

Our Disclosures

Please read these terms and conditions carefully before you proceed further. Some key points to note are set out below.

- You must be over 18 years old to use our services.
- We have obligations under Australian law to request and verify certain information from you and to conduct anti-money laundering, anti-terrorist financing and other mandated processes.
- When you create an account and deposit your cryptocurrency with us, we may provide you with a loan, subject to meeting our credit criteria.
- The maximum loan amount is equal to 50% of your crypto in Australian dollar equivalent value, subject to the Loan Documents and our credit policies.
- We will only accept deposits in Bitcoin (BTC) and Ethereum (ETH), unless we tell you otherwise.
- Fees and charges (including origination, early repayment, late fees) and interest, if applicable, are set out in your Loan Documents. Enforcement expenses (if payable) are governed by your Loan Documents and applicable law.
- We may restrict or suspend access to the Yield App or Account in limited circumstances described in these General Terms (for example, security or legal compliance), and we will act reasonably and proportionately when doing so.
- We may amend these General Terms from time to time for platform and service matters, with notice and safeguards described below.
- To the extent you have rights under the Australian Consumer Law or other non-excludable rights, nothing in these terms modifies or excludes those rights.

Contact

Yield Capital Pty Ltd (ABN 38 672 205 113)

Address: Suite 202 Level 2 165 Phillip Street Sydney NSW 2000

Email: loans@yield.io

General Terms and Conditions

1. Scope of these General Terms

- 1.1 These General Terms govern your access to and use of the Vield App, your Account, and related platform services we provide.
- 1.2 If you enter into a loan contract, your loan contract is comprised of the Schedule and Operative Terms issued for that loan (the **Loan Documents**) and also incorporates these General Terms (the **Contract**).
- 1.3 All loan specific terms and conditions are set out in the Loan Documents. This includes the loan amount, interest, fees, repayments, term, events of default, default notice requirements, enforcement rights and processes, security and security realisation, enforcement expenses, and termination of the loan. These General Terms do not include all of the pre-contractual information for your loan and must be read together with the Loan Documents.
- 1.4 Nothing in these General Terms adds to, varies, or duplicates the loan specific terms and conditions set out in the Loan Documents.
- 1.5 If there is any inconsistency between these General Terms and the Loan Documents relating to a loan, the Loan Documents prevail to the extent of the inconsistency.
- 1.6 These General Terms apply independently of any loan you may have, and may apply even if you do not have a current loan.
- 1.7 Capitalised terms not defined in these General Terms will have the same meaning as in the Loan Documents.

2. Vield and Our Services

- 2.1 The Vield web portal and computer or mobile application (collectively, **Vield App**) is operated by Vield Capital Pty Ltd (ABN 38 672 205 113) (**Vield, we, our or us**).
- 2.2 Vield is a credit representative of LSL Alternative Credit Pty Ltd (ABN 55 641 811 181, Australian Credit Licence number 526970) (**Credit Provider**). Our credit representative number with ASIC is No. 553950.
- 2.3 When you create an account with us, you are personally liable for performing the obligations set out in these General Terms that apply to you.
- 2.4 After creating an account, you will be able to deposit BTC or ETH or any other digital assets we permit from time to time (**Digital Assets**) to a designated wallet (**Security Wallet**) and then apply for an Australian Dollar (**AUD**) denominated personal and or commercial loan.

3. Vield App

- 3.1 By installing the Vield App, by registering and creating an account on the Vield App or through our website, and or by using the Vield App, you agree to these General Terms and our privacy policy as amended from time to time (**Privacy Policy**).
- 3.2 You agree to receive communications electronically through the Vield App or by email. If we become aware that electronic delivery to you has failed, or if required by law, we will use another reasonable method of communication that you have provided to us. You may opt out of electronic communications where required or permitted by law, by contacting us in writing.
- 3.3 You must not register or create an account unless you are at least 18 years old and you must not create one for or on behalf of someone who is under 18 years old.

- 3.4 When using the Vield App, you must comply with these General Terms and not do or attempt to do anything unlawful or inappropriate, including any Restricted Activities.
- 3.5 While the Vield App may be accessed in Australia or overseas, we make no representation that it complies with the laws of any country outside Australia. If you access the Vield App from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place you access the Vield App.
- 3.6 Any information contained in the Vield App, website, and or in materials provided with loan products and services is of a general nature only and is not intended as legal, tax or financial advice. Vield and the Credit Provider are not acting as your adviser. You should seek your own professional advice if needed.

4. Your Account

- 4.1 You must create an account in order to use our services (**Account**).
- 4.2 When you create an Account, we may ask questions to determine whether our services are suitable for you and may ask you to provide documents to support or verify the answers.
- 4.3 All information provided to us will be treated in accordance with our Privacy Policy.
- 4.4 We may verify identity and business legitimacy using third party providers and may share your information with them for know your customer (**KYC**) and know your business (**KYB**) purposes.
- 4.5 You may also register for an Account using your Facebook or other social media network account (**Social Media Account**). If you sign in to your Account using your Social Media Account, you authorise us to access certain information on your Social Media Account including but not limited to email, name, date of birth, location & profile photo.
- 4.6 You must ensure personal information you give to us is accurate and up to date.
- 4.7 You must keep your Account details confidential and take reasonable steps to keep your account secure. You are responsible for all activity on your Account.

5. Loans

- 5.1 Once you have set up your Account and completed KYC and KYB verification, you may apply for a loan from us (for a commercial loan) or from the Credit Provider (for a personal loan).
- 5.2 Approval of a commercial loan application is at our discretion and subject to you meeting our credit criteria. Approval of a personal loan application is at the discretion of the Credit Provider and subject to you meeting its credit criteria.
- 5.3 Approval of credit in all cases may be subject to conditions such as target market determination suitability, serviceability, and a sufficient Security deposit.
- 5.4 If approved, the Loan Documents will specify the loan amount and other terms.
- 5.5 If you have a loan, the Vield App may display information about amounts that may be payable, including repayment amounts, interest amounts, due dates, and balances, and we may make available one or more payment methods through the Vield App to facilitate payments under the Contract. Making a payment method available does not change the Contract.
- 5.6 The Vield App may display information about the loan to value ratio (**LVR**) by reference to the value of Security and amounts owing. Any LVR calculation methodology, valuation approach, and related assumptions will be determined consistently with the Loan Documents. Any rights or obligations that arise because of LVR, including any default, notice, acceleration,

enforcement, or security realisation, are governed by the Contract (if you have one) and applicable law.

- 5.7 We may send you notifications through the Vield App or electronically when the LVR reaches certain thresholds or other events occur, including warnings and requests to take action. A failure or delay in sending a notification does not waive any rights under the Contract and does not change your obligations under the Contract. However, we will act reasonably in the way we exercise any rights under the Contract, including by giving notice where required or where reasonably practicable.
- 5.8 If there is any inconsistency between information displayed in the Vield App and the Loan Documents, the Loan Documents prevail.

6. Depositing Security and Security Wallet

- 6.1 After creating an Account, we will provide you with a Security Wallet to which you can deposit your Digital Assets.
- 6.2 At all times, whether depositing to or transferring from your Security Wallet, you are responsible for ensuring that any Digital Assets are transferred to and from the correct wallet addresses. We are not responsible for loss arising from an incorrect wallet address provided or inputted by you, whether intentional or not. However, we remain responsible for any loss caused by our fraud, negligence or system error, to the extent liability cannot be excluded by law.
- 6.3 The Digital Assets may be held using a third party wallet provider and managed by us or our service providers.
- 6.4 We will not enforce against, take possession of, or realise Digital Assets that are held as Security for a loan unless and until we are entitled to do so under the Contract and applicable law.
- 6.5 The Contract is a security agreement under the *Personal Property Securities Act 2009* (Cth) (**PPSA**) and you grant us a security interest under the Contract. The creation, perfection and enforcement of that security interest is governed by the Contract and applicable law.
- 6.6 If you repay all outstanding amounts you owe under the Contract and you decide to close your Account, we will transfer within a reasonable time any remaining Security to the wallet details you provide, subject to the Loan Documents, operational requirements, and applicable law.
- 6.7 The value of Security and any Security valuation calculation will be determined using a reasonable and consistently applied valuation methodology, having regard to reputable digital asset price sources. We will act reasonably and in good faith when determining any Security valuation calculation that we perform. If the digital asset price moves more than 10% up or down in any 24 hour period, we may adopt an average trailing price or lowest quoted price during that period, provided we act reasonably and consistently with our valuation methodology. The Loan Documents may specify how valuation and LVR are determined for loan purposes.
- 6.8 You waive PPSA notices only to the extent permitted by law. We will still provide contractual notices relevant to enforcement under the Loan Documents when required by law.

7. Restricted Activities

- 7.1 In your dealings with us or in using the Vield App, you must not at any time engage in any of the following (**Restricted Activities**):
- (a) providing false, inaccurate or misleading information;

- (b) transferring potentially fraudulent or tainted assets;
- (c) refusing to co-operate in an investigation;
- (d) tampering with or modifying the Vield App;
- (e) scraping, monitoring or copying the Vield App or its data without permission;
- (f) using malware;
- (g) interfering with services;
- (h) deliberately circumventing policies or restrictions;
- (i) harassing, defaming, stalking or threatening employees, agents, other users or the public; or
- (j) engaging in any other activity that is unlawful, unethical, or otherwise similar in nature to the above Restricted Activities.

7.2 We may introduce additional prohibited transaction categories only where reasonably necessary to comply with law or regulatory requirements, or to manage fraud and security risks, and we will notify you of any such additions.

8. Account restrictions and platform protective steps

8.1 Any event of default under a loan, and any consequences of default, are governed by the Loan Documents.

8.2 We may restrict, suspend, or close access to the Vield App or your Account where we reasonably consider it necessary to:

- (a) protect the security or integrity of the Vield App, our systems, or other users;
- (b) comply with law, regulatory requirements, or directions from a regulator or law enforcement;
- (c) investigate suspected fraud, unauthorised access, or security incidents; or
- (d) address Restricted Activities or misuse of the Vield App.

8.3 We will act reasonably and proportionately when exercising rights under this clause, and we will not restrict or suspend your Account for an immaterial or promptly remedied issue where it is not reasonably necessary to do so.

8.4 Any restriction, suspension, or closure under this clause does not, by itself, vary any rights or obligations under the Loan Documents, except to the extent the Loan Documents expressly provide.

9. Indemnity and limitation of liability

9.1 To the extent permitted by law you indemnify us for loss or damage we suffer that is directly caused by your breach of these General Terms or your fraud or misconduct. This indemnity does not cover consequential or indirect loss, loss of profits, or loss caused by our fraud, negligence, wilful misconduct or system error, to the extent liability cannot be excluded by law.

9.2 Nothing in these General Terms limits rights you have under the Australian Consumer Law or any other non-excludable rights.

9.3 To the extent permitted by law, we are not liable for indirect or consequential loss. This exclusion does not apply to loss caused by our fraud, negligence, wilful misconduct or breach of these General Terms, to the extent liability cannot be excluded by law.

9.4 Any limitation or cap on liability relating to a loan is governed by the Loan Documents (if you have one) and applicable law.

10. Consumer protection and complaints

10.1 To the extent you have rights under the Australian Consumer Law, nothing in these General Terms modifies or excludes those rights.

10.2 You can make an inquiry or complaint by email or post to our address. We aim to acknowledge complaints within five business days and resolve them within twenty eight business days where possible. If you are not satisfied, you may contact the Australian Financial Complaints Authority (**AFCA**), if applicable.

11. Verification of identity

11.1 On request, you agree to provide information and documentation reasonably required to verify your identity in accordance with applicable anti-money laundering and counter-terrorism financing (**AML/CTF**) laws. You consent to us using and disclosing such information for this purpose. You warrant that information provided is true and correct.

12. Intellectual property

12.1 All intellectual property developed, adapted, modified or created by us or our personnel (including these General Terms, content on the Yield App, and our products and services) vests in and remains vested in us.

13. Assignment

13.1 You must not assign your rights or obligations under these General Terms or the Loan Documents without our prior written consent.

13.2 We or the Credit Provider may assign our rights or obligations under these General Terms or the Loan Documents. If we do so, we will give you notice as soon as reasonably practicable and ensure that the assignment does not materially prejudice your rights under the Contract.

14. Variations to these general terms

14.1 We may amend these General Terms from time to time where reasonably necessary to:

- (a) comply with law or regulatory requirements;
- (b) address security, fraud, or operational risks;
- (c) reflect changes to platform functionality; or
- (d) make clarifications that do not materially disadvantage you.

14.2 If a change to these General Terms would materially disadvantage you in relation to the platform services, we will give you reasonable advance notice where practicable. If you do not agree to the change, you may stop using the Yield App and close your Account in accordance with the applicable closure process.

14.3 Any update to these General Terms does not vary, amend, or replace any term of the Loan Documents. If you have a loan with us, any change to the Loan Documents may only occur in accordance with the Loan Documents and applicable law.

15. General

15.1 Headings are for reference only and do not affect interpretation.

15.2 Any notice required or permitted to be given under the Loan Documents must be given in accordance with the Loan Documents.

15.3 Any notice under these General Terms may be given by electronic communication through the Yield App or by email to the last email address you have provided to us, unless applicable law requires a different method.

15.4 You must keep your contact details up to date in the Yield App.

15.5 These General Terms are governed by the laws of New South Wales. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts, subject to applicable law.