



Notice of Changes to the hummm90 Conditions of Use dated November 2020 (Conditions of Use) and hummm90//WRAP Terms and Conditions dated November 2020 (hummm90//WRAP T&Cs)

hummm Cards Pty Ltd, hereby notifies you that on and from 29 September 2021, the Conditions of Use and hummm90//WRAP T&Cs will be amended as set out below. If you would like further information or have any questions, please contact us on 1300 132 301. You can locate the complete **hummm90 Mastercard®** Conditions of Use and hummm90//WRAP T&Cs on our website, found at www.hummm90.com/au

TERMS	CHANGES
Definitions	<p>The following changes to the definitions set out in Clause 14 of the Conditions of Use:</p> <p>Deferred Payment Period or Payment Holiday Replace the definition of Deferred Payment Period or Payment Holiday with the following new definition:</p> <p>Deferred Payment Period or Payment Holiday means a period:</p> <ul style="list-style-type: none"> specified by us or a Retail Partner as being a Deferred Payment Period or Payment Holiday (if any) applying to an individual Transaction; and commencing from the date of the Transaction during which we will not require repayment of the amount (or any part of the amount) of that Transaction, although you will still owe us the amount. After the expiry of the specified period, you will be required to make repayments in respect of the Transaction and interest will be charged at the Expired Promotional Rate. <p>Eligible Unpaid Balance Replace the definition of Eligible Unpaid Balance with the following new definition:</p> <p>Eligible Unpaid Balance means, on a particular day, the Unpaid Daily Balance less:</p> <ul style="list-style-type: none"> any overdue amount from the previous statement of account; the amount (if any) by which the Unpaid Balance (excluding any overdue amount from the previous statement of account) exceeds your credit limit; any Transaction (to the extent it is unpaid) in a current Deferred Payment Period; and any Transaction the subject of an Instalment Repayment to the extent it has not been repaid. <p>Remaining Balance Replace the definition of Remaining Balance with the following new definition:</p> <p>Remaining Balance means the Instalment Plan Remaining Balance and, if you have any other monthly repayment plan (including a hummm90wrap), the balance in respect of that monthly repayment plan that we have agreed will form part of the Remaining Balance.</p> <p>Statement Due Date The following new definition of Statement Due Date is inserted, in alphabetical order:</p> <p>Statement Due Date means the due date shown in the hummm90 Account statement in relation to a Statement Period.</p>
Fees and charges	<p>Replace clause 3.1(a) of the Conditions of Use with the following new clause 3.1(a):</p> <p>(a) The fees and charges that you must pay are set out in the Schedule. We can debit them to your hummm90 Account. Interest is payable on fees and charges. Where you satisfy the Interest Free Criteria set out at clause 4.4 an Interest Free Period will apply to fees and charges debited to your hummm90 Account in a Statement Period. That Interest Free Period will commence on the day the fee or charge is debited to the hummm90 Account and will end on the first Statement Due Date occurring at least 80 days after the fee or charge was debited to the hummm90 Account. Depending on what month and stage in the Statement Period the fee or charge is debited, the Interest Free Period may be up to 110 days.</p> <p>If you pay the above mentioned fees and charges in full before the end of that period, you will not be charged interest on those fees and charges. Otherwise, interest will be charged on the unpaid amount of those fees and charges, on and from the end of that period at the hummm90 Purchase Rate. We can change those fees and charges - see clause 6.</p>

TERMS	CHANGES
Interest Free Period for purchases	<p>Replace clause 4.1(b) of the Conditions of Use with the following new clause 4.1(b):</p> <p>(b) For a BPAY Payment and a Card Transaction (other than a Cash Advance or a Transaction that was or is the subject of a Promotional Offer), where you also satisfy the Interest Free Criteria (set out at clause 4.4) an Interest Free Period will apply to the relevant Transaction. That Interest Free Period will commence on the day the Transaction is debited to the hummm90 Account and will end on the first Statement Due Date occurring at least 80 days after the Transaction was debited to the hummm90 Account. Depending on what month and stage in a Statement Period the Transaction is debited, the Interest Free Period may be up to 110 days.</p> <p>If you pay all such Transactions in full before the end of that period, you will not be charged interest on those Transactions. Otherwise, interest will be charged on the unpaid amount of each such Transaction on and from the end of that period at the hummm90 Purchase Rate or other rate as specified in the Schedule.</p>
How interest is calculated	<p>Replace clause 4.2 of the Conditions of Use with the following new clause 4.2:</p> <p>4.2 How interest is calculated</p> <p>Where interest is payable on your hummm90 Account it is calculated daily in the following way:</p> <p>(a) we determine the Unpaid Daily Balance of your hummm90 Account at the end of the day;</p> <p>(b) we determine the applicable Daily Percentage Rate that applies to the balance of each Transaction or other amount making up the Unpaid Daily Balance; and</p> <p>(c) we apply the applicable Daily Percentage Rate to the balance of each Transaction or other amount making up the Unpaid Daily Balance (unless an Interest Free Period applies to an amount on that day, in which case, we do not calculate interest on that amount for that day).</p>
When interest is debited to your account	<p>Replace clause 4.3(a) of the Conditions of Use with the following new clause 4.3(a):</p> <p>(a) Interest will be debited to your hummm90 Account monthly on the last day of a Statement Period during which interest is charged. We may include in that debit interest that has accrued but has not yet been debited to your hummm90 Account up to and including the day interest is debited.</p>
The Interest Free Criteria	<p>Replace clause 4.4 of the Conditions of Use with the following new clause 4.4:</p> <p>4.4 The Interest Free Criteria</p> <p>To meet the Interest Free Criteria, you must pay by the due date shown in the hummm90 Account statement all:</p> <p>(a) overdue and overlimit amounts shown on your previous statement of account;</p> <p>(b) Transactions, fees and charges for which the Interest Free Period expired in that or previous Statement Periods;</p> <p>(c) interest debited to the hummm90 Account during that or previous Statement Periods;</p> <p>(d) adjustments made to your account in the previous Statement Period (if any); and</p> <p>(e) Instalment Repayments due during that Statement Period (if any).</p>

TERMS	CHANGES
Instalment Repayments	<p>Replace clause 5.3 of the Conditions of Use with the following new clause 5.3:</p> <p>5.3 Instalment Repayments</p> <p>(a) You must pay each monthly Instalment Repayment on the due date shown in your hummm90 Account statement.</p> <p>(b) Your monthly minimum payment (which is to be paid in addition to the amount referred to in clause 5.2(c)) will be calculated as:</p> <ul style="list-style-type: none"> (i) any monthly Instalment Repayment due that month, plus (ii) the greater of \$30 or 3.0% of the Eligible Unpaid Balance at the date of the statement, or if the Eligible Unpaid Balance is less than \$30, that amount. <p>This means your monthly minimum payment obligation will increase.</p> <p>(c) By requesting to pay by Instalment Repayments, you request, and if we agree to your request, we agree, that payments will be applied in the following order:</p> <ul style="list-style-type: none"> (i) first, to any monthly Instalment Repayments shown on your most recent statement of account as set out in clause 5.3(b) (before other balances with higher interest rates); and (ii) second, to the Unpaid Balance of your hummm90 Account (other than the Remaining Balance) in accordance with clause 5.6 of this contract; and (iii) third, to the Remaining Balance in accordance with clause 5.3(f). <p>You may also be liable to pay an amount or rate of interest under this clause 5.3(c) that is greater than the amount or rate of interest you would be liable to pay if we otherwise applied your payment in accordance with clause 5.6 of this contract.</p> <p>(d) You may withdraw your request for an Instalment Plan at any time. If you withdraw your request, this means that you are also requesting that we cancel your Instalment Plan and your Instalment Plan will be cancelled.</p> <p>(e) You can cancel an Instalment Plan at any time by calling us on 1300 115 533. Cancellation can take up to 5 business days.</p> <p>(f) Where a payment is to be applied to any part of the Remaining Balance, it will only be so applied:</p> <ul style="list-style-type: none"> (i) when that part of the Remaining Balance is due; and (ii) to the extent that the payment has not, prior to being applied to the Remaining Balance, been applied to another amount in accordance with clause 5.3(c).
How we apply your payments	<p>Replace clause 5.6(b) of the Conditions of Use with the following new clause 5.6(b):</p> <p>(b) If the same interest rate applies to parts of that closing balance, we will apply the payments to that balance that remains owing, with payments being applied:</p> <ul style="list-style-type: none"> (i) for any parts of the closing balance that will not, if they remain owing, begin to accrue interest at a higher rate of interest at a future date (e.g. due to the expiry of an Interest Free Period) - to the oldest transaction first, then to the next oldest transaction and so on; and (ii) otherwise, to the parts of the closing balance in the order in which they will first begin to attract a higher rate of interest.
Interest payable on hummm90//WRAP	<p>Replace clause 3(c) of the hummm90//WRAP T&Cs with the following new clause 3(c):</p> <p>(c) Under a hummm90wrap, if you fail to pay all or part of a monthly hummm90wrap Instalment Repayment on time, that amount will be overdue, will not form part of the hummm90wrap or hummm90wrap Remaining Balance (it will continue to form part of the Unpaid Balance) and interest will be calculated and debited to your hummm90 Account on that overdue amount from the time it becomes overdue until it is paid in accordance with the Conditions of Use, with the applicable annual percentage rate being the hummm90 Purchase Rate. As the hummm90 Purchase Rate applies to hummm90wrap Instalment Repayments due and unpaid, a higher rate of interest will be charged when you do not pay those repayments on time</p>

TERMS	CHANGES
hummm90//WRAP repayments	<p>Replace clause 4 of the hummm90//WRAP T&Cs with the following new clause 4:</p> <p>4. Repayments</p> <p>(a) You must pay each monthly hummm90wrap Instalment Repayment on the due date shown in your hummm90 Account statement.</p> <p>(b) Your monthly minimum payment (which is to be paid in addition to the amounts referred to in clause 5.2(c) of the hummm90 Conditions of Use and clause 3(c) above) will be calculated as:</p> <ul style="list-style-type: none"> (i) any monthly Instalment Repayment due that month, plus (ii) the greater of \$30 or 3.0% of the Eligible Unpaid Balance at the date of the statement, or if the Eligible Unpaid Balance is less than \$30, that amount. <p>This means your monthly minimum payment obligation will increase.</p> <p>(c) By requesting that an eligible Card Transaction be converted to a hummm90wrap, you request, and if we do convert it, we agree, that payments will be applied in the following order:</p> <ul style="list-style-type: none"> (i) first, to any monthly Instalment Repayments shown on your most recent statement of account as set out above (before other balances with higher interest rates); (ii) second, to the Unpaid Balance of your hummm90 Account (other than the Remaining Balance) in accordance with clause 5.6 of the hummm90 Conditions of Use; and (iii) third, to the Remaining Balance in accordance with clause 4(d). <p>You may also be liable to pay an amount or rate of interest under these terms and conditions that is greater than the amount or rate of interest you would be liable to pay if we otherwise applied your payment in accordance with your hummm90 Contract.</p> <p>You may withdraw your request at any time. If you withdraw your request, this means that you are also requesting that we cancel your hummm90wrap and your hummm90wrap will be cancelled.</p> <p>(d) Where a payment is to be applied to any part of the Remaining Balance, it will only be so applied:</p> <ul style="list-style-type: none"> (i) when that part of the Remaining Balance is due; and (ii) to the extent that the payment has not, prior to being applied to the Remaining Balance, been applied to another amount in accordance with clause 4(c).

CONDITIONS OF USE AND CREDIT GUIDE



WHATEVER // WHEREVER // WHOEVER

November 2020



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ABOUT THIS DOCUMENT

These **hummm90** Conditions of Use and the **hummm90** Product Schedule make up your contract with us. Please read them together carefully. Each of them on their own do not contain all the pre-contractual information we must give you, but together they do.

You can contact us in the following ways:

Telephone: 1300 115 533 or +61 2 8905 2904 from overseas
Mail: Locked Bag 5005, Royal Exchange Sydney NSW 1225
Email: customerservice@flexicards.com.au
Website: hummm90.com/au

HUMMM90 CONDITIONS OF USE

Your hummm90 Account

–Transactions and Credit Limits

1. Setting up and using your hummm90 Account

1.1 Your hummm90 Mastercard® and additional cards

- (a) Subject to clause 1.1(b), after you accept our offer to enter into a credit contract, a **hummm90 Mastercard®** will be issued to you.
- (b) In some circumstances, if you would like a **hummm90 Mastercard** to be issued to you, you will need to separately make a request to us in writing. We will tell you when you make your application if that applies to you. If it does, you may request a **hummm90 Mastercard** through **my hummm90**.
- (c) If you have a **hummm90 Mastercard**, you may ask us to issue a **hummm90 Mastercard** to another person aged 18 or over as an Additional Cardholder. If we agree, we will issue that person a **hummm90 Mastercard** and they will be able to operate your **hummm90** Account. You will be responsible for their use of your **hummm90** Account.
- (d) If you are a single account holder, you can have up to 4 Additional Cardholders. If you are a joint account holder, you can have up to 3 Additional Cardholders.
- (e) An Additional Cardholder can use the **hummm90 Mastercard** issued to them for Card Transactions on your **hummm90** Account in the same manner that you can and can enter into Transactions to which Promotional Offers apply, except that an Additional Cardholder:
 - (i) cannot ask us to increase the credit limit;
 - (ii) cannot request to close the account;
 - (iii) cannot request a replacement of the additional card following cancellation of that card by you;
 - (iv) cannot nominate another person to be an Additional Cardholder; and

(v) will not have access to **my hummm90**.

- (f) You, and any Additional Cardholders, may need to activate the card and set a PIN for the card. You can do that over the phone or as advised by us from time to time.
- (g) All **hummm90 Mastercards** remain our property.
- (h) You can ask us to no longer allow an Additional Cardholder to operate your **hummm90** Account by contacting us by using the details set out above. We will process your request and cancel the card issued to the Additional Cardholder as soon as reasonably practicable but it may take some time. You will continue to be responsible for Transactions made by the Additional Cardholder before the request is processed or where a Transaction does not require authorisation.

1.2 Using your hummm90 Account

- (a) Your **hummm90** Account may be used for:
 - (i) Account Transactions; and
 - (ii) Promotional Offers.
- (b) If you have a **hummm90 Mastercard**, you will also be able to make Card Transactions on your **hummm90** Account.
- (c) However, your **hummm90** Account may only be used for personal or household (and not for business or investment) purposes and must not be used to purchase goods or services that are prohibited by law in Australia and/or in the country in which the goods are being purchased.
- (d) Ways to use your **hummm90 Mastercard** include:
 - (i) paying at a merchant (including online); and
 - (ii) getting a Cash Advance from an ATM.
- (e) You are liable for all Transactions made, including any Transaction made by an Additional Cardholder, (subject to clause 10) and we will debit your **hummm90** Account with the amount of each Transaction plus any interest, fees and other

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amounts specified in your contract. You owe us the amounts debited to your **hummm90** Account and must repay amounts owed as set out in this contract.

- (f) We may place a stop on your account or not process or delay a Transaction where we reasonably suspect fraudulent use or for security reasons.
- (g) Some Transactions may require our approval before they can be completed or require you to first enter a secure code. If we do not approve or reasonably delay a Transaction, we will not be liable to you or any other person for any loss or damage that you or that other person may suffer as a result.

1.3 Transactions by instalments

- (a) In respect of any Account Transaction with a Retail Partner where you have authorised the amount of the Transaction to be financed by an Instalment Plan, you authorise us to debit your **hummm90** Account with those Instalment Repayments at the times requested by the Retail Partner.
- (b) If you have authorised the amount of a Transaction to be financed by an Instalment Plan, the unused portion of your credit limit will be reduced by the full amount of the Transaction at the time of authorisation (that is, the total amount of all Instalment Repayments) and the amount of credit available to you under this contract will be reduced accordingly.

1.4 Promotional Offers

We may from time to time have promotional offers pursuant to which we separately agree to apply special terms to individual Transactions, including:

- (a) Long Term Interest Free Period;
- (b) Instalment Plan;
- (c) Deferred Payment Period or Payment Holiday; and
- (d) Low Start-Up Interest Rate Period.

1.5 Transactions in a foreign currency

- (a) If you use your **hummm90 Mastercard** for a Card Transaction in a foreign currency, the amount of that transaction will be converted into Australian dollars by Mastercard International. Mastercard International will determine the exchange rate by selecting a wholesale market rate or applying any government mandated rate, in either case using the rate as at the date the day before Mastercard International processes the transaction.
- (b) If the Schedule includes an International Transaction Fee, you may also be charged an International Transaction Fee for all transactions made in a foreign currency. The International Transaction Fee, if any, is payable to Mastercard International and we may also retain a part of that fee.

2. Credit limits and transaction limits

2.1 Your credit limit

Your credit limit is the amount set out as the credit limit in the Schedule or such other amount as may be set from time to time in accordance with this contract. Your **hummm90** Account (including any **hummm90 Mastercard**) can be used up to your credit limit. We may allow the credit limit to be temporarily exceeded or your limit may be exceeded if a Transaction does not need to be authorised. Your credit limit does not change if that happens.

2.2 Changes to your credit limit

- (a) We will only increase your credit limit at your request or with your written consent.
- (b) We can reduce your credit limit at any time, whether or not you are in default under this contract and without prior notice to you. We will give you notice as soon as practicable after deciding to reduce the credit limit, unless you are in default.
- (c) You can reduce your credit limit at any time by calling us. You may also make a request through **my hummm90** to reduce your credit limit.
- (d) However, we may, from time to time, set a minimum credit limit for all **hummm90** Accounts. If you seek to reduce your credit limit below that minimum, we may decide not to provide you with further credit and cancel the **hummm90 Mastercard** – see clause 8.3.

2.3 Transaction limits

- (a) We may also impose either a permanent or temporary maximum limit on the total amount of cash or value you can obtain with a **hummm90 Mastercard** (including a daily transaction limit). We may do so without telling you first where it is required for the security of a system or individual accounts, including the prevention of criminal activity or fraud.
- (b) Third party organisations including merchants or other financial institutions may impose their own restrictions on the amount of cash or value that you can obtain with a **hummm90 Mastercard**.

INTEREST, FEES AND CHARGES

3. Fees and charges

3.1 Fees and charges

- (a) The fees and charges that you must pay are set out in the Schedule. We can debit them to your **hummm90** Account. Interest is payable on fees and charges. Where you satisfy the Interest Free Criteria set out at clause 4.4 an Interest Free Period will apply to fees and charges debited to your **hummm90** Account in a Statement Period. That Interest Free Period will commence on the day the fee or charge is debited to the **hummm90** Account and will end 80 days after the end of the Statement Period in which it was debited to the **hummm90** Account (or 110 days from the day it was debited, if it was

debited on the day a Statement Period starts). Depending on what stage in the Statement Period the fee or charge is debited, the Interest Free Period may be up to 110 days.

If you pay the above mentioned fees and charges in full before the end of that period, you will not be charged interest on those fees and charges. However, if at any time you no longer satisfy the Interest Free Criteria, interest will be charged on the unpaid amount of those fees and charges, on and from the end of that period at the **hummm90** Purchase Rate. We can change those fees and charges – see clause 6.

- (b) In addition, if we incur or are liable for any government tax or other charge imposed by law in respect of this contract or the operation of the **hummm90** Account, you must pay us an amount equal to the amount of the tax or charge we incur or for which we are liable.

4. Interest rates

The Schedule sets out the Annual Percentage Rates that apply to Transactions and other amounts debited to your **hummm90** Account. These rates may change – see clause 6. You can find out our current rates by contacting us using the details at the front of this document.

4.1 Interest Free Period on purchases

- (a) Interest will not be charged on a Transaction during the period for which the Transaction is subject to an Interest Free Period or as otherwise advertised by us.
- (b) For a BPAY Payment and a Card Transaction (other than a Cash Advance or a Transaction that was or is the subject of a Promotional Offer), where you also satisfy the Interest Free Criteria (set out at clause 4.4) an Interest Free Period will apply to the relevant Transaction. That Interest Free Period will commence on the day the Transaction is debited to the **hummm90** Account and will end 80 days after the end of the Statement Period in which it was debited to the **hummm90** Account (or 110 days from the day it was debited, if it was debited on the day a Statement Period starts). Depending on what stage in the Statement Period the Transaction is debited, the Interest Free Period may be up to 110 days.

If you pay all such Transactions in full before the end of that period, you will not be charged interest on those Transactions. Otherwise, interest will be charged on the unpaid amount of each such Transaction on and from the end of that period at the **hummm90** Purchase Rate or other rate as specified in the Schedule.

- (c) An Interest Free Period may also apply to certain Promotional Offers in accordance with the terms of that offer.

4.2 How interest is calculated

Unless you satisfy the Interest Free Criteria we charge you, and you must pay, interest. Interest on your **hummm90** Account is calculated daily in the following way:

- (a) we determine the Unpaid Daily Balance of your **hummm90** Account at the end of the day;

- (b) we determine the applicable Daily Percentage Rate that applies to the balance of each Transaction or other amount making up the Unpaid Daily Balance; and
- (c) we apply the applicable Daily Percentage Rate to the balance of each Transaction or other amount making up the Unpaid Daily Balance (unless an Interest Free Period applies to an amount on that day, in which case, we do not calculate interest on that amount for that day).

4.3 When interest is debited to your account

- (a) Interest will be debited to your **hummm90** Account monthly on the last day of a Statement Period during which interest is charged. That debit includes interest that has accrued but has not yet been debited to your **hummm90** Account up to and including the day interest is debited.
- (b) When you pay all the monies owing under this contract, interest that has accrued up to (but not including) the date of final payment that has not been debited to your **hummm90** Account will be debited to your **hummm90** Account at that time and will be payable by you as part of your final payment.

4.4 The Interest Free Criteria

To meet the Interest Free Criteria, you must pay by the due date shown in the **hummm90** Account Statement all:

- (a) overdue amounts from previous Statement Periods;
- (b) Transactions or fees for which the Interest Free Period expired in that or previous Statement Periods;
- (c) interest or other charges debited to the **hummm90** Account during that or previous Statement Periods;
- (d) any adjustments made to your account; and
- (e) any Instalment Repayments due during that Statement Period (if any).

If you do not satisfy the Interest Free Criteria then interest will accrue on the Eligible Unpaid Balance of your **hummm90** Account from the date identified in the **hummm90** Account Statement until such time as the Eligible Unpaid Balance is paid in full.

4.5 Instalment Plans and Interest

- (a) The interest free period referred to at clauses 3.1(a) and 4.1 of this contract will, from the date of entry into the Instalment Plan, not apply to the Transaction the subject of the Instalment Plan (even if it is converted back to a standard Transaction).
- (b) Under an Instalment Plan, if you fail to pay all or part of a monthly Instalment Repayment, that amount will be overdue, will not form part of the Instalment Plan Remaining Balance (it will continue to form part of the Unpaid Balance) and interest will be calculated and debited to your **hummm90** Account on that overdue amount from the time it becomes overdue until it is paid in accordance with this contract, with the applicable annual percentage rate being the Expired Promotional Rate. To that extent, a default rate of interest may be charged when payments are in default.

- (c) An Instalment Plan ends on the date you repay the Instalment Plan Remaining Balance or on the due date shown on the last statement of account issued during the agreed Instalment Plan term, whichever is earlier. If any part of the Instalment Plan Remaining Balance remains unpaid on that due date, interest from that due date will be calculated and debited to your **hummm90** Account in accordance with this contract, with the applicable annual percentage rate being the Expired Promotional Rate.
- (d) If an Instalment Plan is cancelled, the amount of any Instalment Plan Remaining Balance under the cancelled Instalment Plan on the date of cancellation will not form part of the Instalment Plan Remaining Balance (it will continue to form part of the Unpaid Daily Balance) and the annual percentage rate applicable to that amount will be the Expired Promotional Rate.

You should think carefully about whether you might want to cancel your Instalment Plan before you enter into it. If you do cancel your Instalment Plan, you may be liable to pay more in interest than you would have had to pay if you had not entered into the Instalment Plan.

REPAYMENTS, CHANGES, ADJUSTMENTS AND DEFAULT

5. Repayments

5.1 Statements

We will send you an account statement for your **hummm90** Account each month. However, we will not send you a statement for a month if we are not required by law to do so. Each statement will tell you the Statement Period it covers and your repayment obligations.

5.2 Minimum repayments

- (a) Subject to clause 5.3, you must pay the minimum repayment as shown on your **hummm90** Account statement by the due date shown on that statement. The minimum repayment for each month, calculated at the end of the Statement Period, is described in the Schedule. We can change the minimum repayment – see clause 6.
- (b) You can pay more than the minimum repayment if you want.
- (c) You must also immediately pay the amount by which the Unpaid Balance exceeds your credit limit and any overdue amounts (including any unpaid part of a minimum repayment due in a previous month).

5.3 Instalment Repayments

- (a) You must pay each monthly Instalment Repayment on the due date shown in your **hummm90** Account statement.
- (b) Your monthly minimum payment will be calculated as:
 - (i) any monthly Instalment Repayment due that month, plus
 - (ii) any overdue or overlimit amount (if any) by which the Unpaid Balance exceeds your credit limit, plus

- (iii) the greater of \$30 or 3.0% of the Eligible Unpaid Balance at the date of the statement, or if the Eligible Unpaid Balance is less than \$30, that amount.

This means your monthly minimum payment obligation will increase.

- (c) By requesting a Repayment, you request, and if we agree to the Instalment Plan, we agree, that payments will be applied in the following order:
 - (i) first, to your monthly Instalment Plan shown on your most recent statement of account as set out in clause 5.3(b) (before other balances with higher interest rates); and
 - (ii) second, to the Unpaid Balance of your **hummm90** Account (other than the Remaining Balance) in accordance with clause 5.6 of this contract; and
 - (iii) third, to the Remaining Balance; and
 if you have more than one Fixed Payment Plan, payments will be applied to the relevant Instalment Repayment or Remaining Balance in respect of the Fixed Payment Plan (as the case may be) with the earliest activation time first, then to the relevant monthly Instalment Repayment or Remaining Balance in respect of the Fixed Payment Plan with the next earliest activation time and so on.

You may also be liable to pay an amount or rate of interest under this clause 5.3(c) that is greater than the amount or rate of interest you would be liable to pay if we otherwise applied your payment in accordance clause 5.6 of this contract.

- (d) You may withdraw your request for an Instalment Plan at any time. If you withdraw your request, this means that you are also requesting that we cancel your Instalment Plan and your Instalment Plan will be cancelled.
- (e) You can cancel an Instalment Plan at any time by calling us on 1300 115 533. Cancellation can take up to 5 business days. If you do that, the applicable annual percentage rate will be the Expired Promotional Rate – see clause 4.5(d).

5.4 How you can make repayments

- (a) You may make repayments to us in the manner we specify from time to time. However, you cannot make repayments by cash or cheque.
- (b) Certain repayment methods and late payments may attract a fee. Please refer to the Schedule for details.

5.5 Processing of payments

- (a) We will process payments you make as soon as practicable after receipt.
- (b) If a payment is subsequently dishonoured, we will debit your **hummm90** Account by the value of the dishonour and treat the amount as a Cash Advance on and from the date that the payment was dishonoured. Payment dishonours may attract a fee. Please refer to the Schedule for details.

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- (c) If a payment which enabled you to meet the Interest Free Criteria is subsequently dishonoured, then we may treat the payment as never received and you will no longer comply with the Interest Free Criteria.

5.6 How we apply your payments

- (a) Unless we agree otherwise in accordance with the law, subject to (b) below and clause 5.3, payments made to your **hummm90** Account are applied to parts of the closing balance shown in your last account statement that remains owing that attract the highest interest rate, next to parts of that balance that attract the next highest rate of interest and so on.
- (b) If the same interest rate applies to parts of that closing balance, we will apply the payments to that balance that remains owing, with payments being applied to the oldest transaction first and so on.
- (c) Unless we agree otherwise and subject to clause 5.3, if a Promotional Offer with the same interest rate applies to Transactions, we will apply payments to the Promotional Offer that is due to expire first. Otherwise, we will apply any remaining payment to pay off amounts that have not yet appeared in a statement of account.

5.7 Credits or refunds

If the Retail Partner tells us that you have requested a credit or refund relating to a Transaction the subject of an Instalment Plan, the Instalment Plan will be cancelled.

A credit or refund relating to a Transaction the subject of an Instalment Plan will be applied to that Transaction.

6. Changes and adjustments to your contract

6.1 Changes we can make

We may change this contract at any time without your consent, including:

- (a) changing the annual percentage rates;
- (b) changing the amount, frequency, time for payment or method of calculating any repayments;
- (c) changing the amount, frequency, time for payment of any, or impose a new, fee or charge;
- (d) reducing (but not increasing) the credit limit;
- (e) changing the method of calculating or debiting interest; and
- (f) changing any Interest Free Period, Deferred Payment Period and/or Payment Holiday.

6.2 We may do so for one or more of the following reasons:

- (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general industry practice;
- (b) to reflect any decision of a court, ombudsman or regulator;
- (c) to reflect a change in our systems or procedures, including for security reasons;
- (d) as a result of changed circumstances (including by adding benefits or new features);
- (e) to respond proportionately to changes in the cost of providing credit (including by changing interest rates); or
- (f) to make them clearer.

6.3 How we'll notify you

CHANGES	WE'LL NOTIFY YOU BY
Annual percentage rate increases	writing to you or by newspaper advertisement no later than the day on which the increase is to take effect.
Changes to repayments which do not reduce your obligations or extend the time for payment	notice by writing to you at least 20 days before we make the change.
Changes in fees and charges (including introducing new fees and charges) which do not reduce your obligations or extend the time for payment	at least 20 days' notice in writing to you to or by newspaper advertisement.
Reduction in the credit limit	written notice as soon as practicable after we decide to reduce the credit limit (except where you are in default under this contract).
Increase to your liability for losses relating to EFT Transactions; or Adding, removing or adjusting daily or other periodic transaction limits applying to the use of a hummm90 Mastercard, PIN, your hummm90 Account or Electronic Equipment	at least 20 days' notice in writing (or such longer period required by law).

Other changes which do not reduce your obligations or extend time for payment

at least 20 days' notice in writing.

If we make any change which reduces your obligations or extends the time for payment (other than a rate decrease), we will only provide you with particulars of any such change when your next **hummm90** Account statement is sent after the changes takes effect.

6.4 Changes for security reasons

Unless the law requires us to, we are not obliged to give you advance notice if a change is necessary for the security of a system or individual accounts including the prevention of criminal activity or fraud.

6.5 We may adjust your hummm90 Account balance

We may adjust the balance in your **hummm90** Account to take account of any processing error or because of the dishonouring of a repayment. We may also adjust the balance of your **hummm90** Account so as to accurately reflect the legal obligations between you and us.

7. Things you must not do

7.1 Default

You'll be in default under this contract if you:

- (a) fail to pay us on time (including as a result of any payment being dishonoured); or
- (b) fail to comply with any condition of this contract; or
- (c) make any material false or misleading representation to us.

7.2 Action on default

- (a) If you're in default under this contract, we may send you a written notice specifying the things we require you to do to correct that default.
- (b) If you don't do the things specified in the notice within 30 days all monies you owe to us, including any enforcement expenses, will become immediately due and payable to us. You will be deemed to have failed to remedy the default specified in the notice if, at the end of the time allowed by the notice, you have remedied that default but have committed another default of the same type.
- (c) We need not give you notice if we are unable to locate you after making reasonable attempts to do so, if we are authorised by a court to begin enforcement proceedings, or if we reasonably believe you fraudulently induced us to enter into this contract. In that event all monies you owe us will become immediately due and payable.
- (d) The monies you owe to us will include the Unpaid Balance and any accrued Interest, any fees and charges or other amount due and owing but not debited to the **hummm90** Account and any reasonable enforcement expenses. In addition, we may cancel any **hummm90 Mastercards**, close your **hummm90** Account and exercise our other rights under this contract and any right available to us under law.

7.3 Enforcement expenses

Enforcement expenses may become payable under this contract in the event of a breach. You must pay any reasonable expenses we reasonably incur in enforcing our rights after you are in breach of this contract. We may debit them to your **hummm90** Account. They are immediately due for payment once debited or on demand (whichever is earlier).

GENERAL CONDITIONS

8. Closing your hummm90 Account

8.1 How you can close your account

You may close your **hummm90** Account by:

- (a) giving us notice in writing or by calling us. You can also make a request to close your **hummm90** Account using **my hummm90**; and
- (b) paying the Unpaid Balance and any accrued Interest, any fees and charges or other amount due and owing but not debited to the **hummm90** Account and any reasonable enforcement expenses.

8.2 When we may close your account

We may close your **hummm90** Account if it has a credit balance by giving you reasonable notice and paying you the amount of the credit balance.

8.3 When we may not provide you with further credit or cancel your card

If we consider that there has been suspected fraudulent use or non-compliance with these Conditions of Use or a security issue has arisen which requires further investigation or due to financial difficulty, you ask us to reduce the credit limit below the minimum allowed for a **hummm90** Account, to protect our business interests or due to changes to our business, we may decide without prior notice and whether or not you are in default:

- (a) not to provide you with further credit;
- (b) to cancel any **hummm90 Mastercards** issued to you or an Additional Cardholder; and/or
- (c) close your **hummm90** Account.

If we do so, we will give you written notice as soon as practicable after we make that decision (except where you are in default).

8.4 What you must do if we decide not to provide you with further credit or close your account

If we decide not to provide you with any further credit (and whether or not we have cancelled any **hummm90 Mastercard** issued to you or an Additional Cardholder) or your **hummm90 Account** is closed:

- (a) you or an Additional Cardholder must not undertake any Transactions;
- (b) no further credit will be provided under this contract but your obligations under this contract will continue until you pay us the total amount you owe us (including the Unpaid Balance and any interest charges, fees and charges and other amounts that you become liable to pay under this contract and which are not yet debited to your **hummm90 Account**);
- (c) you must pay the minimum payments due each month and **hummm90 Account** statements will continue to be issued in accordance with clause 5.1 until the outstanding balance on your **hummm90 Account** has been reduced to nil; and

- (d) you must ensure that the use of all **hummm90 Mastercards** ceases immediately upon notice of that event and must return to us all **hummm90 Mastercards** (cut in half), or satisfy us that all **hummm90 Mastercards** have been destroyed.

8.5 Use after cancellation or expiry

You must ensure that a **hummm90 Mastercard** is not used:

- (a) before the valid date or after the expiry date shown on the face of the **hummm90 Mastercard**; or
- (b) after the **hummm90 Mastercard** has been cancelled.

You will continue to be liable for any indebtedness incurred through such use whether or not you have closed your **hummm90 Account**. You must destroy **hummm90 Mastercards** immediately when they are expired or cancelled or when your **hummm90 Account** is closed.

9. Protecting your hummm90 Mastercard and PIN

You must follow the steps in the box below to help protect against unauthorised use of the **hummm90 Mastercard** and your PIN. You must also ensure that any Additional Cardholders follow the steps below as you are responsible for their use.

GUIDELINES FOR ENSURING THE SECURITY OF THE HUMMM90 MASTERCARD AND PIN

- (a) Sign the **hummm90 Mastercard** as soon as you receive it;
- (b) Keep the **hummm90 Mastercard** in a safe place;
- (c) If you change the PIN, you must not select a PIN that can be easily be guessed such as one that represents your birth date or a recognisable part of your name;
- (d) Never write the PIN on the **hummm90 Mastercard**;
- (e) Never write the PIN on anything which is kept with or near the **hummm90 Mastercard**;
- (f) Never lend the **hummm90 Mastercard** to anybody;
- (g) Never tell or show the PIN to another person;
- (h) Use care to prevent anyone seeing the **hummm90 Mastercard** number and PIN being entered at Electronic Equipment;
- (i) Immediately report the loss, theft or unauthorised use of the **hummm90 Mastercard** to us as set out in clause 11;
- (j) Keep a record of the **hummm90 Mastercard** number with your usual list of emergency telephone numbers;
- (k) Examine your periodical statement immediately upon receiving it to identify and report to us, as soon as possible, any instances where the **hummm90 Mastercard** has been Used without your authority; and
- (l) Immediately notify us of any change of address.

10. Your liability if the hummm90 Mastercard is lost, stolen or used without authorisation

10.1 When you are not liable

You are not liable for losses caused by unauthorised EFT Transactions if:

- (a) it is clear that you and any Additional Cardholders have not contributed to the loss;

- (b) the losses are caused by the fraudulent or negligent conduct of employees or agents of:

- (i) us;
- (ii) any organisation involved in the provision of the EFT System; or
- (iii) any merchant;

- (c) the losses are caused by a forged, faulty, expired or cancelled **hummm90 Mastercard** or PIN;

- (d) the losses are caused by the same transaction being incorrectly debited more than once to your account;
- (e) the losses exceed the amount of your liability that you would have to us had we exercised our rights (if any) under the Mastercard International Rules and Regulations against other parties to those rules and regulations: or
- (f) the losses result from unauthorised use of the **hummm90 Mastercard** or PIN:
 - (i) in relation to an EFT Transaction which does not require a PIN authorisation, before receipt of the **hummm90 Mastercard**;
 - (ii) in relation to an EFT Transaction which requires PIN authorisation, before receipt of the PIN; or
 - (iii) in either case, after notification to us in accordance with clause 11 that the **hummm90 Mastercard** is being used without authority, that it has been lost or stolen, or that PIN security has been breached.

10.2 When you are liable

You will be liable for any loss of funds arising from any unauthorised EFT Transaction using the **hummm90 Mastercard** or PIN if the loss occurs before notification to us that the **hummm90 Mastercard** has been misused, lost or stolen or the PIN has become known to someone else and if it is proved, on the balance of probabilities, that you or an Additional Cardholder contributed to the loss through:

- (a) fraud, failure to look after and keep the PIN secure or extreme carelessness in failing to protect the security of the PIN; or
- (b) unreasonably delaying notification to us of the misuse, loss or theft of the **hummm90 Mastercard** or of the PIN becoming known to someone else, but only if the loss occurs between the time you or an Additional Cardholder did, or reasonably should have, become aware of these matters and the time of notification to us.

10.3 However, you will not be liable for:

- (a) the portion of the loss that exceeds any applicable daily or periodic transaction limits on your **hummm90 Account**;
- (b) the portion of the loss on the **hummm90 Account** which exceeds the credit limit of the **hummm90 Account**; or
- (c) any losses incurred on any account which you had not agreed with us could be accessed using the **hummm90 Mastercard** and PIN.

You are also liable for losses arising from unauthorised transactions that occur because you or an Additional Cardholder left a **hummm90 Mastercard** in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

10.4 Limits on your liability

Where a PIN was required to perform the unauthorised EFT Transaction and clause does not apply, your liability for any loss of funds arising from an unauthorised EFT Transaction using the

hummm90 Mastercard, if the loss occurs before notification to the us that the **hummm90 Mastercard** has been misused, lost or stolen or the PIN has become known to someone else, is the lesser of:

- (a) \$150;
- (b) the actual loss at the time of notification to us of the misuse, loss or theft of the **hummm90 Mastercard**, or of the PIN becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your **hummm90 Mastercard** or your **hummm90 Account**); or
- (c) the credit limit of your **hummm90 Account**.

If, in cases involving Card Transactions other than EFT Transactions, the **hummm90 Mastercard** or PIN are used without authority, you are liable for that use before notification to us of the unauthorised use, up to your applicable daily or other periodic transaction limit.

11. How to report loss, theft or unauthorised use of the hummm90 Mastercard

11.1 Contacting us

- (a) If you or any Additional Cardholder believe the **hummm90 Mastercard** has been or may be Used without authorisation, is lost or stolen or the PIN has become known to someone else, you or any Additional Cardholder must immediately contact us by calling the phone number at the front of this contract. Unauthorised use of your **hummm90 Mastercard** or the **hummm90 Mastercard** of any Additional Cardholder may result in a loss to you.
- (b) We will acknowledge the notification by giving you a reference number. You or the Additional Cardholder should retain this number as evidence of the date and time of contacting us. We will need to ask you questions to obtain as much information as possible. You may be required to provide us with a written report.

11.2 If our contact details are not operating

If our contact details are not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to us as soon as possible. You will not be liable for any losses arising because our contact details are not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to us as soon as possible.

12. Steps you must take to resolve errors or disputed transactions

12.1 Notify us as soon as possible and provide information

- (a) If you believe a Transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors or have a complaint, immediately notify us by calling us on the phone number at the front of this contract as soon as you can.

- (b) You must give us information we request from you to carry out an investigation.

12.2 Our investigation

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.

12.3 Within 21 days of receipt from you of the details of your matter we will:

- (a) complete our investigation and advise you in writing of the results of our investigation; or
- (b) advise you in writing that we require further time to complete our investigation.

We will complete the investigation within 45 days of receiving your complaint, unless there are exceptional circumstances.

However, if we decide to resolve the matter by exercising our rights under the rules of the Mastercard scheme, the timeframe under those rules will apply instead.

12.4 Chargebacks

The rules applicable to the Mastercard scheme set out particular circumstances and timeframes in which a member of the scheme can claim a refund (as a 'chargeback') in connection with a disputed transaction on behalf of a cardholder. Because the right to claim a chargeback is subject to time limits and other limitations in the Mastercard rules, you must notify us of a disputed transaction as soon as you can. If you do not, the right to claim a chargeback on your behalf in respect of that transaction may be lost.

13. Other conditions

13.1 Joint and several liability

If you are a joint account holder with one or more people, your obligations are joint and several. Any joint account holder can operate the **hummm90** Account without the agreement of the other account holder(s) and each of you is liable for payment of any amount due under the **hummm90** Account.

13.2 Change of circumstances and address

- (a) You must tell us promptly if you change your residential or postal address, email address or mobile phone number. You can do this by calling us. We will not be responsible for any errors or losses associated with a change in your particulars if we do not receive notice or adequate notice of the change.
- (b) You must also tell us if you think there is any information that we should be aware of about your ability to comply with this contract.

13.3 Notices

To the extent permitted by law, any notice or document given by us under this contract or required by law or industry code or guideline

may be given in writing (including electronically), can be signed by any of our officers, and can be delivered personally, by pre-paid mail to the address you have nominated for delivery of notices and documents, or by email to your nominated email address, or if no such address has been nominated by you, your address as last known to us or in any other way permitted by law. Any such notice or document shall be deemed to have been received by you when it would have been delivered in the ordinary course of post or, if delivered by email, at the time it becomes capable of being retrieved by you at your email address.

13.4 Assignment

- (a) This contract cannot be assigned by you without our prior written consent.
- (b) We may deal with, assign or transfer to any person or company any of our rights and interests under this contract. This will not affect your rights or obligations under the contract.
- (c) You consent to us disclosing on a continuous basis any information or documents relating to you we consider necessary to assign such rights, manage the assigned contract and assess your total liabilities to us and any related entity.

13.5 National Credit Code and other laws

To the extent that any provisions or parts of this contract are inconsistent with the National Credit Code set out at Schedule 1 to the National Consumer Credit Protection Act or other laws, they will be deleted so that the rest of the contract shall remain valid and enforceable.

13.6 Our rights

If we decide not to exercise a right, remedy or power, this does not mean it cannot be exercised later. In addition, we are not liable for any loss caused by exercising or attempting to exercise a right, remedy or power or by not exercising it.

13.7 Credit balance

Your **hummm90** Account cannot have a credit balance. If you overpay an amount due to us resulting in your **hummm90** Account having a credit balance, we will not pay interest on that credit balance and will return that credit balance to you promptly once you tell us the account details to return the funds.

13.8 Malfunctions

- (a) You will not be responsible for any loss you suffer because an EFT Terminal accepted an instruction but failed to complete the transaction.
- (b) If an EFT Terminal malfunctions and you should have been aware that the EFT Terminal was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your **hummm90** Account and refunding to you any charges or fees imposed on you as a result.

13.9 Evidence

You agree that any statement (including, but not limited to, a statement of account or a default notice) that has been prepared by us or on our behalf acting reasonably and given to you, is admissible evidence of that fact or matter in the statement and that, unless contrary evidence is established, it is conclusive evidence.

13.10 Enquiries

If you would like any further information about your contract please contact us using the details on at the front of this document.

14. Meaning of words

In these Conditions of Use and the Schedule:

Account Transaction means any transaction relating to your **hummm90** Account not being a Promotional Offer or involving the use of a **hummm90 Mastercard**. It includes a Balance Transfer Transaction and any transaction the subject of an Instalment Plan.

Additional Cardholder means the person who is issued at your request with a **hummm90 Mastercard** to operate your **hummm90** Account.

Annual Percentage Rate means, in relation to a Transaction or amount at any time, the applicable annual percentage rate to be applied to the balance of the Transaction or amount making up the Unpaid Daily Balance which may be:

- the **hummm90** Purchase Rate
- the Cash Advance Rate;
- the Expired Promotional Rate; or
- an applicable Promotional Rate,

in each case as specified in the Schedule.

Balance Transfer Transaction means the transfer of the total debit balance of either of the following to the **hummm90** Account:

- an account you have with us; or
- an account you have with another Australian financial institution or credit card issuer.

We may approve a request by you to make such a transfer in accordance with the terms of any offer we may make from time to time.

BPAY¹ means the electronic payment scheme called BPAY operated in co-operation between Australian financial institutions, which enables you to effect bill payments to billers who participate in BPAY.

BPAY Payment means a payment transacted using BPAY through my **hummm90** and in accordance with our my **hummm90** Terms of Use.

Business Day means a day that is not a Saturday, Sunday or a public holiday or bank holiday in New South Wales.

Card Details means the information provided on the **hummm90 Mastercard** and includes the card number and expiry date.

Card Transaction means any transaction involving the use of the **hummm90 Mastercard** (including any Card Details) to access the **hummm90** Account, including an EFT Transaction and a Cash Advance.

Cash Advance means a transaction where cash or its equivalent is obtained and includes:

- cash withdrawals; and
- Transactions (including EFT Transactions) for items which we consider are equivalent to cash (e.g. gambling) or items which we are told by merchants are for such items equivalent to cash.

Cash Advance Rate means the reference rate specified as the Cash Advance Rate in the Schedule.

Daily Percentage Rate means, in relation to a particular amount and day, the applicable Annual Percentage Rate on that day divided by 365.

Deferred Payment Period or **Payment Holiday** means a period:

- specified by us or a Retail Partner as being a Deferred Payment Period or Payment Holiday (if any) applying to an individual Transaction; and
- commencing from the date of the Transaction during which we will not require repayment of the amount (or any part of the amount), although you will still owe us the amount. After the expiry of the specified period, you will be required to make repayments in respect of the Transaction and interest will be charged at the Expired Promotional Rate.

EFT System means the shared system under which EFT Transactions are processed.

EFT Terminal means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of us or any third party that may be used in conjunction with a **hummm90 Mastercard** and PIN to conduct an EFT Transaction and includes, but is not limited to an automatic teller machine (ATM) or electronic funds transfer point of sale (EFTPOS) terminal.

EFT Transaction means a transaction instructed by you through Electronic Equipment using a **hummm90 Mastercard** and PIN or Card Details but not requiring a manual signature, including a transaction at an ATM or EFT Terminal and a BPAY Payment.

Electronic Equipment means an EFT Terminal and other equipment including a computer, television and telephone.

Eligible Unpaid Balance means, on a particular day, the Unpaid Daily Balance less:

- the amount of any unpaid BPAY Payment or unpaid Card Transaction (excluding a Cash Advance or a Transaction that was or is the subject of a Promotional Offer) which, on that particular day, is the subject of an Interest Free Period under clause 4.1(b);
- the amount of any unpaid fee or charge under this contract which, on that particular day, is the subject of an Interest Free Period under clause 3.1(a);
- any Transaction (to the extent it is unpaid) in a current Deferred Payment Period; and
- any Transaction the subject of an Instalment Repayment to the extent it has not been repaid.

Expired Promotional Rate means, in relation to a Transaction, the reference rate specified in the Schedule as the Expired Promotional Rate.

1. Registered to BPAY PTY LTD ABN 69 079 137 518.

Fixed Payment Plan means any Instalment Plan or **hummm90wrap** that you have entered into, or anything else that we tell you is a Fixed Payment Plan from time to time.

hummm90 Account means the account we set up to record transactions under this contract.

hummm90 Mastercard® means a Mastercard credit card issued by us to you and, if applicable, an Additional Cardholder for use on your **hummm90 Account** from time to time.

hummm90wrap means a repayment plan we agree in writing with you and known as **hummm90wrap** in respect of the repayment of an eligible Card Transaction.

hummm90 Purchase Rate means the reference rate specified in the Schedule as the **hummm90 Purchase Rate**.

includes and **including** is not a word of limitation.

Instalment Plan means an Account Transaction with a Retail Partner where you request and we agree that the amount of the Transaction be repaid by agreed monthly Instalment Repayments or progress payments.

Instalment Plan Remaining Balance means subject to clause 4.5(b), the outstanding amount of the transaction that is the subject of the Instalment Plan plus any interest that has been debited or accrued in respect of those amounts that remains unpaid.

Instalment Repayment means the monthly instalment payable under a monthly repayment plan relating to a Transaction or the contract that we agree with you. An Instalment Plan and a **hummm90wrap** are types of monthly repayment plans.

Interest Free Criteria has the meaning set out at clause 4.4.

Interest Free Period means, in relation to a Transaction or fee, a period during which we have agreed we will not charge interest on the amount of that Transaction and includes any Long Term Interest Free Period, Deferred Payment Period or other interest free period referred to in these Conditions of Use.

Long Term Interest Free Period means a period:

- specified by us or a Retail Partner as being a Long Term Interest Free Period (if any) applying to an individual Transaction; and
- commencing from the date of the Transaction during which we will not charge interest on the amount of that Transaction. After the expiry of the specified period, interest will be charged at the Expired Promotional Rate.

Low Start-Up Interest Rate Period means a period:

- specified by us or a Retail Partner as being a Low Start-Up Interest Rate Period (if any) applying to an individual Transaction; and
- commencing from the date of the Transaction during which we will charge interest on the amount of that Transaction at the specified Promotional Rate for that Transaction. After the expiry of the specified period, interest will be charged at the Expired Promotional Rate.
- **my hummm90** means our online self-service portal where you can manage your **hummm90 Account**.

PIN means the personal identification number issued to you or an Additional Cardholder by us for use with a **hummm90 Mastercard** or in conjunction with a Promotional Offer, which may be changed by you or the Additional Cardholder from time to time.

Promotional Offers has the meaning set out in clause 1.4.

Promotional Rate means, in relation to a Transaction, the rate specified in a Promotional Offer as the Promotional Rate applying to that transaction.

Remaining Balance means the Instalment Plan Remaining Balance and, if you have a **hummm90wrap**, the balance in respect of that wrap that we have agreed will form part of the Remaining Balance.

Retail Partner means a retailer, or any other provider of goods or services, approved by us.

Schedule means the **hummm90 Product Schedule** provided to you in respect of the **hummm90 Account** as varied from time to time.

Statement Period means the period of time to which a monthly account statement for **hummm90 Account** relates or if no statement was issued in a month, the monthly period to which a statement would have related, had it been issued.

Transaction means any Card Transaction, Account Transaction or Promotional Offer.

Unpaid Balance means the difference between all amounts credited and all amounts debited the **hummm90 Account** at that time.

Unpaid Daily Balance for a day means the Unpaid Balance at the end of that day.

use of your **hummm90 Mastercard** includes use of the **hummm90 Mastercard** or the Card Details.

we, us or **our** means **hummm Cards Pty Ltd** (ABN 31 099 651 877), Australian Credit Licence number 247415, the credit provider under this contract, and includes its successors and assigns.

you means the borrower(s) named in the Schedule and your has a corresponding meaning. If there is more than one borrower named in the Schedule, you means each borrower separately and all borrowers jointly.

Unless otherwise required by the context, a singular word includes the plural and vice versa.

The Schedule prevails to the extent of any inconsistency between it and these Conditions of Use.

INFORMATION STATEMENT

Things you should know about your proposed Credit Contract

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, the AFCA scheme, or get legal advice.

The Contract

1. How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before:

- your contract is entered into; or
- you make an offer to enter into the contract;

whichever happens first.

2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy:

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as:

- (a) you have not obtained any credit under the contract; or
- (b) a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

4. Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

5. How can I find out the pay out figure?

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

7. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

8. Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for:
 - a change in the way in which interest is calculated; or
 - a change in credit fees and charges; or
 - any other changes by your credit provider;
- except where the change reduces what you have to pay or the change happens automatically under the contract.

9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints.

The AFCA scheme can be contacted on 1800931 678 at www.afca.org.au or by writing to the Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid. You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at www.asic.gov.au.

Insurance

10. Do I have to take out insurance?

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise,

you can decide if you want to take out insurance or not. If you take out insurance, the credit provider cannot insist that you use any particular insurance company.

11. Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

12. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13. In that case, what happens to the premiums?

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

14. What happens if my credit contract ends before any insurance contract over mortgaged property?

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

General

15. What do I do if I cannot make a repayment?

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways:

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

16. What if my credit provider and I cannot agree on a suitable arrangement?

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the AFCA scheme. Further details about this scheme are set out below in question 18.

17. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

18. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also **READ YOUR CONTRACT** carefully.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED ON 1800 931 678, AT www.afca.org.au OR BY WRITING TO AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY, GPO BOX 3, MELBOURNE VIC 3001.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

CREDIT GUIDE

Responsible Lending

hummm Cards Pty Ltd ABN 31 099 651 877 Australian credit licence number 247415, as a responsible lender, is committed to providing its products and services responsibly. Under the National Consumer Credit Protection Act 2009 (Cth), we have the following obligations:

1. Making inquiries and conducting suitability assessments

Prior to entering a credit contract (or increasing the credit limit), we are required by law to:

- make reasonable inquiries about your requirements and objectives in relation to the credit contract (or the credit limit increase), the maximum credit limit you require and your financial situation
- take reasonable steps to verify your financial situation, and
- make an assessment on whether the credit contract (or credit limit increase) is unsuitable for you.

The credit contract (or credit limit increase) must be assessed as unsuitable for you if, at the time of the assessment, it is likely that:

- it will not meet your requirements or objectives;
- you will not be able to comply with the resulting financial obligations under the contract; or
- you would only be able to comply with the resulting financial obligations with substantial hardship under the contract.

We are prohibited by law from entering into a credit contract (or providing a credit limit increase) which is unsuitable for you. It is therefore important that all information you provide is complete and accurate.

2. Giving a copy of the assessment

If you request a copy of the assessment before we enter into the credit contract or increase the credit limit, we will not enter into the contract or increase your credit limit until we have given you a copy of the assessment.

You may also request a copy of the assessment within 7 years of the date we enter into the contract or increase your credit limit. If you do, we will give you a written copy of that assessment without charge:

- within 7 business days, if the copy is requested within 2 years of the day on which the credit contract is made (or the credit limit is increased); or
- within 21 business days, if the copy is requested more than 2 years, but within 7 years, of the day on which the credit contract is made (or the credit limit increased).

Dispute Resolution

At **hummm Cards Pty Ltd** we are committed to providing quality services and high customer satisfaction. We appreciate any feedback you may have. If you do have a complaint, you can lodge it by contacting us. A complaint will be reviewed internally through our Internal Dispute Resolution service (managed by the Customer Relations Team) if the dispute is not resolved within 45 days (21 days if it relates to hardship or a credit listing). You can contact the team via:

- Email at CustomerRelations.Complaints@flexigroup.com.au;
- Telephone at 1300 858 608 between 9:00am - 5:00pm (EST) weekdays; or
- Fax at (02) 8905 1821.

If you are not satisfied with the outcome, you have the right to take your complaint to the Australian Financial Complaints Authority an independent resolution body.

You may contact the Australian Financial Complaints Authority by the following means:

Mail: Australian Financial Complaints Authority
GPO Box 3,
Melbourne VIC 3001

Telephone: 1800 931 678

Website: www.afca.org



You should contact us if you are experiencing financial difficulty
in meeting your payment obligations.

CUSTOMER SERVICE

CALL 1300 115 533

OVERSEAS +61 2 8905 2904

VISIT hummm90.com/au