



## hummm Terms and Conditions – Oct 2021

### IMPORTANT INFORMATION

hummm BNPL Pty Ltd (**we/us/our**) is making changes to the terms and conditions for your hummm account. From 8 February 2022, the hummm Terms and Conditions (**hummm T&Cs**) will be amended as set out below.

#### hummm T&Cs - Feb 2022

We have updated the hummm T&Cs to include a Bill Transaction Fee of \$2.00, payable each time you use your Account to pay a bill with BPAY.

This fee will be set out in the Credit Schedule for a Purchase, and will be collected with your first payment.

We are also amending the amount of the Establishment Fee and Repeat Purchase Fee as set out below. An Establishment Fee or Repeat Purchase Fee applies for each Purchase of a Big Thing, and the fee will be set out in the Credit Schedule for a Purchase:

Fee	Current	New
Establishment Fee	\$35 – \$90	\$30 - \$110
Repeat Purchase Fee	\$22	\$29

Notwithstanding any other term of your contract, the total amount payable under your contract for Establishment Fees, Repeat Purchase Fees, Bill Transaction Fees and Monthly Fees and any other amount which is a charge for the provision of credit is subject to annual caps, as set out in the hummm T&Cs.

The updated hummm T&Cs are available at: <https://www.shophummm.com/au/terms-and-conditions-2022>

If you have any questions, please contact us on **1800 088 151**.

These T&Cs and your Credit Schedules (there is a separate Credit Schedule for each Purchase) together comprise your Contract. These T&Cs govern your hummm Account. Capitalised words have a special meaning and are defined at the end of these T&Cs.

### GENERAL TERMS AND CONDITIONS

#### 1. How to establish your hummm Account

1.1 If you don't already have an Account with us, by submitting a completed Credit Schedule to a Merchant for the first time, or by making an application to join hummm using the hummm Portal, you offer to enter into this Contract and you accept the terms of this Contract (including these T&Cs).

1.2 If we accept your offer, we will open an Account in your name.

#### 2. How you can use your Account

2.1 You can use your Account to make Purchases from Merchants, subject to any maximum

spending limits applicable to any Merchants as determined by us.

2.2 The Credit Limit that applies to your Account at any given time will be displayed in the hummm Portal.

2.3 You can request that we increase your Credit Limit up to the Maximum Limit at any time. We may only increase your Credit Limit at your request, but we do not have to agree to your request.

2.4 You can request that we reduce or cancel your Credit Limit at any time, subject to any minimum limits that may apply from time to time.

2.5 Subject to these T&Cs, you may draw down under your Account to make Purchases from Merchants up to the Available Limit.

2.6 To make a Purchase on your Account, you must submit to us via the hummm Portal, or to a Merchant, a Credit Schedule requesting us to provide an Amount of Credit to pay for the proposed Purchase.

2.7 If we approve your request to make a Purchase, you may make the proposed Purchase by using the Amount of Credit.

2.8 If you request that we provide an Amount of Credit that is more than your Available Limit, we will treat your request as a request to increase your relevant Credit Limit, and if approved by us, we will increase your Credit Limit accordingly.

2.9 You must pay any upfront payment we require you to pay to the Merchant for a Purchase in order to draw down under your Account for that Purchase. You will be notified of any upfront payment at the time of any proposed Purchase.

2.10 You cannot use your Account to Purchase a Big Thing if you have more than three Outstanding Purchases relating to Big Things.

2.11 If there are two or more accountholders for the Account, you acknowledge and agree that:

(a) any one person can operate the Account and bind all accountholders. We can act on instructions relating to your Account from any one person (including instructions to suspend or cancel your Account), but the consent of all accountholders is required to lift any suspension of your Account or to increase your Credit Limit;

(b) each person is individually liable for all of your obligations under this Contract, and all accountholders are jointly liable; and

(c) information available in the humm Portal can be accessed by each person.

2.12 Subject to clause 2.11, we can only accept instructions relating to your Account from an accountholder. If you wish to nominate a third party to act on and operate your Account on your behalf, you must make this request in writing (which includes via the humm Portal).

### **3. When you cannot use your Account**

3.1 You cannot draw down under your Account to make a Purchase if:

(a) your Account has been closed, or use of your Account has been locked, suspended or cancelled;

(b) you are in Default;

(c) you do not provide any documents we reasonably require, including identification documents;

(d) the amount of the Purchase exceeds any maximum spending limit applicable to the Merchant as determined by us;

(e) we are not reasonably satisfied that the Merchant is entitled to that amount under your contract with the Merchant;

(f) a paper Credit Schedule submitted to a Merchant is incorrect or incomplete;

(g) you have not provided a completed Credit Schedule (including a direct debit authority if we require it); or

(h) we reasonably believe that you or any other person has acted fraudulently in connection with your Account.

### **4. The amount you have Available to Spend**

4.1 Your Account is a continuing credit facility.

4.2 When you make a Purchase, your Available Limit is reduced by the amount of the Purchase (ie the Amount of Credit we provide for the Purchase) on the Start Date for that Purchase.

4.3 When repayments are made on a Little Things Purchase, your Balance Owing decreases by the amount of the repayment (after applying any fees and other amounts in accordance with clause 7), and your Available Limit increases by the same amount.

4.4 When repayments are made on a Big Things Purchase, your Balance Owing decreases by the

amount of the repayment (after applying any fees and other amounts in accordance with clause 7), and your Available Limit increases by an amount which corresponds as follows:

<b>Percentage of amount of Purchase repaid</b>	<b>Percent of dollars repaid available to make another Big Things Purchase</b>
1% to 25%	10%
26% to 50%	50%
51% to 75%	75%
76% to 100%	100%

**You can check your Available Limit at any time in the humm Portal or by contacting us on 1800 088 151.**

**5. When we may reduce or cancel your Credit Limit**

5.1 We may without notice, acting reasonably, reduce or cancel your Credit Limit if:

- (a) you are in Default; or
- (b) we reasonably believe that there may be a material adverse impact on you or us if we do not reduce your Credit Limit (including because we reasonably believe that you may not be able to meet your obligations under this Contract if you drew down further).

If we reduce or cancel your Credit Limit in these circumstances, we will notify you promptly afterwards.

5.2 We may, acting reasonably, reduce or cancel your Credit Limit by giving you one month's written notice if:

- (a) we decide to no longer offer the humm product or we put an alternative offer to you; or
- (b) it is necessary due to a change in law or a code binding us.

**6. Repayments**

6.1 You must repay the Amount of Credit we provide you in respect of each Purchase. For each Purchase, you must pay to us:

- (a) the repayments specified in the Credit Schedule for that Purchase from the Start Date. The amount, frequency and dates for making repayments will be displayed in the humm Portal; and
- (b) any applicable additional fees specified in clause 7 that are not included in the Amount of Credit.

6.2 Your final required repayment in relation to a Purchase cannot exceed the unpaid amount of that Purchase and any applicable fees. Any amounts received by us in excess of the Amount of Credit and any applicable fees for a Purchase will be returned to you.

6.3 If any amount is due on a day that is not a Business Day, or on a day that does not exist (e.g. 30 February), you must pay us the amount on the next Business Day.

6.4 Each Purchase will have a separate Amount of Credit and repayments that are due. The repayment amount stated in the Credit Schedule does not include any government duties applicable to the repayment, or any fees and charges payable under this Contract other than the Establishment Fee or Repeat Purchase Fee (if applicable).

6.5 We will notify you of the Start Date for each Purchase. The Start Date will usually be the date you submit a Credit Schedule to us.

6.6 Repayments must be made by direct debit from the bank account or credit card nominated by you in the Credit Schedule or by any other manner approved by us. If you have more than one Outstanding Purchase, we will initiate separate direct debits for the repayments due in relation to each Purchase. You must ensure that there are sufficient funds in your nominated account to allow

- any repayment to be successfully direct debited. If an attempted direct debit fails, we may make further attempts to direct debit your account until the direct debit is successful.
- 6.7 You may make repayments or pay fees and charges ahead of time.
- 6.8 You may have the option in the humm Portal to reschedule the due date for a repayment to a later date up to the day before the next repayment is due for that Purchase. However, you can only have one outstanding rescheduled payment at any one time.
- 6.9 Generally, we apply any payment we receive towards repayment of any unpaid amounts owing to us in the following order:
- (a) enforcement expenses;
  - (b) government taxes, duties or charges;
  - (c) fees payable under this Contract relating to the Purchase;
  - (d) any Outstanding Purchases nominated by you;
  - (e) any other part of the Balance Owing.
- 6.10 If you make a payment to us, and you have made more than one Purchase on your Account, you may nominate the Purchase to which the payment relates. If you do not nominate a Purchase, or if you are in Default, we may apply the payment to any Purchase at our discretion (acting reasonably).
- 6.11 If you are in Default, we may, acting reasonably, make changes to the amount, method of calculation, number, frequency or due date of repayments, or period over which repayments are to be paid, with or without your consent, in order to remedy any arrears in payment. If we make any change without your consent, we will notify you promptly afterwards.
- 6.12 All repayments and fees and charges are non-refundable unless we have received the payment in error or you are entitled to a refund by law.
- 6.13 If you sell or dispose of any goods which you have purchased with your Account, you are still required to continue to make repayments to us in respect of that Purchase and pay any applicable fees and charges until the Total Amount Owing is paid in full, even if you are no longer in possession of those goods.
- 6.14 All payments must be made in full when they are due, without setting off or deducting any amounts you believe we owe you, and without counterclaiming any amounts from us.
- 6.15 If the Credit Schedule for a Purchase specifies a Deferral Period, we will only require you to make repayments in respect of that purchase after the end of the Deferral Period.
- 7. Fees and charges**
- 7.1 Subject to clause 7.2, you must pay us:
- (a) an Establishment Fee or Repeat Purchase Fee for each Purchase of a Big Thing. This fee will be set out in the Credit Schedule for a Purchase. The Amount of Credit for a Purchase will include the Establishment Fee or Repeat Purchase Fee together with the price to be paid to the Merchant for the relevant good or service. This fee is repaid as part of the repayments you must make to repay the Amount of Credit for a Purchase;
  - (b) a Monthly Fee of \$8.00 payable on the first Business Day of each month if there was any Balance Owing on any day in the previous calendar month. This fee is only charged once each month, regardless of the number of Outstanding Purchases. If you have only one Outstanding Purchase, the Monthly Fee will not be payable during any applicable Deferral Period;
  - (c) a Late Payment Fee of \$6.00 payable each time a repayment is not paid by the due date for payment;

- (d) any government charges payable on payments under this Contract; and
- (e) any reasonable enforcement expenses (including internal and external costs) we reasonably incur in enforcing this Contract after a Default, including legal costs and expenses.

You authorise us to debit any of these fees, charges and amounts to your Account at any time after they become payable

7.2 Notwithstanding any other term of this Contract, the total amount payable under this Contract for Establishment Fees, Repeat Purchase Fees and Monthly Fees and any other amount which is a charge for the provision of credit is subject to annual caps. Those caps are set out below.

When annual cap applies	Annual cap
For the 12-month period after you enter into this Contract	\$200
For any subsequent period of 12-months	\$125
If you have had a previous continuing credit contract with us (or our 'associate' as defined in the <i>National Consumer Credit Protection Regulations 2010</i> (Cth)) in the previous 12 months	\$0

These caps will automatically reduce to reflect any lower prescribed maximum charge prescribed by law.

## 8. Cancelling your Account

**You may cancel your Account at any time. We may cancel your Account if it is inactive for 24 months or if you are in Default.**

8.1 You may at any time cancel your Account by giving us notice in writing (which includes via the humm Portal). We will only action your request once you have repaid the Total Amount Owing. You are entitled to repay the Total Amount Owing and

cancel your Account at any time, and we will not charge you any fees for doing so.

8.2 We may cancel your Account:

- (a) if it is inactive for 24 months – that is, if you have not made any Purchases on your Account and your Balance Owing is zero for a 24-month period; or
- (b) if you are in Default – see clause 10 for more information.

## 9. Locking or suspending your Account

**We may lock or suspend your Account at any time.**

9.1 We may lock or suspend your Account at any time if:

- (a) you are in Default;
- (b) we reasonably believe that there may be a material adverse impact on you or us if we do not lock or suspend your Account;
- (c) we reasonably believe that you or another person has acted fraudulently in connection with your Account;
- (d) we consider it reasonably necessary as a result of a dispute regarding a transaction under your Account; or
- (e) we otherwise reasonably consider it to be necessary to protect your or our interests.

9.2 We do not need to give you prior notice of a lock or suspension but will promptly inform you afterwards.

9.3 We may continue to direct debit the repayments you owe in relation to Purchases while your Account is locked or suspended.

## 10. Default

**The events which may cause you to Default under this Contract are listed below. You may Default even if you have made all your payments. If you Default, we may suspend**

**your Account and require immediate repayment of the Total Amount Owing.**

- 10.1 You are in Default if:
- (a) you do not pay any amount due under this Contract or your Account within 2 Business Days of the due date for payment;
  - (b) you or another person on your behalf gives us materially incorrect or misleading information in connection with this Contract;
  - (c) we reasonably believe that you or another person has acted fraudulently in connection with your Account; or
  - (d) you are Insolvent or steps are taken to make you Insolvent.
- 10.2 If you are in Default, we will give you a notice informing you that you are in Default and specifying a date by which you must fix the Default (if it can be fixed). If you do not fix the Default by the date specified by us, the Total Amount Owing becomes immediately due for payment.
- 10.3 Enforcement expenses may become payable under this Contract in the event of a Default or a breach of this Contract and are payable in accordance with clause 7.
- 11. What to do if you dispute a transaction or want to make a complaint**
- 11.1 If you want to dispute a transaction, or make a complaint about your Account or anything else in relation to this Contract, you should tell us as soon as possible and provide us with sufficient information or documents for us to be able to investigate the matter.
- 11.2 If you make a complaint, we will acknowledge your complaint within one Business Day, and will provide an initial response within 10 Business Days.
- 11.3 If we are unable to settle the disputed transaction or complaint immediately to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution, and we may request further details from you.
- 11.4 Within 21 days of receipt from you of the details of the disputed transaction or complaint, we will:
- (a) complete our investigation and advise you in writing of the outcome of our investigation; or
  - (b) advise you in writing that we require further time to complete our investigation.
- 11.5 If you make a complaint, we will complete our investigation within 30 days of receiving your complaint, and will provide a final written response which sets out the outcome of our investigation and information about your right to take your complaint to the AFCA scheme.
- 11.6 If there are exceptional circumstances which mean we cannot complete our investigation within 30 days, we will let you know the reasons for the delay and that you have the right to make a complaint to AFCA.
- 11.7 We will provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- 11.8 If we find that an error was made, we will make any appropriate adjustments to your Account and notify you in writing of the amount of any adjustment.
- 11.9 If you have been through our internal complaints process without a response, or you are not satisfied with the outcome, you can take the matter to AFCA. AFCA offers an independent dispute resolution process to customers. AFCA can be contacted by phone on 1800 931 678, by email at [info@afca.org.au](mailto:info@afca.org.au), or in writing to GPO Box 3, Melbourne VIC 3001.
- 11.10 If you are not satisfied with the outcome of your complaint through the AFCA scheme, you may make a complaint to the Code Compliance Committee for the Code of Practice for Buy Now

Pay Later Providers. The Code Compliance Committee is an independent committee which monitors and investigates compliance with the Code of Practice for Buy Now Pay Later Providers.

## 12. What you can do if you are in financial difficulty

**If you are having trouble meeting your obligations under this Contract, or think you may have difficulty in the future, please contact us on 1800 088 151 so that we can work with you to try to help you.**

## 13. Making changes to this Contract

**We can make changes to this Contract at any time. In making any changes, we will act reasonably. We will give you reasonable notice of changes.**

13.1 Acting reasonably, we can change or vary any term of this Contract, including:

- (a) the due dates for your repayments;
- (b) the fees and charges payable;
- (c) the Maximum Limits;
- (d) to accommodate a change in law or market practice;
- (e) to accommodate a change in technology or other ways of communication;
- (f) to accommodate a change in payment methods; or
- (g) to make any other reasonable change.

13.2 We will give you:

- (a) at least 30 Business Days' written notice before we make a significant change to this Contract; and
- (b) at least 40 Business Days' written notice before introducing new fees or charges or increasing existing fees or charges.

## 14. How we may exercise our rights

14.1 We may exercise a right or remedy under this Contract (in addition to any other rights and remedies we have at law) or give or refuse our consent in any way we consider appropriate, including by imposing reasonable conditions.

14.2 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.

14.3 We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, except where such loss arises from the mistake, fraud, negligence or wilful misconduct of us, our employees, or a receiver we appoint.

## 15. How we can deal with this Contract

**We may at any time assign or otherwise deal with our rights and obligations under this Contract without your consent and without notifying you first. We may disclose information about you, your Account or this Contract to any third party involved in an actual or proposed assignment or dealing by us, and that disclosure may be in a form that may enable that third party to identify you.**

15.1 We may at any time assign, novate or otherwise deal with our rights and obligations under this Contract in any way we wish. Any dealing with our rights or obligations does not change your rights or obligations under this Contract in any way.

15.2 We may disclose information about you, your Account or this Contract to anybody involved in an actual or proposed assignment, novation or dealing by us with our rights under this Contract.

15.3 You may not assign, novate or otherwise deal with your rights or obligations under this Contract without our prior written consent.

## 16. How we may communicate with you

- 16.1 Notices, certificates, consents, approvals and other communications provided by you in connection with this Contract must be in writing (which includes via the humm Portal).
- 16.2 Communications from us may be signed by any of our authorised employees, if required.
- 16.3 We will contact you using the contact details you have provided us. You must notify us of any change to your contact details within 5 Business Days.
- 16.4 We may use, and you consent to us using, electronic communications. We may use your email address as part of our secure log in or authorisation process, or to advise you of changes to your Account which may alter our delivery of, or your ability to use, your Account. We may use your mobile phone number to send you SMS codes and other information you need to know. You must keep your email address and mobile phone number current, and you can use the humm Portal or contact us on 1800 088 151 to update your email address. If you do not provide us with your current mobile phone number, you will not be able to transact on your Account, and you may not be notified of important information relevant to your Account.
- 16.5 If we give you notice by sending it to your last address notified to us, this notice will be considered effective even if it is returned to us.

## 17. Goods or services purchased with your Account

**We are not responsible or liable for any goods, installation or services you purchase using your Account. If there is any problem with any goods, installation or services, you should attempt to resolve the issue with the Merchant directly first before contacting us.**

- 17.1 If there is any problem with any goods, installation or services which are the subject of a Purchase,

you should contact the Merchant first. If you are unable to resolve the issue with the Merchant directly, you should contact us and we will consider all of the circumstances (including any liability we have in the matter) and consider what assistance we can provide you.

- 17.2 We will often be a linked credit provider of a Merchant, which means that you may have rights against us in relation to goods, installation or services which are the subject of a Purchase under the Australian Consumer Law or other consumer laws. If this is the case, we may be liable, together with the Merchant, for any amounts that the Merchant owes you in respect of the Goods, Installation or Services.
- 17.3 Subject to clause 17.1 and any other applicable law, we are not responsible or liable:
- (a) if a Merchant or other person refuses to offer or accept your Account; or
  - (b) for any defect or deficiency whatsoever in respect of any goods, installation or services which are the subject of a Purchase (for example, with respect to the quality of any goods, installation or services or their fitness for any purpose).

- 17.4 It is your responsibility to arrange subsequent utilities for any goods installed or applied to a property where the goods require these additional services in order for it to operate fully. For example, for solar panels, it is up to you to arrange for connectivity to the grid and your property via your electricity provider. Such utilities do not form part of this Contract.

## 18. General matters

- 18.1 By entering into your Contract, you consent to us collecting, using and disclosing your personal information as set out in our privacy consent form and our Privacy Policy.
- 18.2 Merchant records and documents of any Purchase you make with a Merchant are evidence of the

transaction and of the amount shown. We may rely on those records and documents to make decisions about your Account and how we deal with you.

18.3 This Contract is governed by the laws of South Australia.

## **HUMM PORTAL TERMS AND CONDITIONS**

### **19. How you can access and use the humm Portal**

19.1 We may give you statements, notices and any other documents relating to your Account and your Contract by electronic communication through the humm Portal. You should regularly check the humm Portal for communications from us as this will be our main method of communication with you. We may also contact you by email or phone, including if we cannot use the humm Portal to communicate with you, or if we think you are not receiving our electronic communications.

19.2 You can withdraw your consent to electronic communications using the humm Portal, but if you do, we may cancel your Account.

### **20. Access to your Account using the humm Portal**

20.1 We do not warrant that the humm Portal will operate at any time. You should inform us promptly if the humm Portal is unavailable.

### **21. Password access to your Account using the humm Portal**

21.1 You require a Password to access your Account through the humm Portal. You must protect your Password, and you must not provide your Password to anyone else. You must not record your Password without protecting its security, and you must not choose a Password that represents your date of birth or name.

21.2 If you have lost, forgotten or misplaced your Password, or believe someone else knows it (for example, because your mobile phone has been hacked), you must cancel and re-set your Password.

21.3 You must use antivirus, anti-malware and firewall software on your computers and mobile devices and keep that software up-to-date.

21.4 You are liable for any losses that occur before you notify us of a breach of Password security if you contributed to that loss by fraud or by breaching clauses 21.1, 21.2 or 21.3. However, you are not liable for losses that exceed your Credit Limit at the relevant time. You are also not liable for:

- (a) losses caused by fraud or negligence of us, a Merchant, employees or agents of us or a Merchant;
- (b) losses caused by transactions that occur before we have sent you the relevant Password; or
- (c) losses caused by transactions that occur after you notify us of a breach of Password security.

## **PRIVACY PROVISIONS**

### **22. Privacy consent**

22.1 By entering into your Contract, you consent to us collecting, using and disclosing your personal information as set out in clauses 23, 24, 25 and 26 and our Privacy Policy.

22.2 Our Privacy Policy provides more details about how we manage your personal information, including your credit information and credit eligibility information.

### **23. Collection, use and disclosure of your personal information**

23.1 We ordinarily collect personal information about you for the following purposes:

- (a) assessing and processing existing or future application(s) for consumer credit, managing your account or other products, responding to your questions, and performing our obligations in relation to credit provided to you;

- (b) either us, a Merchant or any other service provider appointed by us contacting you about your Account or your Contract or regarding repeat purchase promotions, campaigns or for any other special offer/s or promotions;
- (c) protecting us and our assets (including against fraud) and selling our assets (including by assigning any debts); and
- (d) complying with laws, including the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) (for identity verification purposes), taxation laws, and other legislation which requires us to collect your personal information.

23.2 We may collect your personal information from third parties where it is unreasonable or impracticable to collect it directly from you. These third parties include Merchants, other credit providers, any of your employers, former employers, referees, banks, landlords, accountants, lawyers and financial advisers, service providers to us (including introducers, private investigators, professional advisers), professional organisations, internet sources, public and subscriber only databases, and government authorities.

23.3 If you do not provide your personal information to us, we may not be able to approve your application for an Account and/or we may not be able to deal with future requests or queries from you in connection with your Contract.

23.4 We may disclose your personal information (including your credit information and credit eligibility information where permitted by the Privacy Act) for the purposes described above to any of our related bodies corporate, our assignees or potential assignees, Merchants, our service providers, other credit providers, your assignees or proposed assignees, debt collection agencies, our banks and financial advisers, our lawyers, accountants and other professional advisers, any

suppliers or contractors to us who may need to have access to your personal information for the purpose of providing services to us or you, any person specifically authorised by you in writing, and any person as permitted or required by law.

## 24. Overseas disclosures

24.1 Some of the organisations to whom we may disclose your personal information (including your credit information or credit eligibility information) will be located overseas. The countries in which these organisations are likely to be located include the Philippines and Ireland (for an updated list of countries, please see our Privacy Policy).

24.2 By consenting to us disclosing your personal information to overseas recipients, you acknowledge that Australian Privacy Principle (“APP”) 8.1 will not apply to the disclosure, which means that we will not be obliged under the Privacy Act to take reasonable steps to ensure that an overseas recipient does not breach the APPs and we may not be liable under the Privacy Act if the recipient does not act consistently with the APPs.

## 25. Marketing products and services to you

We may use and disclose your personal information (including your telephone number, regardless of whether it is listed on the Do Not Call Register, and your email or other electronic addresses) to provide you with information about our other products and services and the products and services offered by our Merchant partners and our related companies or suppliers. You can opt out of us using or disclosing your personal information for direct marketing purposes at any time by contacting us on 1800 088 151.

## 26. Accessing and correcting your personal information

You have the right to request access to and correction of the personal information that we hold about you (including credit information and credit eligibility information). Our Privacy Policy contains

details about how you can make such requests, as well as information about how you can make a complaint if you think there has been a breach of the Privacy Act and how we will deal with such a complaint.

## **DIRECT DEBIT REQUEST SERVICE AGREEMENT**

*This section outlines our service commitment to you, in respect of the Direct Debit Request (“DDR”) arrangements made between humm BNPL Pty Ltd (User ID No.125202) and you. It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance.*

### **27. Direct debit arrangements**

We will periodically debit your nominated bank account at the financial institution shown in the DDR (“**Nominated Account**”) for the agreed payment amount of your Account, in accordance with your instructions set out in the DDR or as varied. The payment will be debited from your Nominated Account on the nominated payment date (“**Payment Date**”) through BECS, or as otherwise authorised by you in the DDR. If the Payment Date or any other debit date specified in the DDR falls on a day that is not a Business Day, the payment will be processed on the next Business Day. If you’re unsure of the date a payment will be debited, please contact your financial institution.

### **28. Changes to the arrangement**

28.1 We may vary this agreement at any time by giving you at least 14 days’ notice. If you would like to make changes to the DDR, please contact us on 1800 088 151. Changes you may request include:

- (a) deferring the debit;
- (b) altering the timing of debits;
- (c) stopping an individual debit;
- (d) suspending the DDR;
- (e) requesting an ad hoc debit; or

(f) cancelling the DDR completely.

28.2 If you would like to stop an individual debit or cancel the DDR completely, contact us at any time. You may also contact your financial institution.

### **29. Enquiries**

29.1 Any enquiries addressed to us should be made at least two Business Days prior to the next scheduled debit date. All communications addressed to us should include your name and customer ID.

29.2 All personal information held by us will be kept confidential except information we provide to our financial institution to initiate the debit from the Nominated Account. Our financial institution may also require your information in connection with a claim made on it relating to an alleged wrongful debit.

29.3 Please refer to our Privacy Policy for further information regarding how we will protect your privacy and for what purposes we will use your information.

### **30. Disputes**

30.1 If you believe that a debit has been initiated incorrectly, please contact us on 1800 088 151, or contact your financial institution.

30.2 You will receive a refund of the debited amount if we cannot substantiate the reason for the debit.

30.3 It is your responsibility to ensure that:

- (a) you have completed the correct details on the DDR (account details for your Nominated Account should be checked against a recent statement from your financial institution. If you are in any doubt, please contact your financial institution);
- (b) your Nominated Account can accept direct debits (as direct debiting is not available on all accounts offered by financial institutions. You should check this with your financial institution before you complete the DDR);

- (c) on the debit date there are sufficient cleared funds in the Nominated Account; and
- (d) you advise us if the Nominated Account is closed.

- 30.4 If your debit is returned or dishonoured by your financial institution, your Account may be subject to a dishonour fee.
- 30.5 The DDR must be signed or submitted in accordance with the signing or any other authority for the Nominated Account. If the Nominated Account is a joint account, you must ensure you have the authority to separately operate the Nominated Account in accordance with the DDR and the signature or authority of any other joint account holder is not required.

## DEFINITIONS AND INTERPRETATION

### 31. Defined terms

In these T&Cs:

**Account** means an account we establish in your name for recording all transactions in connection with this Contract.

**AFCA** means the Australian Financial Complaints Authority.

**Amount of Credit** is the amount of credit requested by you in relation to a Purchase, as specified in the Credit Schedule.

**Available Limit** means the amount you have "available to spend" as shown in the humm Portal.

**Balance Owning** means, at any time, the difference between all amounts credited and all amounts debited to your Account at that time. When this amount is to be calculated at the end of a day, it includes all debits and credits assigned to that day.

**Big Thing** means any goods, installation or services subject to a Purchase specified in a Credit Schedule that we indicate is a "Big Thing".

**Business Day** means a day that is not a Saturday or Sunday or a public holiday in Australia.

**Contract** means the contract between you and us which is made up of each Credit Schedule and these T&Cs.

**Credit Limit** means the amount specified as either your "Big Things Limit" or your "Little Things Limit" in the humm Portal, as applicable.

**Credit Schedule** means, in relation to a Purchase, either the paper document titled "Credit Schedule" that you submit to a Merchant, or the plan that you submit to us through the humm Portal to request an Amount of Credit, for that Purchase.

**Default** has the meaning given in clause 10.

**Deferral Period** for a Purchase means the period starting on the Start Date during which repayments will be deferred and continuing for the number of days shown as the "Deferral Period" in the Credit Schedule for that Purchase.

**humm Portal** means the online interface provided to you by us at [shophumm.com.au](http://shophumm.com.au) or in the humm app.

**Insolvent** means being insolvent, an insolvent under administration, or having a controller appointed (as defined in the *Corporations Act 2001* (Cth)), and includes being bankrupt, in receivership, in receivership and management, in liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent), or otherwise unable to pay debts as and when they fall due.

**Little Things** means any goods, installation or services subject to a Purchase specified in a Credit Schedule that we indicate is a "Little Thing".

**Maximum Limit** means:

- (a) in relation to Little Things, an amount approved by us up to \$2,000 or such other amount that we determine from time to time; and
- (b) in relation to Big Things, an amount approved by us up to \$30,000 or such other amount that we determine from time to time.

**Merchant** means any business from which you purchase goods, installation or services under this Contract with which we have an arrangement that accepts Accounts for the purchase of Big Things or Little Things or both.

**Outstanding Purchase** means any Purchase which has not been repaid in full.

**Password** means password, PIN and SMS Code together and any of them individually.

**Privacy Act** means the *Privacy Act 1988* (Cth).

**Privacy Policy** means our privacy policy available at [www.shophumm.com.au](http://www.shophumm.com.au).

**Purchase** means any purchase of a Big Thing or Little Thing made from your Account.

**Start Date** means the start date for a Purchase, which is usually the date you submit a Credit Schedule to us.

**T&Cs** means these humm Terms and Conditions – February 2021.

**Total Amount Owing** means the Balance Owing on your Account, plus all other amounts which you must pay under this Contract but which have not been debited to your Account.

**We** means humm BNPL Pty Ltd ABN 28 129 228 986 and **our** and **us** have a corresponding meaning.

**You** means the person or persons named in the first Credit Schedule you submit to us and **your** has a corresponding meaning.

## 32. Interpretation

In these T&Cs:

- (a) a reference to a document includes any variation or replacement of it;
- (b) a reference to a law includes any common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them);
- (c) a reference to any thing includes the whole and each part of it;
- (d) a reference to a person includes any other entity recognised by law (e.g. individual, business, firm, body corporate, unincorporated association);
- (e) a reference to a person or to a party to this Contract includes its successors and permitted assigns;
- (f) the word 'include' in any form is not a word of limitation; and
- (g) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.