



## hummm Terms and Conditions – April 2019

*The terms of the hummm credit contract are set out in these Terms and Conditions and your Credit Schedules (there is a separate Credit Schedule for each purchase) (together, the **Contract**).*

*One of the great features of hummm is that you should not pay any more for a Good or Service at a Merchant when using hummm than you would pay if you were not using hummm.*

*If a Merchant indicates that you will have to pay more or tries to charge you more (for example by charging a higher price of the good or service, not applying a discount or rebate or by charging or bundling additional fees or charges), we want to know about it. So please tell us by contacting us at (08) 8232 2828.*

*We are also a member of the Australian Financial Complaints Authority (AFCA), which is an independent dispute resolution scheme. You can make a complaint to AFCA by calling 1800 931 678 or by visiting their website at [www.afca.org.au](http://www.afca.org.au) - see clause 11 below for more information on making a complaint.*

The meaning of some key words is explained at the end of these Terms and Conditions.

# 1. How to establish your hummm RCA

1.1 If you don't already have an RCA with us, by submitting a completed Credit Schedule to an Eligible Merchant or by making an application to join hummm using the hummm Portal, you:

- a. offer to enter this Contract electronically; and
- b. consent to providing your acceptance electronically for the purposes of this Contract, the Direct Debit Service Agreement, the Identity Verification and the Privacy Consent.

1.2 If we accept your offer, we will open an RCA in your name and these Terms and Conditions will apply. We may accept your offer by opening an RCA in your name or by sending you a purchase confirmation.

# 2. How you can use your RCA

2.1 You can use your RCA to purchase Goods or Services from Eligible Merchants.

2.2 You can have a Big Things Limit or a Little Things Limit or both. You can ask us to increase them, but only up to the Maximum Big Things Limit and the Maximum Little Things Limit. We do not have to agree to an increase.



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2.3 Subject to these terms, you may drawdown under your RCA to purchase from Eligible Merchants:

- a. Big Things up to the amount you have Available to Spend on Big Things; and
- b. Little Things up to the amount you have Available to Spend on Little Things.

2.4 To make a purchase using your RCA, you must request that we provide an Amount of Credit on the terms specified in a Credit Schedule. That request can be made by submitting a Credit Schedule in relation to a proposed purchase to us via the humm Portal or an Eligible Merchant.

2.5 If we confirm your request, you may complete the purchase using the Amount of Credit for that purchase under your RCA.

2.6 If you request that we provide an Amount of Credit that is more than your Maximum Purchase Amount, we will treat your request as a request to increase your relevant Credit Limit. Subject to these terms, if the limit increase request is approved by us your relevant Credit Limit will increase by that amount.

2.7 You must pay any minimum deposit we require you to pay to the Eligible Merchant for a purchase in order to drawdown under your RCA for that purchase. You will be notified of any minimum required deposit at the time of any proposed purchase.

2.8 You cannot use your RCA to purchase a Big Thing if it will result in you having more than three Outstanding Purchase Amounts relating to purchase of Big Things.

## 3. When you can't use your RCA for a purchase

3.1 You cannot drawdown under your RCA if:

- a. the RCA has been closed or use of the RCA has been suspended or cancelled;
- b. you are in Default;
- c. you do not provide any documents we reasonably require from time to time, including identification documents;
- d. the Amount of Credit or required deposit is not within the Merchant's limit as set by us from time to time; we are not reasonably satisfied that the Merchant is entitled to that amount under your contract with the Merchant; the terms upon which the Amount of Credit is to be repaid as



set out in the Credit Schedule would not result in the Amount of Credit being repaid in full within the selected term or are otherwise incorrect or incomplete; you have not provided a completed Credit Schedule (including a direct debit authority if we require it);

- e. we suspect that you or another person may have acted fraudulently in connection with your RCA; or
- f. it will cause you to exceed the amount you have Available to Spend on Big Things or the amount you have Available to Spend on Little Things.

## 4. The amount you have Available to Spend

4.1 When you purchase a Big Thing with your RCA, the amount you have Available to Spend on Big Things is reduced by the Purchase Amount on the Start Date for that purchase, but increases as you make the repayments on any such purchase as described below in clause 4.2.

4.2 When you make a repayment on a purchase it is applied first to paying certain fees and other amounts (see clause 6). When repayments are made on a Purchase Amount for a Big Thing:

- a. your Big Things Limit reduces by the amount you repay and increases by the amount by which the amount you have Available to Spend on Big Things increases, as set out in sub-clause (b) below; and
- b. the amount you have Available to Spend on Big Things increases by an amount which corresponds as follows:

<b>Percentage of Purchase Amount repaid</b>	<b>Percent of dollars repaid to Purchase Amount available to make another purchase (i.e. added to the amount you have Available to Spend on Big Things)</b>
1% to 25%	10%
26% to 50%	50%
51% to 75%	75%
76% to 100%	100%

4.3 At any time you may request that we increase your Little Things Limit up to the Maximum Little Things Limit. We may approve

4.4 When you purchase a Little Thing with your RCA, your Little Things Balance Owing increases by the Purchase Amount and the amount you have



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Available to Spend on Little Things is reduced by the Purchase Amount on the Start Date for that purchase.

4.5 When repayments are made on a Purchase Amount for a Little Thing, your Little Things Balance Owing decreases by the amount of the repayment after applying any fees and other amount in accordance with clause 7 and the amount you have Available to Spend on Little Things increases by the same amount.

## 5. Reducing or cancelling your Credit Limit

- 5.1 If you ask us to, we will reduce or cancel your Credit Limit, subject to any minimum limits that apply at the time.
- 5.2 We may, acting reasonably, reduce all or any of your Credit Limit or Available Limit to any amount we choose if:
  - a. you are in Default;
  - b. we reasonably form the opinion that there may be a material adverse effect for you or us if we do not (including if we have concerns, on reasonable grounds, that you may not be able to meet your obligations under this Contract if you drew down further);
  - c. we decide to no longer offer this product or we put an alternative offer to you; or
  - d. it is necessary due to a change in law or a code binding us or in interpretation of such a law or code.If you are in Default, we do not need to give you notice of this. Otherwise, we will give you one months' notice.

## 6. Repayments

- 6.1 Once we provide you with a Purchase Amount, you owe us that amount. You must pay to us, in relation to each Purchase Amount:
  - a. the repayments in the amount and at the frequency or on the dates specified in the Credit Schedule for the relevant purchase from the Start Date; and
  - b. any additional fees not included in the Amount of Credit.
- However, your final required repayment in relation to a Purchase Amount cannot exceed the unpaid amount of that Purchase Amount and any applicable fees. If an amount is due on a day that is not a Business Day or a day that does not exist (e.g. 30 February) you must pay us that amount on the next Business Day.
- 6.2 Each purchase under the RCA will have a separate Purchase Amount and repayments that are payable. The repayment amount



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stated in the Credit Schedule excludes any government duties applicable to the repayment and does not include any fees or charges payable under this Contract other than the Establishment Fee or Repeat Purchase Fee (if applicable).

- 6.3 We will notify you of the Start Date for each Purchase Amount. The Start Date for a Purchase Amount will typically be the date you submit a Credit Schedule to us.
- 6.4 You must make the repayments by direct debit from the bank account or credit card shown in the Credit Schedule or by any other manner approved by us. If you have more than one Purchase Amount outstanding, we will initiate separate direct debits for the repayment amounts that relate to each Purchase Amount. You must ensure that there are sufficient funds in that account to allow any repayment to be honoured.
- 6.5 You can make repayments or pay fees and charges ahead of time, if you like. For some repayments, you may be given an option in the hummm Portal to reschedule the due date for that payment to a later date up to the day before the following repayment is due. However, you can only have one outstanding rescheduled payment at any one time. If you select a new due date for a repayment where that option is available, the payment will be due on the new date selected.
- 6.6 We ordinarily apply a payment received in the following order in repayment of any unpaid amounts to the extent that the relevant items have been charged to your RCA at the time the repayment is processed:
  - a. enforcement expenses;
  - b. government taxes, duties or charges;
  - c. fees payable under this Contract relating to the relevant purchase;
  - d. any outstanding Purchase Amounts relating to the relevant purchase;
  - e. any other part of the Balance Owing.
- 6.7 If you make a payment to us, and you have made more than one purchase on your RCA, you may nominate the purchase which it relates to. If you do not nominate a purchase, or if you are in Default, we may, acting reasonably, determine which purchase it relates to at our discretion.
- 6.8 If you are in Default, we may make reasonable changes to the amount, method of calculation, number, frequency or time for payment of repayments or period over which repayments are to be paid without your consent in order to remedy any arrears in payment.
- 6.9 All repayments, fees and charges, once paid, are not refundable unless we have received payment in error or you are entitled to a refund under the Australian Consumer Law or any other law.



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- 6.10 In the event you sell the goods or property to which the goods purchased with your RCA have been installed or attached to, you are still required to continue to make repayments to us and to pay any related fees and charges until the Total Amount Owning is paid in full, even in the event you are no longer in possession of those goods.

## 7. Fees and Charges

- 7.1 Subject to clause 7.3, you must pay us:
  - a. an Establishment Fee or Repeat Purchase Fee for each purchase of a Big Thing. The 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 amount to be paid to the merchant. The fee is repaid as part of the repayments relating to the purchase;
  - b. a Monthly Fee of \$8.00. This fee is due and payable each month on the first Business Day of each month if the Balance Owning (excluding all amounts in relation to any Short Term Little Thing Purchase) has been greater than zero on any day since the first Business Day of the previous month. This is only charged once each month, regardless of the number of Outstanding Purchase Amounts.
  - c. a Late Payment Fee of \$6.00 each time a repayment is not paid by the due date for payment;
  - d. a Collection Fee of \$30.00 each time we take steps to collect an overdue payment;
  - e. all additional government stamp and other duties and charges payable on receipts or withdrawals under this Contract; and
  - f. any reasonable Costs we reasonably incur in enforcing this Contract after a Default, which includes enforcement expenses reasonably incurred by the use of our staff and facilities.
- 7.2 Notwithstanding any other clause in the Contract, the total amount payable under this Contract for Establishment Fees, Repeat Purchase Fees and Monthly Fees and any other amount payable under this Contract which is a charge for the provision of credit under this Contract, is subject to annual caps. Those caps are:
  - a. for the period of twelve (12) months after you enter into the Contract - \$200; and
  - b. for any subsequent period of twelve (12) months - \$125.

However, the cap is \$0 if you have had a previous continuing credit contract with us (or our Associate) in the previous 12 months. These caps will automatically reduce to reflect any lower prescribed maximum



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charge under section 6(5) of the National Consumer Credit Code or any equivalent statutory provision for contracts of this type.

- 7.3 You authorise us to debit any of these amounts to your RCA. We may do so on or after the date we pay them or the date they become payable by you or us. If they are not already due, they are due when debited to the RCA.

## 8. Closing your RCA

- 8.1 You may cancel your RCA by written notice to us. You may do this at any time as long as there is no Balance Owing outstanding. Your RCA remains open until you or we cancel it.
- 8.2 We may cancel your RCA if no purchases are made using it for 24 months after the Purchase Amount for all outstanding purchases is repaid. See also clause 9 which enables us to suspend your RCA in some circumstances.
- 8.3 While your RCA remains open, it is only active while there is a Balance Owing. If at any time after you make the initial purchase the Balance Owing is zero, your RCA becomes inactive until you choose to activate it again by making an additional purchase.

## 9. Suspending your RCA

- 9.1 We may suspend your RCA if:
  - a. you are in Default; and
  - b. we reasonably suspect that there may be a material adverse impact on you or us if we do not suspend your RCA;
  - c. we reasonably suspect that you or someone else has acted fraudulently in connection with this Contract or your RCA;
  - d. there is any dispute regarding a transaction under your RCA and we reasonably consider we should suspend to prevent a material adverse impact to you or us; 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 suspension but will promptly inform you afterwards.

## 10. Default

- 10.1 You are in Default if:



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- a. you do not pay on time all amounts due under this Contract within 2 Business Days of their due date;
  - b. you or another person on your behalf gives us or has given us materially incorrect or misleading information in connection with this Contract, or we conclude on the basis of evidence available to us that it is more likely than not that you have acted fraudulently in connection with this Contract; or
  - c. you become Insolvent or are declared bankrupt or steps are taken to make you bankrupt or Insolvent.
- 10.2 If you are in Default, we may give you a notice stating that you are in Default. If you don't correct the Default within any period given in the notice, then, at the end of that period and without further notice to you, the Total Amount Owing becomes immediately due for payment (to the extent it is not already due for payment). We may then sue you for that amount and we may cancel your RCA. If we give you notice by sending a document to your last address notified to us this will be considered notice to you even if those notices are returned to us.
  - 10.3 Enforcement expenses may become payable under this Contract in the event of a breach of this Contract and are payable in accordance with clause 7.

## 11. What you 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 RCA 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 We will investigate the matter, and if we are unable to settle it immediately to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- 11.3 Within 21 days of receipt from you of the details of the disputed transaction or your 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.

In the case of a complaint, we will complete our investigation within 45 days of receiving your complaint, unless there are exceptional circumstances in which case we will let you know the reasons for the



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delay and about your others rights to complain to the Australian Financial Complaints Authority (AFCA). AFCA's contact details are:

- Australian Financial Complaints Authority
- GPO Box 3  
Melbourne VIC 3001  
Toll Free Call: 1800 931 678  
Website: [www.afca.org.au](http://www.afca.org.au)
- AFCA offers an independent dispute resolution process to customers. 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. We will also 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.
- 11.4 If we find that an error was made, we will make any appropriate adjustments to your RCA and notify you in writing of the amount of any adjustment.

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

**If you are having trouble, or think you may in the future have trouble, meeting your obligations under this Contract, please contact us on (08) 8232 2828 so we can work with you to try to help you.**

## 13. General matters

- 13.1 We may exercise a right or remedy under this Contract (in addition to other rights and remedies provided by law independently of it or by any other Contract) or give or refuse our consent in any way we consider appropriate including by imposing reasonable conditions.
- 13.2 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.
- 13.3 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 other than caused by our negligence.
- 13.4 We may assign or transfer our rights under this Contract. Any person to whom our rights are transferred will have the same rights that we do under the Contract. This will not affect our obligations to you



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under this Contract. You agree that we may disclose any information or documents we consider desirable to help us exercise this right including personal creditworthiness information to persons involved in providing funds by way of securitisation. Your rights are personal to you and may not be assigned without our written consent.

- 13.5 Notices, certificates, consents, approvals and other communications provided by you in connection with this Contract must be in writing (writing includes communication via the hummm Portal).
- 13.6 Communications from us may be signed by any of our authorised employees, if required.
- 13.7 Subject to clause 14.1, communications for you or us may be given by any means permitted by law.
- 13.8 If you are in Default, we may make any reasonable change to any provision of this Contract (other than the Amount of Credit or fees or charges set out in the Credit Schedule) in addition to those specifically mentioned. We may also make any reasonable change to any provision of this Contract to comply with any law or regulation, or if we give you 6 months' written notice before the change takes effect. However, we cannot make any change to clause 7.2 for any reason.
- 13.9 Subject to any statutory right of set-off which we cannot exclude by agreement (such as under consumer protection legislation), you must pay all amounts due under this Contract in full without setting off amounts you believe we owe you and without counter-claiming amounts from us.
- 13.10 It is your sole 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.
- 13.11 This Contract is governed by the laws of South Australia.
- **Your email address and mobile phone number**
- 13.12 We may use, and you consent to us using, your email address as part of our secure log in or authorisation process, or to advise you of changes to your RCA which may alter our delivery of, or your ability to use your RCA. You need to keep your email address current and you can use the hummm Portal to update your email address or contact us on 1800 088 151.
- 13.13 Because we use, and you consent to us using, electronic communication we will use your mobile phone number to send you SMS Codes and other information you need to know. So we can communicate with you, you must keep your mobile phone number provided to us up to date. You may update your mobile phone number using the hummm Portal or by contacting us on 1800 088 151. If you do not provide us with your current mobile phone number you will not be



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able to transact on your RCA, and you may not be notified of important information relevant to the use of your RCA.

- 13.14 You agree that you will notify us of any change to your contact details as previously advised to us within 5 Business Days of the change taking effect.
- **Transactions and Merchant records**
- 13.15 You agree that Merchant records and documents of any transaction with you are evidence of the transaction and of the amount shown and that we may rely on those records and documents to make decisions about your RCA and how we deal with you. What you acknowledge by entering into this Contract and submitting a Credit Schedule
- 13.16 You acknowledge at the date of this Contract and each time you submit a Credit Schedule that:
  - a. you are a permanent resident of Australia;
  - b. you are permanently employed working at least 25 hours per week or receiving an aged or veterans pension;
  - c. you are not an undischarged bankrupt or have reason to believe you are or may become Insolvent; and
  - d. if Goods, Installation or Services are to be fitted or fixed in place so that they become a part of a property or dwelling then you are the owner of the domestic property or dwelling.
- **What happens upon the return or cancellation of goods or services?**
- 13.17 You agree that:
  - a. subject to clause 13.17(b), the return or cancellation of any Goods, Installation or Services from the Merchant or us will not be accepted in lieu of repayments to us unless we otherwise agree;
  - b. we will often be a linked credit provider of a Merchant, which means 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 with the Merchant for any amounts the Merchant owes you in respect of the Goods, Installation or Services. If there is a problem with the Goods, Installation or Services, you should talk to the Merchant first to try and resolve it. However, if you are unable to resolve it with the Merchant, 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;
  - c. subject to the rights described in clause 13.17(b), and any other applicable law, we are not responsible or liable:



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- i. if a supplier or other person refuses to offer or accept an application to use a hummm RCA, no matter what the reason; or
  - ii. for any defect or deficiency whatsoever in respect of any Goods, Installation or Services (for example, with respect to the quality of any Goods, Installation or Services or their fitness for any purpose).
- **Your authority to operate the bank account**
  - 13.18 You agree that you are the authorised signatory of the bank or credit card account to be used for the repayments.
  - **Who we can take instructions from in relation to your RCA**
  - 13.19 Subject to clause 13.20, we can only take instructions in relation to this Contract from you. Should you wish to nominate a third party to act on your behalf, we must receive this request from you in writing (which includes via the hummm Portal). What happens if you are more than one person?
  - 13.20 Where you are more than one person, you acknowledge and agree that:
    - a. any one such person individually can operate the RCA and bind all such persons. We can take and act on instructions from any one such person in relation to this Contract (including instructions to suspend or cancel your RCA) however to lift a suspension we will require the consent of all such persons;
    - b. each such person is individually and jointly liable for all of your obligations under this Contract; and
    - c. information available in the hummm Portal will be accessible by each such person.

### The hummm portal and how we communicate with you

## 14. How you can access and use the hummm Portal

- 14.1 You agree to receive statements, notices and any documents that we are required to give you in relation to the RCA and your Contract by electronic communication through the hummm Portal. You need to know that we will not usually send you paper documents. You should regularly check for communications from us in the hummm Portal as this will be our main method of communication with you (although we may on occasion also contact you by your email address or mobile phone number). Even though we operate online we still might write to you if we cannot use the hummm Portal to communicate with you, or if we think you



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are not receiving our electronic communications. You can withdraw your consent to electronic communications using the humm Portal, but if you do that we may close your RCA (when you have paid the Total Amount Owing).

- 14.2 You are responsible for any charges by your telecommunications provider for connecting to the humm Portal on your mobile phone or tablet device, including call costs and data costs associated with browsing the internet. Access to your RCA using the humm Portal.
- 14.3 Access to your RCA using the humm Portal requires a password, PIN or SMS Code (together referred to as Password) and sometimes more than one of these might need to be used. The humm Portal is intended to give you 24-hour access to your RCA but this may not always be possible and we are not obliged to give you continuous access.
- 14.4 We may adjust debits and credits to your RCA to accurately reflect your legal obligations and ours and we will show you any adjustments in your humm Portal. If an adjustment is required we may make consequential adjustments. Password access to your RCA using the humm Portal
- 14.5 You have to keep your Password secret. This is important because anyone who obtains your Password will be able to access the humm Portal and our website and obtain information about you, your RCA and give us details and instructions. You must not provide your Password to anyone else to enable them to access your RCA.
- 14.6 If you have lost, forgotten, or misplaced your Password, or believe someone else knows it, for example by hacking your mobile phone, you must cancel and re-set your Password.
- 14.7 You must protect your Password and ensure that it does not become known to any other person. You must use up to date antivirus, anti-malware and firewall software on your computers and mobile devices. You must not give your Password to anyone else. You must not record your Password without protecting the security of the Password, for example by disguising the password within another record, hiding the record somewhere safe or by keeping it locked away or in a password protected device. You must not choose a password that represents your date of birth or name.
- 14.8 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 14.5, 14.6 or 14.7. However, you are not liable for losses that exceed the total amount of credit available to you under this Contract (being the sum of your Big Things Limit and your Little Things Limit) at the relevant time. You are also not liable for losses caused by fraud or negligence of us, a merchant, employees or agents of us or a Merchant, losses caused by transactions that occur before we have



sent you the relevant Password, or losses caused by transactions that occur after you notify us of a breach of Password security.

## Privacy

# 15. Privacy (including consents)

- 15.1 The clauses below set out:
  - a. consents that you gives us in relation to your personal information by applying for credit from us; and
  - b. important information about our collection, use, disclosure and management of your personal information.
- 15.2 Our “Privacy Policy” document, available at [shophummm.com.au](http://shophummm.com.au) (select ‘Privacy Policy’) provides more details about how we manage your personal information, including your credit information and credit eligibility information. Collection, use, and disclosure of Your personal information
- 15.3 We ordinarily collect personal information about you for the following purposes, and, to the extent not already authorised by law, you agree to us using and disclosing that information for these purposes:
  - a. assessing and processing existing or future application(s) for consumer credit, managing your account or other products, responding to your questions, performing our obligations in relation to credit provided to you;
  - b. either us, the Merchant or any other service provider appointed by us contacting you about 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. Australian laws that may require us to collect your personal information include: Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (for example, for identity verification), the National Consumer Credit Protection Act 2009 (Cth), the Financial Sector (Collection of Data) Act 2001 (Cth) and the Corporations Act 2001 (Cth), as well as other legislation (for example, requiring us to maintain client and transaction records, and to make reports and provide other information to regulators such as ASIC) and the Taxation Administration Act, the Income Tax Assessment Act and other taxation laws (for example, to comply with information requests issued by the Commissioner of Taxation).



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- 15.4 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 the Merchant, 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.
- 15.5 If you do not provide your personal information to us, we may not be able to approve your application and/or we may not be able to deal with future requests or queries from you in connection with your contract.
- 15.6 You agree that we can disclose your personal information (including, where permitted to do so under the Privacy Act, your credit information and credit eligibility information) 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.
- **We may disclose your personal information to overseas recipients**
- 15.7 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 overseas recipients are likely to be located currently include the Philippines and Ireland (for an updated list of countries from time to time please see our Privacy Policy available on our website).
- 15.8 You acknowledge that by consenting to us disclosing your personal information to overseas recipients, 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). By applying for this product you consent to such disclosures.
- **Marketing products and services to you**
- You agree to us using and disclosing 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, our related companies or suppliers. This includes, without limitation,



communicating with you via emails, text messages or other electronic messages (without an unsubscribe facility). This agreement operates indefinitely. However, you can tell us that you no longer wish us to use or disclose your personal information for these purposes by contacting us on (08) 8232 2828.

- **Accessing and correcting your personal information**
- 15.9 You have rights to request access to and correction of 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 details 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 service agreement

This is your Direct Debit Service Agreement with Certegy Ezi-Pay Pty Ltd (User ID No.125202). It explains what your obligations are when undertaking a direct debit arrangement with us. It also details what our obligations are to you as your direct debit provider. This forms part of the Contract and should be read together with any Direct Debit Request authorisation in a Credit Schedule you submit to us.

## 16. Direct Debit Service Agreement

- Debiting your account
- 16.1 By providing bank account details to make the Direct Debit Request (DDR) in a Credit Schedule or in the hummm Portal or by accepting the DDR during your online application or by providing us with a valid instruction, you authorise us to debit funds from the account stated in the Credit Schedule or in the hummm Portal including any fees or charges specified in clause 7 and other amounts due under this Contract. You should refer to the DDR and these Terms and Conditions for the terms of the agreement between you and us.
- 16.2 We will only arrange for funds to be debited from your account stated in a Credit Schedule or the hummm Portal as authorised in the DDR or as amended by notice from you (including by providing updated details in a subsequent Credit Schedule or in the hummm Portal).
- 16.3 If any Repayment or other amount falls due on a day that is not a Business Day, we may direct your financial institution to debit the account stated in a Credit Schedule or the hummm Portal on the following Business Day. If you are unsure about which day your account has or will be debited you should ask your financial institution.
- 16.4 You must keep your DDR in effect until your RCA is closed by you or a new DDR has been established.



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- **Amendments by us**
- 16.5 If you are in Default, we may vary any details of the DDR or this clause 16 (other than the account number) to enable us to recover funds which are due and payable by you to us under this Contract.
- **Amendments by you**
- 16.6 Subject to clauses 16.1 to 16.4, you may change, stop or defer a debit payment, or terminate the DDR by arranging it through your financial institution, which is required to act promptly on your instructions.
- **Your obligations**
- 16.7 It is your responsibility to ensure that there are sufficient clear funds available in the account stated in the Credit Schedule or the hummm Portal to allow a debit payment to be made in accordance with the DDR.
- 16.8 If there are insufficient funds in an account stated in a Credit Schedule or the hummm Portal to meet a debit payment:
  - a. you may be charged a fee and/or interest by your financial institution;
  - b. you may also incur fees or charges imposed or incurred by us; and
  - c. you must arrange for the debit payment to be made by another method or arrange for sufficient funds to be in the account stated in the relevant Credit Schedule or in the hummm Portal by an agreed time so that we can process the debit payment.
- 16.9 You should check the statement for the account stated in the Credit Schedule or the hummm Portal to verify that amounts debited to the account are correct.
- **Errors or Queries**
- 16.10 If you believe that there has been an error in debiting your account you should notify us directly on (08) 8232 2828 and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly. Alternatively, you can take it up directly with your financial institution.
- 16.11 If we conclude as a result of our investigations that the account stated in a Credit Schedule or the hummm Portal has been incorrectly debited we will respond to your query by arranging for your financial institution to adjust your account (including any interest and penalties charged by your bank) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- 16.12 If we conclude that the account stated in a Credit Schedule or in the hummm Portal has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding in writing.
- **Accounts**
- 16.13 You should check:



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- a. with your financial institution whether direct debiting is available from an account stated in a Credit Schedule or in the hummm Portal as direct debiting is not available on all accounts offered by financial institutions;
  - b. wyour account details which you have provided to us are correct by checking them against a recent account statement; and
  - c. wwith your financial institution before completing the DDR if you have any queries about how to complete the DDR.
- **Notice**
  - 16.14 If you wish to notify us in writing about anything relating to this Direct Debit Request Service Agreement, you should contact us through the hummm Portal, or write to Certegy Ezi-Pay Pty Ltd, GPO Box 1878 Adelaide SA 5000.
  - 16.15 We will notify you by sending a notice in the ordinary post to the address you have given us in the DDR.
  - 16.16 Any notice will be deemed to have been received on the third Business Day after posting.

## Meaning of words and interpretation

In these Terms and Conditions:

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

**Associate** has the meaning given in the National Consumer Credit Protection Regulations 2010 (Cth).

**Available Limit** means the amount Available to Spend on Big Things or Available to Spend on Little Things, as applicable.

**Available to Spend on Big Things** means the Big Things Limit less sum of the Big Things Balance Owing and any amount for a Big Things purchase that has not yet happened but which we have preapproved. This is the amount you have "available to spend" on Big Things as specified in the hummm Portal.

**Available to Spend on Little Things** means the Little Things Limit less the Little Things Balance Owing. This is the amount you have "available to spend" on Little Things as specified in the hummm Portal.

**Balance Owing** means, at any time, the difference between all amounts credited and all amounts debited to your RCA 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 identified in a Credit Schedule that we indicate is a "Big Thing" in relation to a purchase.



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**Big Things Balance Owing** means such part of the Balance Owing as relates to purchases of Big Things or as otherwise specified in the humm Portal.

**Big Things Limit** means the amount specified as your "Big Things Limit" in the humm Portal.

**Business Day** means a day other than a Saturday or Sunday or a public holiday listed throughout Australia.

**Contract** means the contract formed between you and us comprising each Credit Schedule and these Terms and Conditions.

**Costs** includes charges and expenses and costs in connection with legal and other advisers.

**Credit Limit** means the Big Things Limit or the Little Things Limit, as applicable.

**Credit Schedule** means, in relation to a purchase using your RCA of a:

- a. Big Thing, either the document titled Credit Schedule that you submit to an Eligible Merchant or the plan submitted to request an amount of credit using the humm Portal in relation to that purchase; or
- b. Little Thing, the plan submitted to request an amount of credit using the humm Portal in relation to that purchase, including information about the Purchase Amount and repayment term and frequency in relation to that purchase.

**DDR** has the meaning given in clause 16.1.

**Default** has the meaning given in clause 10.1.

**Direct Debit Service Agreement** means the Agreement set out in clause 16.

**Eligible Merchant means** any person that we have an arrangement with that accepts the humm RCA for the purchase of Big Things (in the case of a proposed purchase of a Big Thing) or Little Things (in the case of a proposed purchase of a Little Things) or either of them for the purpose of establishing a RCA.

**Goods, Installation or Services**, whether used together or separately, means the items and services purchased, which are or are proposed to be (as the context requires) wholly or partly funded under this Contract.

**hummm Portal** means the online interface provided to you by Us at [shophumm.com.au](http://shophumm.com.au) or in the hum App available in the Apple App Store or the Google Play Store.



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**Identity Verification** means the third-party identity verification that you consent to us undertaking to confirm your identity using a document verification service.

**Insolvent** means being an insolvent under administration or insolvent or having a controller appointed (such as defined in the Corporations Act 2001 (Cth)) such as 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 when they fall due.

**Little Things** means any Goods, Installation or Services identified in a Credit Schedule that we indicate is a "Little Thing" in relation to a purchase.

**Little Things Balance Owing** means such part of the Balance Owing as relates to purchases of Little Things or as otherwise specified in the humm Portal.

**Little Things Limit** means the amount specified as your "Little Things Limit" in the humm Portal.

**Maximum Big Things Limit** means an amount approved by us up to \$30,000 or such other amount that we determine from time to time.

**Maximum Little Things Limit** means an amount approved by us up to \$2,000 or such other amount that we determine from time to time. **Maximum Purchase Amount** means the amount you have Available to Spend on Big Things for a Big Thing purchase or the amount you Available to Spend on Little Things for a Little Thing purchase.

**Merchant/s** means the person from which you purchased, or propose to purchase, Goods, Installation or Services under this Contract.

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

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

**Person** includes an individual, a firm, a body corporate, an unincorporated association or an authority.

**Privacy Consent** means the consent you provide to Us to our Privacy Policy.

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

**Purchase Amount** means the Amount of Credit provided by us under your RCA in relation to a purchase.



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**Revolving Credit Account** or 'RCA' means an account we establish in your name for recording all transactions in connection with this Contract.

**Short Term Little Thing Purchase** means the purchase of a Little Thing with your RCA for which the related Credit Schedule indicates that the term in which the Purchase Amount is to be repaid in full is 2.5 months.

**Start Date** has the meaning given in clause 6.3.

**Terms and Conditions** means this document.

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

'**We**' means Certegy Ezi-Pay Pty Ltd ABN 28 129 228 986 and its successors and assigns 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. If there is more than one person named, each of you is liable for all obligations under this Contract individually and jointly. It includes your successors and assigns.

In these Terms and Conditions:

- 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. the word 'include' in any form is not a word of limitation; and
- e. 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