



By clicking 'Set Up This Plan' on my **hummm90** or clicking 'Agree and Commence Plan' on the **hummm90** App, you request an eligible Card Transaction to be converted to a **hummm90wrap** and agree to be bound by these terms and conditions if the eligible Card Transaction is converted to a **hummm90wrap**.

## APPLICATION

These **hummm90wrap** Terms and Conditions apply in respect of the eligible Card Transaction that you request be converted, and we confirm has been converted, to a **hummm90wrap**.

These **hummm90wrap** Terms and Conditions are part of, and in some cases amend, your **hummm90** credit card contract (**hummm90 Contract**) with us, which also comprises of the **hummm90** Conditions of Use and **hummm90** Product Schedule.

Words used in these **hummm90wrap** Terms and Conditions have the meaning given to them in the **hummm90 Contract**.

### 1. Introduction

In these terms and conditions:

- (a) an “**eligible Card Transaction**” means a Card Transaction with at least \$250 or more still outstanding at the time you request us to convert it to a **hummm90wrap**. However, an eligible Card Transaction does not include:
  - (i) a transaction that is or has been the subject of a Promotional Offer, cash advances, balance transfers, interest, fees, charges or commissions;
  - (ii) any Card Transaction which, if converted, would mean the outstanding amount of that Transaction, or all Transactions the subject of a **hummm90wrap**, will be 80% or more of your credit limit; and
  - (iii) any Card Transaction for which the original transaction date is not within 30 days of the day you request to convert it to a **hummm90wrap**.
- (b) “**hummm90wrap Annual Percentage Rate**” is the interest rate applying to the **hummm90wrap**. It will be confirmed by us when we confirm your eligible Card Transaction has been converted to a **hummm90wrap**.
- (c) “**hummm90wrap Remaining Balance**” is, subject to clause 3(c), the outstanding amount of the eligible Card Transaction that is the subject of the **hummm90wrap** plus the outstanding amount of the **hummm90wrap** Fee plus any interest that has been debited or accrued in respect of those amounts that remains unpaid.
- (d) “**hummm90wrap Term**” is the duration of the **hummm90wrap**.
- (e) “**monthly hummm90wrap Instalment Repayment**” is the monthly instalment that you must pay each month under the **hummm90wrap**. The monthly **hummm90wrap** Instalment Repayment is the eligible Card Transaction amount that is the

subject of the **hummm90wrap** plus the **hummm90wrap** Fee plus the interest referred to in clause 2(c)(ii) (if applicable), divided by the **hummm90wrap** Term.

- (f) “**we**”, “**our**” or “**us**” means FlexiCards Australia Pty Ltd (ABN 31 099 651 877), Australian Credit Licence number 247415, its directors, officers and employees and includes authorised agents, its successors and assignees.
- (g) “**you**” means the borrower named in the **hummm90** Contract.

In addition, you agree that the definition of ‘Remaining Balance’ in the **hummm90wrap** Terms and Conditions includes the **hummm90wrap** Remaining Balance.

### 2. How do I set up a hummm90wrap?

- (a) Only eligible Card Transactions can be converted to a **hummm90wrap**.
- (b) We may prevent you from creating any new **hummm90wraps** if your **hummm90** Account is overdue.
- (c) Before you enter into a **hummm90wrap**, you will be given the following details on the **hummm90wrap** acceptance screen where you request to set up your **hummm90wrap**:
  - (i) the number and amount of each monthly **hummm90wrap** Instalment Repayment;
  - (ii) the total **hummm90wrap** interest charges (described as “interest charged”). This is calculated on the assumption that you will pay each monthly **hummm90wrap** Instalment Repayment when it becomes due;
  - (iii) the amount of the **hummm90wrap** Fee (described as “establishment fee”), as well as the percentage of the relevant eligible Card Transaction used to calculate that fee;
  - (iv) **hummm90wrap** Annual Percentage Rate (described as “interest rate”); and
  - (v) **hummm90wrap** Term.

Your **hummm90wrap** will be activated on the start date set out in the email to your nominated email address confirming your conversion. That email will also confirm the above details. Once your **hummm90wrap** has been activated, you cannot change your selected **hummm90wrap** and we will not change the applicable **hummm90wrap** Fee or **hummm90wrap** Annual Percentage Rate.

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### 3. Fees and when interest is payable

- (a) You must pay the **hummm90wrap** Fee to us. It is repayable as part of the monthly **hummm90wrap** Instalment Repayment.
- (b) Once an eligible Card Transaction has been converted to a **hummm90wrap**:
  - (i) the Annual Percentage Rate (if any) that will apply to the **hummm90** Remaining Balance until the **hummm90wrap** ends is the **hummm90wrap** Annual Percentage Rate and interest on that amount will be calculated and debited to your **hummm90** Account in accordance with clauses 4.2 and 4.3 of the **hummm90** Conditions of Use; and
  - (ii) the interest free period referred at clauses 3.1(a) and 4.1 of the **hummm90** Conditions of Use or any Promotional Offer will, from the date of the conversion, not apply to the eligible Card Transaction or the **hummm90wrap** Fee or to the **hummm90** Remaining Balance (including if it is converted back to a standard Transaction).
- (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.
- (d) A **hummm90wrap** ends on the date you repay the **hummm90wrap** Remaining Balance or on the due date shown on the last statement of account issued during the **hummm90wrap** Term, whichever is earlier. If any part of the **hummm90wrap** 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 the Conditions of Use, with the applicable annual percentage rate being the **hummm90** Purchase Rate. If at the end of your **hummm90wrap**, the total **hummm90wrap** interest charges referred to at clause 2(c)(i) of these terms exceeds the actual interest calculated and charged under your **hummm90wrap**, we will make an adjustment so that you will not be required to pay any more interest under the **hummm90wrap** than the actual interest calculated and charged in accordance with these terms.

### 4. Repayments

- (a) You must pay each monthly **hummm90wrap** Instalment Repayment on the due date shown in your **hummm90** Account statement.
- (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 in clause 3(c) above) will be calculated as:

- (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.

This means your monthly minimum payment obligation will increase.

- (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:
  - (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).

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.

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.

- (d) Where a payment is to be applied to any part of the Remaining Balance, it will only be so applied:
  - (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).

### 5. Credits or refunds

A credit or refund relating to an eligible Card Transaction will be 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. If you want the credit or refund to be applied to the **hummm90wrap** Remaining Balance, you must contact us to cancel your **hummm90wrap**. By cancelling your **hummm90wrap**, any **hummm90wrap** Remaining Balance under a cancelled **hummm90wrap** will be converted back to a standard Transaction and the credit or refund will be 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 interest rate and so on.

## 6. Cancellation

- (a) You can cancel a **hummm90wrap** at any time by calling us on 1300 115 533. Cancellation can take up to 5 business days.
- (b) We may only cancel an existing **hummm90wrap** if you have consented to our withdrawal of our agreement for payments to be applied in accordance with clause 4(c) of these terms.
- (c) If your **hummm90wrap** is cancelled, any **hummm90wrap** Remaining Balance under a cancelled **hummm90wrap** will be converted back to a standard Transaction and the annual percentage rate applicable to that amount will be the **hummm90** Purchase Rate.
- (d) If you have another Fixed Payment Plan and you make a request to cancel that Fixed Payment Plan, that is not a request to cancel this **hummm90wrap**. If you would like to cancel this **hummm90wrap**, you will need to make a separate request to cancel it.

## 7. Other terms and conditions

In the event of any inconsistency between these terms and conditions and any other provision of the **hummm90** Contract, these terms and conditions will prevail. The terms and conditions of your **hummm90** Contract otherwise continue to apply. This includes provisions in your **hummm90** Contract regarding default.