



my humm90 Terms of Use



February 2022

By using **my humm90** you agree to be bound by these terms of use:

APPLICATION

These terms of use apply in addition to any product conditions of use for the operation of your Account or for other products or services offered by **hummm Cards Pty Limited** ("**hummm Cards**") ("**Product Terms and Conditions**"), including providing access to the BPAY scheme and to make a payment via direct debit.

Except where the context expressly provides, any reference to **hummm Cards** in these terms of use includes any related body corporate (as that term is defined in the Corporation Act 2001 (Cth)) of **hummm Cards**. Your use of and reliance on the information, graphics and materials on **my humm90** ("**Material on this Service**") and the **hummm90** app ("**Material on the app**") is governed by these terms of use and the Privacy Policy and Privacy Consent Statement and Acknowledgment.

In addition to the terms in these terms of use, there may also be specific terms governing your use of, and access to, certain sections of **my humm90**. Those specific terms also form part of these terms of use and you will be bound by them. You should review them wherever they are accessible by you on the **hummm Cards** Website.

Unless we say, terms defined in our Product Terms and Conditions have the same meaning in these **my humm90** Terms of Use.

Use of our Service and any of the information on our Service is subject to these terms of use.

A. MY HUMM90 TERMS OF USE

1. Introduction

(a) In these terms of use:

- (i) **access code** means the code required for you to access the Service, and which we authorise and accept as authority for us to act on an instruction given to us using the Service. It includes a Password, PIN or biometric information such as a fingerprint or facial recognition data.
- (ii) **Account** means any revolving credit facility maintained by us in your name, having a specified credit limit and to be debited and credited with Transactions.
- (iii) **Biller** means an organisation who tells you that you can make bill payments to them through BPAY.
- (iv) **BPAY** means the electronic payments scheme called BPAY operated in co-operation between Australian financial institutions, which enables you to effect payments to billers who participate in that scheme.

- (v) **BPAY Payment** means a payment to a Biller transacted using BPAY.
- (vi) **Business Day** means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.
- (vii) **Customer ID** means the unique 6 digit number that serves as a customer identifier provided to you when your account is created.
- (viii) **device** means an item that we give you to perform a Transaction using the Service, for example, a token issued by us that generates an access code. A device does not include a Customer ID or the access code.
- (ix) **One-time payment** means a single direct debit from your nominated bank account to your **hummm90** Account.
- (x) **Password** means an alphanumeric password used in conjunction with your Customer ID in order to access our Service.
- (xi) **PIN** means the Personal Identification Number required to access the **hummm90** app. This is different to the personal identification number you use for your **hummm90 Mastercard®**.
- (xii) **Service** means the **my humm90** functionality on our site made available through the internet and through the **hummm90** app.
- (xiii) **hummm90 app** means an app for compatible mobile telephones, tablets or other devices that we make available to you to use in order to access certain features of the Service.
- (xiv) **SMS** means the telecommunications "short message service" technology which may allow text messages to be sent to your mobile telephone.
- (xv) **Verification Code** means the 6 digit temporary Password referred to in clause 4(a)(ii) and sent by SMS to your mobile telephone.
- (xvi) "**we**", "**our**" or "**us**" means **hummm Cards 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.
- (xvii) "**you**" or "**your**" means an Account holder who has accepted the use of the **my humm90** functionality under these terms of use.

2. Agreement for online use

We offer to make the Service available to you to enable you to access your Account details in accordance with these terms of use and to provide you with your monthly statement. Some features of the Service are not available through the **hummm90** app.

CALL 1300 115 533 // VISIT hummm90.com/au // POST Locked Bag 5005, Royal Exchange Sydney NSW 1225

3. Other terms of use

In the event of any inconsistency between the interpretation of these terms of use and the Product Terms and Conditions, the latter will prevail.

4. Access rights

- (a) In order to register with us as a user of this Service you will need:
 - (i) Your Customer ID; and
 - (ii) Verification Code. This is a unique code we provide to you:
 - (A) via a text message when you seek to register for **my hummm90**; or
 - (B) on the telephone, if you request it over the telephone by calling us on **1300 115 533** and verifying your identity with us.
- (b) Once you have registered, we will ask you to set up your own unique Password. If you are using the **hummm90** app, you must also create a PIN to access the **hummm90** app. You may also be given an opportunity to use biometric information such as fingerprint or facial data. Selecting a PIN or using biometric information to login to the **hummm90** app are alternatives to entering the Password to access the **hummm90** app. Please refer to clause 5 for your security responsibilities.
- (c) Once you are registered, you may use our Service in accordance with these terms of use and as otherwise directed by us from time to time.
- (d) You may also be required to verify your identity via any other method we may determine from time to time. For example, you may access the Service from different equipment. For enhanced security, we may collect the unique identifier of each piece of equipment you use (for example the IMEI of a mobile telephone) to access the Service. If we do not recognise the unique identifier of the equipment used to access the Service, we may deny or restrict access, subject to authentication of your identity.
- (e) If you provide us your email address, you must notify us promptly if your email address changes. It is important we have your correct email address as we may use this address to notify you of changes to these terms or to the Service.
- (f) If you provide a mobile telephone number to us, you agree that we may send you SMS codes as described in clause 4(a)(ii). If you choose to provide a mobile telephone number to us, you must ensure that the mobile telephone number is accurate and you must notify us promptly if your mobile telephone number changes.
- (g) It is important we have your correct mobile telephone number as we may use this number to authenticate access to the Service.

- (h) We will endeavour to provide you with uninterrupted access to the Service subject to any necessary downtime required for system maintenance or repairs or as a result of an event outside of our control such as your internet connection. We will not be liable to you for any inability to access the Service or any interruption to the availability of the Service, subject to any exceptions set out at clause 26 'Service limitation of liability'.

5. Our authority

- (a) You can sign in to the **hummm90** app by using biometric information where your mobile telephone, tablet or other device allows you to control access to it using, for example, any fingerprint or facial data that you store in the mobile telephone, tablet or other device. Each time the mobile telephone, tablet or other device registers a use of biometric information, and a Transaction is authorised through the **hummm90** app, you instruct us to perform those Transactions. If you do allow anyone else's biometric information to be stored on your device, they will be able to access your accounts and considered authorised to do so and you will be responsible for their actions and transactions.
- (b) You authorise us to allow any Transaction or act on any instructions received on an Account for which the correct access code has been provided.
- (c) You acknowledge that subject to the sections on liability for unauthorised Transactions at clause 11 and Service limitation of liability at clause 26, you will be liable for any misuse of the Service including Transactions on the accounts or any failure to observe these terms of use.
- (d) You are responsible for all instructions authorised by the use of your access code regardless of whether that instruction is from you or from another person and whether or not the use of that access code is with your knowledge or consent. You agree we have no additional duties to make any enquiry as to the authority or identity of the sender of that instruction. You agree that any person who supplies us with your Customer ID and access code will be allowed access to the Service and your Account.
- (e) If you are a joint account holder with one or more people, you acknowledge that the information for that joint Account will be visible to each other joint account holder.

6. Your security responsibilities

- (a) You agree to use a distinct Password or other access code in accessing the Service and to take all reasonable steps to ensure that no other person has access to your Password or any other access code.
- (b) If you enter your **hummm90** app PIN incorrectly 3 consecutive times, you will need to enter your Customer ID and Password to access the **hummm90** app and create a new PIN.

- (c) If you wish to sign in to the **hummm90** app using biometric information, you should ensure that only your biometric information is stored on the mobile telephone, tablet or other device used to access the **hummm90** app. In addition to ensuring that your mobile telephone, tablet or other device is secure, it is very important that each PIN or biometric information used in connection with that mobile telephone, tablet or other device remain secure. If biometric information is used on your **hummm90** app, you consent to us collecting the biometric information you provide for the purposes of identifying you and otherwise for use in accordance with our privacy policy.
- (d) You must follow the steps below to protect against the unauthorised use of any access code:
- (i) never reveal or tell any access code to, or allow it to be seen by, another person including family and friends or our staff;
 - (ii) do not lend any access code to anybody;
 - (iii) try to memorise the access code and destroy any documentation or communication that contains an access code;
 - (iv) do not record your access code on your card or on anything which is kept with or near the card;
 - (v) do not record your access code on a computer or related articles without making a reasonable attempt to disguise the access code or prevent unauthorised access to the record;
 - (vi) do not keep a record of the access code with any document containing details of your Accounts (e.g. statements) without making a reasonable attempt to protect the security of the access code;
 - (vii) do not keep a record of the access code with your usual list of emergency telephone numbers;
 - (viii) use care to prevent anyone seeing the access code being entered on electronic equipment including a computer, mobile telephone, tablet or other device;
 - (ix) immediately report the loss, theft or unauthorised use of your access code to us by calling **1300 115 533**;
 - (x) do not act with extreme carelessness in failing to protect your access codes;
 - (xi) when selecting your access code, do not use an access code that can be easily guessed such as one that represents your birth date or a recognisable part of your name;
 - (xii) examine your periodical statement immediately upon receiving it to identify and report to us, as soon as possible, any instances where your Account has been used without your authority; and
 - (xiii) immediately notify us of any change of address.
- (e) You agree to use reasonable care when accessing the Service to ensure that your access code is not disclosed to any other person and to immediately notify us if you believe that your access code has become known to another person.
- (f) You agree to use reasonable care when accessing the Service to ensure that you have logged out of the Service prior to allowing any computer, mobile telephone, tablet or other device to be accessed by any other person and to immediately notify us if you believe that the Service has been accessed by another person who is not authorized to access the Account.
- ## 7. Process for reporting loss, theft or misuse of a device or the access code becoming known to someone else
- (a) You must notify us immediately if:
- (i) you believe an access code or a device has or may have been misused or lost or stolen; or
 - (ii) you believe an access code has or may have become known to someone else; or
 - (iii) if you believe that someone other than you has accessed or logged into the Service with your Customer ID (for example if the time you are shown to have last logged into the Service is not the last time that you recall being logged into the Service).
- (b) To notify us, call us on **1300 115 533**. We will acknowledge the notification by giving you a reference number. You 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.
- ## 8. Use of the Service and Account information
- (a) You may use the Material on this Service to request various actions or see various information in relation to your **hummm90** Account and, where applicable, your **hummm90 Mastercard**. For example:
- (i) activate your **hummm90 Mastercard**;
 - (ii) select or change a PIN for your **hummm90 Mastercard** (if your card has this facility);
 - (iii) create a secure Password;
 - (iv) review your Account summary;
 - (v) review your most recent Transactions and any applicable promotions;
 - (vi) check your balance;
 - (vii) make a payment;
 - (viii) update your personal details (including home address and email address);
 - (ix) change your Password;
 - (x) view PDF versions of your previous statements;
 - (xi) request certain actions on your Account (like report the card is lost or stolen, put a temporary block, replace your card and change your PIN);
 - (xii) set up or update direct debit payments;
 - (xiii) where you have made eligible Transactions using a **hummm90 Mastercard**, you can select and confirm a **hummm90wrap**;

- (xiv) request to close your **hummm90** Account; and
 - (xv) request a decrease in your credit limit.
- (b) You may use the Material on the **hummm90** app to request various actions or see various information in relation to your **hummm90 Mastercard**. For example:
- (i) access a virtual **hummm90 Mastercard** (this is not available if your card is equipped with MOTION CODE™ technology);
 - (ii) review your most recent Transactions;
 - (iii) check your balance;
 - (iv) make a One-time payment;
 - (v) update your personal details (including home address and email address);
 - (vi) change your Password;
 - (vii) where you have made eligible Transactions using a **hummm90 Mastercard**, you can select and confirm a **hummm90wrap**.
- (c) You agree that you will not attempt to modify the content or appearance of the Service, or otherwise interfere with the operation of either of them.
- (d) You agree that you will not use the Service for any purpose other than carrying out enquiries on your Account or administering your Account.
- (e) We may add, change, remove or amend any of the content or functions of the Service by providing notice to you. Not all content or functions may be available at all times.
- (f) Information about your Account available on the Service concerning Transactions and balances may not always be up to date. The information available on the Service may not include all pending Transactions or payments that have not yet been processed and that may need correction.
- (g) We reserve the right to vary the types of Transactions that can be carried out using the Service.

9. Restrictions on access to the Service

- (a) The Service is available for the enquiries and Transactions specified by us from time to time.
- (b) Only you, as the Account holder, can use the Service to access an Account.
- (c) You must not initiate, engage in or effect a Transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country).
- (d) We may delay, block, freeze or refuse any Transaction, including a BPAY Payment, if we have reasonable grounds to believe it will breach Australian law (or the law or sanctions of any other country) or we suspect there may be a fraudulent use or a security issue has arisen which

requires further investigation. If we do so, we will not be liable to you or any other person for any loss or damage suffered as a result of the delay, block, freeze or refusal.

10. Transactions through the use of the Service

- (a) This section only applies to Transactions (as defined in your Product Terms and Conditions) that are completed through the use of the Service but does not apply to BPAY Payments.
- (b) We will provide you with information about the maximum limits on the amounts which you may transfer from your Accounts using the Service before you first perform a Transaction to the extent that we know this information. Where we vary these limits, we will provide at least 20 days' notice in writing. You can request to change these limits. Your request to change these limits is subject to our approval.
- (c) You acknowledge that third party organisations may impose additional restrictions on the amount of funds that may be paid or transferred.
- (d) If you ask us to make a payment or transfer using the Service prior to 4.30pm Sydney time on a Business Day, in most cases the payment or transfer will be processed by us on that day. Otherwise, payments and transfers will be processed on the next Business Day.
- (e) If made available by us on either the my **hummm90** or the **hummm90** app, you can use the Service to schedule a payment or transfer to be made on a future date that you specify. If the future date falls on a day that is not a Business Day, the payment or transfer will be processed by us on the next Business Day. Once you have instructed us to make a payment or transfer on a future date, you can countermand this instruction in advance of the due date for the payment or transfer. Any such countermand must be made via the Service and be made before 4.30pm Sydney time on the day of the payment or transfer is due. Otherwise, we will process the payment or transfer as originally instructed by you.

11. Your liability for unauthorised use of your access code and/or the Service

- (a) This section only applies to Transactions that are initiated using electronic equipment and are not intended to be authenticated by comparing a manual signature with a specimen signature. This section does not apply to any Transaction that is performed by you or a person who performed a Transaction with your knowledge and consent.
- (b) You are not liable for losses caused by unauthorised Transactions:
 - (i) where it is clear that you have not contributed to the loss; or

- (ii) that are caused by the fraudulent or negligent conduct of employees or agents of us; any organisation involved in the provision of the system under which Transactions using the Service are processed; or any merchant; or
 - (iii) that are caused by the same Transaction being incorrectly debited more than once to the same Account; or
 - (iv) that are caused by a device, Customer ID or access code that is forged, faulty, expired or cancelled; or
 - (v) occurring after we are notified that a device or access code has been misused, lost or stolen, or that security of an access code has been breached; or
 - (vi) a Transaction requiring the use of a device or access code that occurred before you received the device or access code.
- (c) You are liable for all Transactions on your Account using the Service where an access code is used with your consent. You are also liable for any loss arising from any unauthorised Transaction if the loss occurs before notification to us that a device or action code has or may have been misused or lost or stolen, or your access code has or may have become known to someone else and on the balance of probability, you or any additional cardholder has contributed to the losses through:
- (i) fraud or failure to look after and keep the access code secure or extreme carelessness in failing to protect the security of an access code ; or
 - (ii) unreasonably delaying reporting to us the misuse, loss or theft of a device or the access code becoming known to someone else, but only if the loss occurs between the time you did become or reasonably should have become aware of these matters and the time of reporting to us.
- (d) However, you are not liable for that portion of losses:
- (i) that exceeds any applicable daily or periodic Transaction limits set on the Account;
 - (ii) which exceeds the credit limit on the Account; or
 - (iii) incurred on any account which you had not agreed with us could be accessed using the device, Customer ID and/or access code.
- (e) Where more than one access code is required to perform a Transaction and one or some, but not all access codes became known to someone else, you are liable under clause 11(c)(i) if, on the balance of probability, the fact that some but not all access codes became known to someone else was more than 50% responsible for the losses, when assessed together with all the contributing causes.
- (f) Where an access code was required to perform the unauthorised Transaction and clause 11(c) does not apply, your liability for any loss of funds arising from an unauthorised Transaction using a device or access code,

if the loss occurs before notification to us that a device has been misused, lost or stolen or the access code has become known to someone else, is limited to the lesser of:

- (i) \$150;
- (ii) the actual loss at the time the misuse, loss or theft of the device or the access code becoming known to someone else is reported to us, excluding the portion of losses that exceeds any applicable daily or periodic Transaction limits set on the Account; or
- (iii) the credit limit of your Account.

12. Checking your account records

- (a) You should check your account records carefully. If you believe a Transaction is wrong or unauthorised you must inform us as soon as possible by contacting us via the contact details listed at the bottom of these terms of use.
- (b) If we find an error in your Account we will promptly correct the error, adjust interest and charges to the Account and advise you.
- (c) If we do not agree that there is an error we will write to you as soon as possible giving you reasons for our decision.
- (d) It is recommended that you check and retain all Transaction slips, receipts and payment or transfer reference numbers issued to you after conducting a payment or transfer using the Service, to assist in checking Transactions against your statements and in case you have any queries in relation to the Transaction.

13. Malfunction

- (a) You will not be responsible for any loss you suffer because the Service accepted an instruction but failed to complete the Transaction.
- (b) If the Service malfunctions and you should reasonably have been aware that the Service was unavailable or malfunctioning, we will only be responsible for correcting errors in your Account and refunding to you any charges or fees imposed on you as a result.
- (c) Biometric information can only be turned on for the **hummm90** app if it is available on your device model and has been enabled by you on your device. Biometric information are technologies provided by vendors external to us and accordingly we are not responsible for any malfunction in such technologies or if the provider of the technology makes any changes to their technology that impacts the way you access the **hummm90** app.

14. What should you do if the service is not available?

If for any reason you are unable to use the Service, it is your responsibility to use other means of effecting Transactions and obtaining information.

15. Steps you must take to resolve errors or disputed Transactions, or if you have a complaint

- (a) If you believe a Transaction made using the Service is wrong or unauthorised or your Account statement contains any instances of unauthorised use or errors, you must notify us immediately. We are solely responsible for resolving your complaint. As soon as you can, you must give us the following information:
 - (i) your name, Customer ID, date of birth and residential address;
 - (ii) the error or the Transaction you are unsure about;
 - (iii) a copy of the Account statement in which the unauthorised Transaction or error first appeared;
 - (iv) an explanation, as clearly as you can, as to why you believe it is an unauthorised Transaction or error; and
 - (v) the dollar amount of the suspected error.
- (b) If your complaint concerns the authorisation of a Transaction made using the Service, we may ask you to provide further information.
- (c) We will investigate your complaint, and if we are unable to settle your complaint 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.
- (d) Within 21 days of receipt from you of the details of your complaint, we will:
 - (i) complete our investigations and advise you in writing of the results of our investigations; or
 - (ii) advise you in writing that we require further time to complete our investigation.
We will complete our investigation within 45 days of receiving your complaint, unless there are exceptional circumstances.
- (e) If we are unable to resolve your complaint within 45 days, we will let you know the reasons for the delay, your right to complain to an external dispute resolution scheme and provide you with the name and contact details of our external dispute resolution scheme. 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.
- (f) If we resolve your complaint by exercising our rights under the credit card scheme rules we will: apply the time limits under those rules in clause 15(d), comply with clause 15(e) as if the reference to "45 days" read "60 days" and the reference to "monthly updates" read "updates every two months"; inform you when you can reasonably expect a decision; and suspend your obligation to pay any amount which is the subject of your complaint or any credit or other charges related to that amount until your complaint has been resolved.

- (g) If we find that an error was made, we will make the appropriate adjustments to your Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- (h) When we advise you of the outcome of our investigation, we will notify you in writing of the reasons for our decision by reference to these terms of use. If you are not satisfied with our decision, you may wish to take the matter further. You may, for instance, contact our External Dispute Resolution Scheme the Australian Financial Complaints Authority (AFCA) at GPO Box 3, Melbourne VIC 3001.
- (i) If we decide that you are liable for all or any part of a loss arising out of an unauthorised Transaction made using the Service, we will:
 - (i) give you copies of any documents or other evidence we relied upon; and
 - (ii) advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant Transaction.
- (j) If we fail to carry out these procedures or cause unreasonable delay in resolving your complaint, we may be liable for part or the entire amount of the disputed Transaction where that failure or delay has prejudiced the outcome of the investigation.

16. What should I do if I think I have made a mistake?

- (a) If you tell us, using the Service, to make a payment or transfer and after we have made that payment or transfer you discover that:
 - (i) the amount you told us to pay or transfer was greater than the amount you needed to pay or transfer, you should contact the recipient to obtain a refund; or
 - (ii) you made a mistake in telling us to make a payment or transfer to a particular account, you should contact the recipient to obtain a refund.
- (b) In neither case will we be responsible for any loss you may incur.

17. BPAY Payments

17.1 Using BPAY

- (a) In relation to your use of BPAY, if there is any inconsistency between this section and any other sections of these terms of use, then this section applies to the extent of that inconsistency.
- (b) We are a member of BPAY. We will tell you if we are no longer a member of BPAY.
- (c) For the purposes of BPAY, we may also be a Biller and you may be able to make a transfer from an account at another financial institution which is a member of BPAY to an Account you have with us.

- (d) BPAY can be used to pay bills bearing the BPAY logo. We will advise you if and when other Transactions can be made using BPAY.
 - (e) Unless you are advised otherwise, you may use BPAY only to make payments from the Account.
 - (f) When you tell us to make a BPAY Payment you must tell us the Biller's code number (found on your bill), your customer reference number (e.g. your account number with the Biller), the amount to be paid and the Account from which the amount is to be paid.
 - (g) You acknowledge that we are not required to effect a BPAY Payment if you do not give us all the information specified in clause 17.1(f) or if any of the information you give us is inaccurate.
 - (h) If you instruct us to make any BPAY Payment, but close the Account to be debited before the BPAY Payment is processed, you will remain liable for any Payment Dishonour Fees incurred in respect of that BPAY Payment.
 - (i) You acknowledge that third party organisations (such as Billers or other financial institutions) may impose additional restrictions on your access to and use of BPAY.
 - (j) A BPAY Payment from the Account is an Account Transaction as set out in the conditions of use that apply to your Account.
 - (k) You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.
- 17.2 Processing of BPAY Payments**
- (a) A BPAY Payment instruction is irrevocable. You cannot stop a BPAY Payment once you have instructed us to make it and we cannot reverse it.
 - (b) You provide a BPAY Payment instruction when you request a BPAY Payment on the Service by providing all the information specified in clause 17.1(f) and use the correct access code.
 - (c) We will debit the value of each BPAY Payment to the Account from which the relevant BPAY Payment is made when you authorise the BPAY Payment using the correct access code.
 - (d) You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay - for these errors see clause 17.2(i)) when making a BPAY Payment or if you did not authorise a BPAY Payment that has been made from your Account.
 - (e) Generally, a BPAY Payment is treated as received by the Biller to whom it is directed:
 - (i) on the date you direct us to make it, if we receive your instruction by 4.30pm Sydney time on a Business Day; and
 - (ii) on the next Business Day if we receive your instruction after 4.30pm Sydney time on a Business Day, or on a day that is not a Business Day.
 - (f) Notwithstanding this, a delay may occur processing a BPAY Payment if there is a public or bank holiday on the day after you instruct us to make the BPAY Payment; or a Biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.
 - (g) We will attempt to make sure that your BPAY Payments are processed promptly by participants in BPAY, and you must tell us promptly if:
 - (i) you become aware of any delays or mistakes in processing your BPAY Payment;
 - (ii) you did not authorise a BPAY Payment that has been made from your Account; or
 - (iii) you think that you have been fraudulently induced to make a BPAY Payment.
 - (h) If we are advised that your payment cannot be processed by a Biller, we will advise you of this; credit your Account with the amount of the BPAY Payment; and take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.
 - (i) You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY Payment and later discover that:
 - (i) the amount you paid was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or
 - (ii) the amount you paid was less than the amount you needed to BPAY, you can make another BPAY Payment for the difference between the amount you actually paid and the amount you needed to pay.
 - (j) If a BPAY Payment is made to a person or for an amount, which is not in accordance with your instructions (if any), and your Account was debited for the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Business Days of us attempting to do so, you must pay us that amount.
- 17.3 BPAY Transaction limits**
- (a) We may limit the amount of BPAY Payments you may make on any one day.
 - (b) If at any time BPAY will allow Transactions other than bill payments to be processed through BPAY, we will advise you accordingly however, we may limit the amount you may transact on any one day via BPAY on the other Transactions.

- (c) We will advise you of all such Transaction limits before you request a BPAY Payment.

17.4 Refusing BPAY Payment directions

You acknowledge and agree that:

- (a) we may refuse to give effect to any instruction you give us in respect of a payment to be made via BPAY if it is not made in accordance with these terms of use; and
- (b) we are not liable to you or any other person for any loss or damage which you or that other person may suffer as a result of such refusal.

17.5 Your liability for BPAY Payments

- (a) Your liability for unauthorised and fraudulent BPAY Payments will be determined in accordance with these terms of use. Other than these terms of use, we are not liable for any loss or damage you suffer as a result of using BPAY.
- (b) If you notify us that a BPAY Payment made from your Account is unauthorised, you must provide us with a written consent addressed to the Biller who received that BPAY Payment allowing us to obtain information about your account with that Biller as is reasonably required to investigate the payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.

17.6 Complaints, reversals and chargebacks

- (a) Disputes and complaints in relation to BPAY Payments will be handled in accordance with these terms of use.
- (b) No chargebacks or reversals will be provided through the BPAY scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller including where the merchant may have failed to deliver the goods and services to you. This condition operates with respect of BPAY Payments sourced from credit card accounts notwithstanding any statement to the contrary contained in any credit card scheme rules.

17.7 Consequential damage

- (a) This clause 17.7 does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this condition illegal, void or unenforceable, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.
- (b) We are not liable for any consequential loss or damage you suffer as a result of using BPAY, other than loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by the law in

contracts for the supply of goods and services and which may not be excluded, restricted or modified at all, or only to a limited extent.

- (c) You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under this clause 17 or acted negligently or fraudulently in connection with the use of BPAY.

17.8 Transaction and other fees

- (a) We will advise you whether we charge any fees, and the amount of such fees (including any Payment Dishonour Fee), for: any BPAY Payment; giving you access to BPAY; or any other service provided in relation to BPAY, including error corrections.
- (b) We will also advise you whether we will debit to you any government charges, duties or taxes arising in respect of a BPAY Payment.
- (c) We may charge you with dishonour fees for any future-dated BPAY Payments which have failed due to insufficient available credit in the relevant Account.

17.9 Changes

- (a) We may change this clause 17 by giving you 20 days' notice of any change by notice with periodic Account statements, direct written notice to you, or press advertisement in the national or local media.
- (b) If we give notice of our intention to increase your daily limit or Transaction amount limit using BPAY and you do not wish either to be increased, you must notify us before the notified effective date of change. Otherwise, once you access the increased daily or Transaction amount limit, you will be deemed to have consented to the increase.
- (c) BPAY is owned and operated by third parties. If the rules and regulations of BPAY require that this clause 17 be changed, then we will have the right to change this clause 17 accordingly and will provide you with notice.

17.10 Cancellation of BPAY access and internet access

- (a) You may cancel your access to BPAY at any time by giving us written notice.
- (b) We may immediately cancel or suspend your access to BPAY at any time for the following reasons:
 - (i) you are in breach of the **hummm90wrap** Terms of Use including this clause 17;
 - (ii) you or someone acting on your behalf is suspected of engaging in fraudulent conduct; or
 - (iii) you are engaging in conduct that is in our reasonable opinion disruptive to the operation of the Service and/or BPAY.

- (c) We may cancel your access to BPAY for any other reason by giving you 30 days' notice. The notice does not have to specify the reasons for cancellation.
- (d) If, despite the cancellation of your access to BPAY, you carry out a BPAY Payment using the access code, you will remain liable for that BPAY Payment.
- (e) Your access to BPAY will be terminated when:
 - (i) we notify you that your access code or the Account with us has been cancelled;
 - (ii) you close the last of your Accounts with us which has BPAY access;
 - (iii) you are in default under your Account;
 - (iv) you cease to be our customer;
 - (v) your access to the Service ceases; or
 - (vi) you alter the authorities governing the use of your Account or Accounts with BPAY access (unless we agree otherwise).

18. "Make a Payment" direct debit request service agreement

This clause 18 outlines our service commitment to you, in respect of the Direct Debit Request (**DDR**) arrangements made between **hummm Cards** (User ID 232275) and you. It sets out your rights, our commitment to you and your responsibilities to us together with where you should go for assistance. The definitions in your card conditions of use apply to this agreement.

18.1 Direct Debit arrangements

We undertake to periodically debit your Nominated Account for the agreed payment amount of your Account, in accordance with your instructions set out in the "Make a Payment – Direct Debit Request" section or as varied. The payment will be debited from your Nominated Account on the date nominated through BECS, or as otherwise authorised by you in the DDR. If the payment date or any other debit date specified in the DDR falls on a day that is not a Business Day, the payment will be processed on the next Business Day. If you're unsure of the date a payment will be debited, please contact us.

18.2 Changes to the arrangement

We may vary this section of the agreement at any time by giving you at least 14 days' notice. If you would like to make changes to the DDR, please contact us on **1300 115 533**. Changes you may request include:

- (a) deferring the debit; altering the timing of debits; stopping an individual debit; suspending the DDR; requesting an ad hoc debit; or
- (b) cancelling the DDR completely. If you would like to stop an individual debit or cancel the DDR completely, contact us at any time.

18.3 Enquiries

- (a) Any enquiries addressed to us should be made at least 2 Business Days prior to the next scheduled debit date. All communications addressed to us should include your name and Customer ID.
- (b) We will provide your personal information to our financial institution to initiate the debit from the Nominated Account. Our financial institution may also require your information in connection with a claim made on it relating to an alleged wrongful debit. Please refer to our Privacy Policy for further information regarding how we will protect your privacy and for what purposes we will use your information.

18.4 Disputes

- (a) If you believe that a debit has been initiated incorrectly, please contact us on **1300 115 533**, or contact your financial institution.
- (b) You will receive a refund of the debited amount if we cannot substantiate the reason for the debit.
- (c) It is your responsibility to ensure that:
 - (i) You have completed the correct details on the Direct Debit Request (account details for your Nominated Account should be checked against a recent statement from your financial institution. If you are in any doubt, please contact your financial institution);
 - (ii) Your Nominated Account can accept direct debits (you should check this with your financial institution before you complete the Direct Debit Request);
 - (iii) On the debit date there are sufficient cleared funds in the Nominated Account; and
 - (iv) You advise us if the Nominated Account is closed. If your debit is returned or dishonoured by your financial institution, your Account will be subject to a Payment Dishonour Fee.
- (d) The direct debit request must be signed or submitted in accordance with the signing or any other authority for the Nominated Account. If the Nominated Account is a joint account, you must ensure you have the authority to separately operate the Nominated Account in accordance with the DDR and the signature or authority of any other joint account holder is not required.

19. Variation to these terms of use

These terms of use shall continue to apply until such time as we give you notice of any changes by way of a public notice or a statement on our website and we will provide at least 20 days' notice in writing. By continuing to access and use the Service after we have given such notification, you will be deemed to have accepted those changes.

20. Suspension and cancellation

- (a) We may suspend or cancel your access to the Service without any notice to you if:
 - (i) if we believe the Customer ID or password is being misused;
 - (ii) if the Service is being misused or used inappropriately by you or another person acting on your behalf;
 - (iii) if we believe that there is a risk of fraud or security breach; or
 - (iv) if we believe that your account or your right to access the service has been or is being used to further a crime.

We can do this without sending you prior notice, although we will give you notice afterwards. Cancellation or suspension may be immediate.

- (b) We do not accept any liability for any loss you may suffer or incur as a result of any such suspension or cancellation of access to the Service.
- (c) You are able to cancel your use of the Service at any time by contacting us
- (d) To receive your statement electronically, access to the Service is required. Therefore, if your access to the Service is cancelled or suspended, we will provide you with a paper statement for which a fee will apply.

21. Communications

- (a) Communications in connection with these terms of use and the Service must be given in accordance with these terms of use.
- (b) Communications over the internet are deemed to have been received when the communications enter a recipient's computer and are effective when received even if the person to whom the communication is addressed is not aware of its receipt.
- (c) Communications are deemed to be sent from where the sender has its place of business or residence and is deemed to be received where the recipient has its place of business or residence.
- (d) By agreeing to these terms of use, you also consent to receive communications (which includes documents, notices and statements) by electronic communication, including by sending the communication to your nominated email address, by making the communication available for a reasonable period of time on the Service for retrieval by electronic communication by you and by any other method provided by the conditions of use which govern your Account. By consenting to receive communications electronically,
 - (i) paper documents may no longer be given;
 - (ii) electronic communications must be regularly checked for communications from us; and

- (iii) you may withdraw your consent at any time.

22. Email addresses

- (a) During your application, you must provide a valid email address for delivery of email notifications of your online statement. You can change your nominated email address at any time through the Service.
- (b) You must keep your nominated email address current and active.
- (c) By choosing to receive online statements electronically, you agree to:
 - (i) check the status of your account regularly by logging in to the Service;
 - (ii) check your emails regularly for any notifications from us;
 - (iii) ensure your mailbox can receive notifications for example; it has sufficient storage space available;
 - (iv) ensure your mailbox junk mail and spam filters allow receipt of emails from us;
 - (v) tell us if you are unable to access your email or the Service for any reason;
 - (vi) regularly check for your online statement on the Service, regardless of whether or not you have received an email notification from us; and
 - (vii) take reasonable and appropriate security measures in relation to your computer, including protection from any viruses or any form of program or mechanism capable of recording your Customer ID and access codes.

23. Privacy

Our Privacy Policy and the Privacy Consent Statement and Acknowledgment which you accepted during your application for our product explains the way we collect, hold, use and disclose your personal information. These documents are accessible here hummm90.com/au/important-information/. By agreeing to these terms of use, you also consent to the Privacy Policy and Privacy Consent Statement and Acknowledgment in relation to how we handle any information you provide to us in connection with your use of the Service.

24. Account discrepancies

- (a) You must notify us immediately if you believe there is any error or discrepancy relating to your Account details or you have become aware of any unauthorised Transaction on your Account.
- (b) You can contact us by calling us on **1300 115 533** or by emailing us at customerservice@flexicards.com.au or in writing to Locked Bag 5005 Royal Exchange, Sydney NSW 1225.

25. Warranties

While we have made every effort to ensure that information is free from error, **hummm Cards** does not warrant the accuracy, adequacy, suitability or completeness of Material on the Service and Material on the app. Use of the Service is at your own risk. **hummm Cards** does not guarantee that the Service or any third party websites will be free from viruses, that the Service will be available, or that access to the Service or any third party websites will be uninterrupted. You are responsible for taking appropriate precautions for the protection of your computer system and data.

26. Service Limitation of liability

- (a) Subject to any rights implied by law which cannot be excluded, **hummm Cards** is not liable to you, whether in contract, tort (including negligence), statute or otherwise, for any losses, damages, liabilities, claims or expenses (including but not limited to legal costs and defence or settlement costs), direct or indirect, arising out of:
- (i) your use of the Service;
 - (ii) Material on this Service;
 - (iii) any variation, suspension or termination of use of the Service;
 - (iv) any unauthorised use of your access codes;
 - (v) any system or telecommunications failure;
 - (vi) any fault, error or defect in the design of the Service;
 - (vii) any fault, or failure resulting in a loss of access to the Service;
 - (viii) any event outside our reasonable control;
 - (ix) any error or inaccuracy in any information appearing on the Service;
 - (x) the Service not always being available;
 - (xi) your use of third party websites; or
 - (xii) third party material,
- unless the losses, damages, liabilities, claims or expenses arise from the fraud, negligence or wilful misconduct of us or our contractors.
- (b) **hummm Card's** liability for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the extent possible, at **hummm Card's** option, to:
- (i) the supply of the goods or services again;
 - (ii) the repair of the goods; or
 - (iii) the cost of having the goods or services supplied again or repaired.

27. Copyright and trade marks

- (a) Copyright in the Material on this Service and Material on the app is owned by or licensed to **hummm Cards**.
- (b) Except where necessary for viewing the Material on this Service on your browser, or as permitted under the *Copyright Act 1968 (Cth)* or other applicable laws or these terms of use, no Material on this Service or Material on the app may be reproduced, adapted, uploaded to a third party, linked to, framed, distributed, displayed or transmitted in any form by any process without the specific written consent of **hummm Cards**.
- (c) You must not use any trade mark displayed on the Service in any way without our express written consent.

28. Termination

Your use of and access to the Service may be terminated at any time by **hummm Cards** if we decide to no longer continue to offer the Service. We will give you prior notice if that occurs. All restrictions, licences granted by you and all disclaimers and limitations of liability by **hummm Cards** will survive termination of your access to the Service.

29. Use of this Service

Use of this Service and any of the information it contains is subject to these terms of use and your Product Terms and Conditions.

30. Independent Advice

Information provided on our my **hummm90** or **hummm90** app is not intended to comprise personal, financial or investment advice. If you intend to act on any information on our Service you are strongly advised to obtain independent legal or accounting advice.