering your preferences.

Contacting us

We don't have an accounts enquiry email address for security reasons. We can only address general matters via email. If you have a general question about your account or loan with us

or need assistance with our processes and procedures or use of the Ecosystem, e-mail us at info@finkey.co or trades@finkey.co for Vendors (Vendors can additionally contact their BDM).

For any other enquiry or questions relating to your personal information or account where we would be required to identify you, you must contact us securely by calling 1300 346 539 (1300 Finkey).

You agree that we may record and monitor telephone calls and all information about your use of our Ecosystem and your account.

In the course of utilising the Website, Ecosystem, or communicating with us, Parties are explicitly prohibited from:

- Creating a fictitious identity.
- Assuming the identity of any individual or entity.
- Supplying misleading information pertaining to age, financial status, employment, personal circumstances, or associations with any person or entity.
- Making attempts to access another individual's or party's user account, account number, entity details, personal information, identification numbers, services, or system without our explicit authorisation.
- Engaging in soliciting personal information or passwords from any individual for commercial or unlawful purposes.
- Hiding your computer's IP address or preventing us from identifying it while you're accessing it.

User Accounts on our Ecosystem

You must meet the requirements for being a Borrower or Vendor as specified before establishing a user account through our Website and Ecosystem.

Vendors will be required to create an administration user account after filling out a registration application and providing their preferred login email and password (user account). The account does not become active until after the approval of the Vendor's application.

The Vendor has the ability, through the administration user account, to create up to 49 user accounts for sales representatives, point of sales and business units.

After a successful credit application, Borrowers may be provided with their login information, usually their registered email address, after their credit application has been approved.

Borrowers are not allowed to have more than one account with us.

Your user account will be set up on our Ecosystem's secure servers and may utilise the platforms of third-party service providers.

Upon the completion of your successful Vendor or Borrower application and credit account through the application process, the final step in our onboarding process includes confirmation of your active user account or loan account and the corresponding account numbers through one or more of the following mediums:

- You manually enter your user account details (login information) into the application process and submit.
- Our portal confirms via messages and popups after completing an application.
- Notification appears on the Ecosystem after applying or awaiting processing.
- Confirmation of your user account and its details received by e-mail or SMS.

It is essential to keep your user profile up-to-date by providing accurate information during registration and updating it as needed.

It is your responsibility to ensure the cyber security of your account details. You agree not to disclose your information to any third party and take sole responsibility for any actions or inactions with your account.

We recommend changing your password regularly to reduce the risk of unauthorised access to your account. Passwords should combine upper- and lower-case letters, numbers, and symbols. Passwords are case-sensitive, so we recommend using a mix of special characters, letters, and numbers in different cases.

Following these guidelines can help ensure your account's safety and prevent unauthorised access. You must notify us immediately if you notice any unauthorised account use.

We reserve the right to suspend or terminate one or more of your user accounts and your access to the Website, Ecosystem and our services. This may happen if you are ineligible to become a Borrower or Vendor, if your use of the Ecosystem violates our Agreement, applicable laws or regulations, or if any information provided during the registration process or later is inaccurate, incomplete or outdated.

Use of Ecosystem

The Ecosystem facilitates the delivery of our financial and non-financial products, including holding our Network database and services, including managing the relationship between parties.

The Vendor-Customer Portal (the Portal) forms part of the Ecosystem and stores details of each Eligible Purpose (eligible financeable project, good or service) being delivered by a Vendor and the Borrower's corresponding credit application or contract.

There are separate agreements that bind both Parties with respect to their obligations in the portal and our facilitation of the delivery of our financial and non-financial products and services. As a Borrower, you are bound by the Terms and Conditions of your Credit Contract with us and this Agreement. As a Vendor you are bound by the Vendor Terms and Conditions and this Agreement.

Processing of Leads and Applications

What you need to know:

1. CRM Portal entries that facilitate and manage the relationship between a Vendor and Borrower in the application flow process are called 'Jobs.' Only Individual Vendor and Administration Vendor users have access to the Ecosystem Portal.
2. There are several classifications of a 'Job' based on its status and progress through the sales and loan application origination pipeline.
3. 'Jobs' holds all the details of an Eligible Purpose executed between the parties, communication, documentation and the corresponding credit application.
4. 'Jobs' hold all the information and interactions between parties per our policies, procedures and assessment of eligibility criteria.
5. Vendors do not have visibility over the personal and credit information gathered from a Borrower.
6. Vendors can generate Leads in the Portal or receive new Leads from customers (Borrowers).
 - Leads are considered Inactive Jobs within the administration portal and the lowest of process priority.
 - Leads *received* by Vendors (from Borrowers) are *requests* for a quote or scope of work.
 - Leads completed with the necessary information by Vendors are quotes or scopes.
 - i. The Lead converts to an Active Job when:
 - a) The Vendor assigned to the Lead is the sole Vendor;
 - b) When the Vendor completes their part of the application with the required information, i.e. parameters of the Eligible Purpose and the amount of finance and terms specified; AND
 - c) when the Borrower receives these details and 'accepts' them.
 - ii. A borrower agrees that they have accepted a quote and the engagement of the Vendor when they finalise and submit their credit application.
 - iii. Acceptance of a quote confirms the engagement of the Parties. The Active Job with the information completed by the Vendor is an invoice to the Borrower.
 - iv. Once the Borrower applies or submits their credit application, the Lead becomes an Active Job, pending credit and eligibility approval and the Borrower's signature accepting the Credit Contract.
 - v. A Vendor can issue their own invoice if they choose to do so and upload it to the portal when the Job becomes active.
 - vi. Both Parties agree that they are bound by their own separate agreement for the supply and delivery of goods, materials and services, which we may consider an Eligible Purpose for finance. You agree that our Ecosystem is strictly a Platform that assists Parties in validating Eligible Purposes for financing for under our policies, procedures and eligibility requirements and does not govern the relationship between parties.

7. Borrowers can request quotes that Vendors receive as Leads or contact Vendors from the Website directly.
8. Vendors agree that not all Leads (quotes or requests) are guaranteed to proceed as the Borrower's request for a quote or scope of work may include more than one Network Vendor.
9. Vendors must create a Job in the Platform if the Borrower chooses to contact them directly through the Website rather than submit an online enquiry.
10. Once a Borrower's request for a quote or scope of work is matched with the Vendor, the parameters of the financing terms cannot be altered by the Borrower.
11. When a Vendor completes their mandatory data input in a Lead and issues a quote or the scope of work, once accepted by the Borrower, the details or parameters, including credit amount and terms cannot be altered by any party while the finance application is being assessed.
12. Parties agree that the supply or delivery of Eligible Purpose corresponding to a Job in the Portal is independent of our approval of a Credit Application. You agree to the risk of the credit being denied or the application being ineligible.
13. Parties must refrain from executing the Job until the Credit Application corresponding to the Eligible Purpose and Job is successful.
14. You cannot withdraw a Lead once it has been accepted. You will need to amend or generate a new or Lead.
15. If the parameters of the Eligible Purpose or finance terms or amount of finance are amended in a Job, the application will be withdrawn, the Borrower will need to reconfirm the new terms and finance amount and resubmit their application.
16. You must notify us immediately of discrepancies in the information in a Job or any miscalculations related to the details of the Job and finance terms. We retain the right to remove any Jobs identified as subject to errors from the Ecosystem.
17. We can refuse, cancel or remove your request for a quote or Lead or a Job on the Ecosystem without warning.
18. We have the sole discretion to determine when the Ecosystem is open for posting Leads and Jobs and can suspend its operation anytime.
19. Quotes or Leads must strictly adhere to the guidelines outlined in this Agreement, Supplementary Agreements and specific terms and conditions to the Vendor and Borrower. Any purported acceptance or confirmation made through means other than completing the 'Submit,' 'Complete,' or 'Loan Offer, Pre-contractual Statement and Credit Contract' screen for the relevant Job and corresponding Application processed through the Website or Ecosystem will be deemed invalid or ineligible unless we explicitly specify.
20. Vendors agree that they must not attempt to coerce or pressure the Borrower to make additional purchases upon disclosing their Credit Limit.
21. Borrowers must decide if they should include more items or broaden the Eligible Purpose with a particular Vendor. If the resulting amendments to the scope increase the value up to and including the maximum Credit Limit, the Vendor must modify the details in the Job and reissue an invoice that reflects the new price and Eligible Purpose. The Borrower must then confirm the new financing terms or amount.

22. Parties agree that once a Borrower's Credit Limit is determined after credit assessment, it is final. Under extenuating circumstances if there has been a change to the Borrower's capacity to repay, a new Job must be created and undergo a new assessment and eligibility check.

Payment and Vendor-Borrower Relationship

The Payment Guarantee is exclusive to specific requirements, which you must follow within the Portal, valid upon alignment with this Agreement and the Vendor Terms & Conditions separate from this Agreement.

Some of the obligations include but are not limited to:

- The Vendor must generate a final invoice or scope of work.
- The Vendor must upload mandatory documentation and photographs and resolve any disputes or concerns (if any) with the customer.
- Any modifications, cancellations, or reviews of the quote, invoice or scope of the Eligible Purpose are resolved.
- The customer's approval of the scope of work and documentation is a prerequisite. The payment guarantee is contingent upon the customer verifying the delivery and/or completion of the Eligible Purpose.

Settlement of funds to Vendors is contingent upon:

- Compliance with separate Vendor Terms and Conditions.
- Adherence to this Agreement.
- Successful Vendor onboarding.
- Mandatory details or information input into the customer onboarding or application form in the Portal. This includes but is not limited to:
 - Amount of the Eligible Purpose agreed by the customer.
 - The type of financial product offered by us selected by the customer as a payment option offered by the Vendor (if the customer was not referred to the Vendor by us).
 - Specific terms of the product selected by the customer.
 - The Eligible Purpose.
 - Itemised information about the Eligible Purpose.
 - Technical specifications about the Eligible Purpose.
- The Borrower's (Vendor's customer) verification of delivery or completion of the Eligible Purpose. The verification is recorded in the Portal through two-factor authentication or similar process.
- These terms apply to any forward/deposit paid and the final or total balance following the agreed quote, invoice or scope of work.

In case of non-payment or non-progression with the scope of works, options include engaging a new Vendor, revising the Credit Contract, or terminating the agreement with us.

Customers must complete a new Credit Application if there are significant changes to their living or financial circumstances or the parameters of the existing Credit Contract, such as the Credit Limit. The existing Credit Contract will be cancelled/withdrawn.

We reserve data retention rights for a specified period.

You agree that if a payment is made to the Vendor after the Borrower's confirmation, this is the same as the Borrower paying the Vendor directly. You agree that if the scope of work doesn't progress, regardless of who has withdrawn the scope or cancelled the project or raised a dispute, the Borrower is liable to the Credit Provider for the balance borrowed and responsible for pursuing the Vendor for a refund.

We are not liable for any disputes that may arise between the parties.

Disputes are strictly managed and settled according to governing state and/or federal laws.

Vendors can manage projects, Leads, and disputes in the portal. Borrowers can raise disputes through their access.

Communication with the customer via the portal is mandatory if there is a dispute resolution, minor issues or conflict.

There are minimum communication requirements through the Portal for both parties that verify the legitimacy of the relationship and support verification of the Eligible Purpose delivery or completion.

The relationship between parties is verified as authentic and genuine if they have mutually accepted their engagement within the Ecosystem, digitally verified, and the generated Lead has progressed further in the Portal as an Active Job.

Vendor Responsibilities

Vendors ensure quality work, compliance, and workmanship, providing accurate project information.

We do not inquire about the reasonableness of proposed scopes of work.

We are not liable for incorrect portal entries or breaches of laws between the parties, including poor workmanship, warranty, and other issues with the scope of work or products supplied.

As a Finkey Network Vendor you are bound by Finkey's full scope of terms, conditions, policies and disclaimers which have been provided to you and are available on Finkey's website.

Before you provide a quote to a customer or use our platform you must be aware of your responsibilities and obligations by acknowledging the Vendor Agreement, Compliance Summary for Vendors, Vendor Process Guide and the Website & Platform Terms of Use and Conditions.

- *You confirm that the quote and referral is being prepared for the customer, and the customer is aware of this.*

- *You confirm that the customer's basic personal details are collected from the customer.*
- *The customer has consented to submit the details to Finkey Capital per your responsibilities and obligations.*
- *Finkey's financial products are a payment option for your customers you can only introduce a customer to Finkey as a referral and must not provide financial advice.*
- *You must sight the customer's identification and successfully verify the identity of the customer (KYC).*
- *You must not apply for a customer or assist in completing the application on their behalf.*
- *You should not proceed with a job until the customer has received unconditional approval for the loan to avoid non-payment risk by the customer.*
- *Finkey cannot be held responsible for any disputes arising between you and the customer, including situations where the finance has not been approved.*
- *Finkey is not responsible for intervening or moderating any disputes or disagreements between you and the customer.*
- *You must not share your Vendor user login information with anyone within or outside of your organisation.*

Customer Nomination and Privacy

Vendors must ensure they have lawfully gathered customer information and obtained their permission to submit a quote or create an entry into our Ecosystem.

Customers agree that they must only provide their basic information (name and contact information) to the Vendor.

Vendors cannot select, nominate, recommend, force, or coerce financing options for and on behalf of customers.

Vendors must only reference our financial products and services as a payment option. The Vendor must only assist customers by referring them to our application and onboarding process hosted on our Website or Ecosystem.

Customers must independently decide if the option is suitable for them and must undergo a credit assessment through the Ecosystem.

We do not disclose the license or accreditation details of Vendors to prospective Borrowers browsing the Network. We will only provide basic contact information of the Vendor and high-level information about their products and services and facilitate communication between parties.

There is no obligation for the prospective Borrower or Vendor to establish a relationship.

Borrower personal information with Vendors

If the prospective Borrower utilises our services to search for Vendors, obtain quotes for Eligible Jobs, or apply for our credit or financial products and services, we will not identify the customer to the Vendor or Network unless the customer has provided

consent to share their personal information as per our Supplementary Agreements and Privacy terms.

Any personal or credit information we gather from the Applicant, Credit Bureaus or Service providers for the purposes of the Credit Application will not be disclosed to the Vendor.

Applicants and Borrowers agree that we may disclose the outcome or status of a Credit Application or Contract, including the conditionally and unconditionally approved Credit Amount and Credit Limit stated on the Credit Contract, to the Vendor through the Portal.

New Borrowers

Our Ecosystem contains a database of accredited Network Vendors.

Borrowers can search for available Vendors by specifying a corresponding Eligible Purpose. The enquiry or scope request must correspond to an Eligible Purpose.

A Borrower can contact a Vendor directly or through an enquiry form on our Website.

A Borrower can apply for credit for Eligible Purposes by commencing a Credit Application or submitting a quote or scope request to a Vendor through the Ecosystem.

Existing customers of Network Vendors

A Borrower can also be an existing customer of a Network Vendor.

They are introduced to us by the Vendor through the Ecosystem by their consent or selection of our financial products and services offered to them as payment options for an Eligible Purpose. These Borrowers can be onboarded through the Vendor's Point-of-Sale (POS).

Borrowers wishing to finance an Eligible Purpose through their own Vendor must ensure the entity is accredited to our Network before submitting a request for a quote or a Credit Application.

Lead Generation

Enquiries submitted by Borrowers are received and processed as Leads by the Vendor within the Ecosystem.

Vendors registered on the platform can view and respond to these Leads.

Credit Application Initiation

Processing of Leads and Applications

Upon submitting an enquiry, Borrowers are directed to complete a Credit Application.

The Credit Application can be accessed through the Ecosystem upon submitting an enquiry or scope request to a Vendor, utilising a link provided, the Vendor or directly on the Vendor's (POS) system.

Vendor Interaction

The submitted enquiry becomes a Lead visible to Vendors registered on the Finkey Ecosystem.

Viewing the Lead, vendors can respond with a quote or scope of work.

The Vendor must complete a set of mandatory requirements (Eligible Purpose scope, technical details and photos) for a Borrower's Credit Application to be processed (even after submission by the Borrower).

When the Vendor completes their requirements, the Lead converts to an Inactive Job with a corresponding application status. i.e. Inactive – Loan Application Outstanding.

Credit Application Process

The Borrower accepts a quote for Eligible Purposes by completing and submitting a Credit Application to us.

Borrowers are required to complete the Credit Application through the Ecosystem.

The application process includes providing the necessary information for credit assessment in accordance with our regulatory obligations as a Credit Provider, the Credit Contract and Supplementary Agreements.

Upon completing the Credit Application, Borrowers and Vendors must await approval confirmed within the Ecosystem and supplementary communications before delivering the quote.

Parties agree that we are not liable for the commencement or delivery of any Eligible Purpose without final credit approval in writing.

Parties agree that approval is exclusive to the Borrower signing the Credit Contract.

Approval is granted upon confirmation that the Borrower has signed the Credit Contract. This is prompted through the Ecosystem and by application status updates. i.e. the corresponding status of the Active Job proceeds from Loan Approved – Contract Sent to Loan Approved – Contract Signed.

The Vendors willing to provide the requested services proceed with delivering the Eligible Purpose upon final confirmation.

Credit Offer Acceptance

Upon successful matching, Borrowers receive credit offers based on the submitted enquiry.

The Borrower has the option to accept (sign the Credit Contract) or decline the credit offer.

Credit Contract Execution

Upon acceptance, a Credit Contract is executed between the Borrower and the respective Vendor.

The Credit Contract includes details such as Borrower Rates and any applicable charges.

Scope of Work and Project Commencement

Having agreed on terms, the parties proceed with the scope of work.

Project commencement is contingent on this Agreement, the terms established in the Credit Contract, the Vendor Terms and Conditions and Supplementary Agreements.

Loan Settlement and Repayment

We facilitate the settlement of the loan amount on behalf of the borrower to the Vendor upon confirmation from the Borrower that the Eligible Purpose has been delivered.

Repayment terms, as outlined in the Credit Contract, are adhered to by the borrower.

Ongoing Communication

Communication between the Borrower and the Vendor is facilitated through the platform.

Minimum requirements and obligations for project commencement, progress, and completion are outlined to verify approval and authority for fund settlement.

Vendor Performance and Compliance

Vendors ensure the project's quality, compliance, and workmanship.

We do not assess or are responsible for the reasonableness of the scope of work proposed by the Vendor.

Dispute Resolution

Disputes unrelated to our financial services or products are directed to the Vendor.

Financial product or service-related disputes can be addressed by contacting us through specified channels.

Vendor Obligations

Vendors must uphold professional standards and comply with our requirements under this Agreement and other agreements with us.

Compliance with our point-of-sale process and platform utilisation is mandatory.

Privacy and Consent

Borrowers acknowledge and agree to the Privacy Statement and Electronic Communication terms.

Consent is required for credit history checks, and borrower information is held in accordance with our Privacy Policy.

Borrowers: Repayments

To repay the loan, you must follow the repayment plan mentioned in the Credit Contract Schedule. Early repayments are allowed under the Credit Contract. For more information, refer to your Credit Contract.

If you are applying for a joint application, the main Borrower (Applicant 1) is responsible for the submission and authorisation of the credit application.

If you cannot make a repayment or foresee financial hardship or difficulty, please contact us at hardship@finkey.co with general information about how we could assist you or call us at 1300 346 539 (1300 Finkey) as soon as possible.

You can also visit our hardship contact information page on our website for more information and options available to you.

Indemnity and limitation of liability

You agree to take responsibility for any losses, expenses, costs, and damages, whether direct or indirect. This includes any legal costs and consequential loss that might occur due to your use of the Website and/or Ecosystem. You also agree to protect, defend, and hold us, our officers, employees, principals, and contractors harmless from such losses and claims arising from your fraud, coercion or other prohibited or unlawful acts that use or interfere with our financial and non-financial products and services. If this indemnity refers to any other person besides us, we hold this indemnity on trust for those individuals.

You agree to our liability limitations as permitted by the law.

We assume no liability for any loss or damage you may suffer directly or indirectly while using the Finkey Capital Services, including through negligence. This also includes any damage caused to your computer or other technological systems while using our website. Any condition, warranty, or guarantee this Agreement would have implied is also excluded.

Our liability to you for breach of a condition, warranty, or guarantee implied by the legislation will be limited to the cost of resupplying services, at our sole discretion.

Moreover, we assume no responsibility for failing to confirm that your account is open or active or not providing you with information and identification when you open your account.

We cannot be held liable or responsible if you are a Borrower ineligible for our financial and non-financial products and services and misuses our Ecosystem despite being aware of this Agreement and Supplementary Agreements. It is your responsibility to exercise reasonable care in determining your eligibility for our financial and non-financial products and services and to use the material on our Website with appropriate competencies and skills to understand your requirements and situation.

Please note that we will not be held responsible for the failure to display Vendor or product/service results on our website. Additionally, we are not liable for any discrepancies or mismatches between prospective Vendors/Borrowers and any leads or credit applications submitted through to us.

We are not liable for any loss or damage caused by events beyond our control. In such cases, we reserve the right to cancel or suspend our Ecosystem and the delivery of financial and non-financial products and services without liability.

Our intellectual property rights

Unless explicitly stated, all rights, titles, and interests, including copyright, designs, patents, trademarks, and other intellectual property rights, in this website and all materials (including text, service marks, graphics, logos, audio, and software) provided on this website (referred to

as "Content") that are either registered or unregistered are either owned by us or licensed from third parties.

Any reproduction or redistribution of our Website or its Content is strictly prohibited and may lead to civil and criminal penalties. Furthermore, you are not allowed to duplicate the Content on any other server, location, or medium for purposes of publication, reproduction, or distribution.

Except for uses permitted by law, all other actions involving the use, duplication, or reproduction of this website, its Content, or any part of it are expressly prohibited. However, you can create a single copy to view the Content for your personal use.

By generating Leads or Quotes on our Ecosystem, you agree to assign us any intellectual property rights, including the copyright.

We own all the rights to the Quotes or scopes related to the products, goods, or services that are eligible for finance or credit, including any related content on the Ecosystem, such as product specifications, photos, and other materials. Our Ecosystem does not give you any rights to the content and related intellectual property.

Terms for Promotional Campaigns

Additional terms and conditions may apply for campaigns: promotions or competitions. If you want to participate in campaigns, you must agree to the relevant terms and conditions applicable to the campaign. If there are any inconsistencies between the relevant terms and conditions and this Agreement, those terms and conditions will prevail.

Further Disclaimers

Without limiting our rights, all trademarks, brands and logos on the Website are owned by us, or we have a licence to use them. Your access to and use of our Website does not license you to use those trademarks, brands and logos.

Please note that the information displayed on the Website or our Ecosystem does not offer or intend to enter into legally binding contracts or arrangements with you or any third party for products or services.

All financial and non-financial products and services on the Website are available only to eligible applicants and approved Borrowers or accredited Vendors. It is not intended to be used as a substitute for personalised professional advice from a qualified expert. Please contact us for information on our financial and non-financial products and services.

Any information we provide on our Ecosystem is general and not advice. A separate agreement with us binds Vendors, they are not authorised to provide any financial advice.

You represent and warrant that the information you provide as part of any registration or application process using the Website or Ecosystem is true and correct and that you are the person whose details you have provided in connection with your enquiry, application or account.

You have the authority to share information regarding Joint Account Holders.

If you are a company, you guarantee that we can rely on the Australian Securities and Investments Commission (ASIC) details about you as being up-to-date and correct at all times.

Law and Interpretation

When we refer to any law, legislation, statute, regulation, or code, it includes any changes made to them and any additional regulations created under them. This also includes any restatements of a code.

The Agreement is governed by the laws in force in New South Wales, Australia.

This Agreement includes all guarantees, conditions, warranties, rights, and remedies that apply under the Commonwealth Competition and Consumer Act 2010 or any similar State legislation. These essential guarantees, conditions, warranties, rights, and remedies cannot be excluded, restricted, or modified in any way. Except where prohibited by law (including the Consumer Guarantees), any conditions or warranties typically included in this Agreement are not included. However, if any legislation mandates the inclusion of any conditions or warranties, we will do so. If this occurs, our liability will be limited to the maximum extent permissible by law.

When "include" or "including" are used, it is meant to convey that the particular item being referred to is not an exhaustive list and should not be limited to only those specifically mentioned items. Instead, it is intended to be interpreted broadly, without restrictions or limitations.

Changes to our Terms

Our Agreement and any Supplementary terms may be subject to changes and updates over time. We will take the necessary steps to bring any changes to your attention including notices on our Website or through digital means via the Ecosystem. It is your responsibility to check the currency of this Agreement on our Website to ensure that you agree with it. If you continue to use our Ecosystem after changes to this Agreement, that will be considered as your acceptance of the changes.

Definitions

Borrower(s) include Applicants: individual or joint homeowner applicants who may meet Finkey's 'green' eligibility, credit and serviceability criteria to be approved for finance. This includes but is not limited to persons browsing, using the Vendor search functions, submitting quote requests, requests for quotes (Lead/Job generation for Vendors), homeowners applying for a quote or estimate of the cost of credit, submitting finance and credit product applications for undertaking Eligible Purpose or purchases, applicants finalising project and loan documentation and user account access for onboarded Borrowers that hold a Finkey application or account number.

Vendor(s) are businesses or individuals engaged in various industries, including tradespersons, installers, builders, contractors, project managers, suppliers, and manufacturers, who offer renewable energy technology, 'green' or efficient technologies, and utilise sustainable materials and practices for home building and renovation. They work

directly with customers interested in financing their projects and may offer Finkey as a payment option.

The entity can be defined and referred to but not limited to as a tradesperson (tradie), Installer, Retailer, Wholesaler, Project Manager, or Builder engaged in the sale or installation of renewable energy technology, 'green' or efficient technologies and/or the home building, construction and renovations industry.

Eligible Purpose/Jobs (Purchase) refers to the customer's Purchase of all eligible financing activities, projects, products, goods, services or other materials or products that are delivered and/or installed and/or constructed by Network Vendors to their customers (Clients or Borrowers) for which finance has been sought or approved by the Credit Provider.

Job refers to a customer profile, entry or application within Finkey's connected tech stack (Ecosystem).