



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 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** Conditions of Use.

## 1. Introduction

1.1 In these terms and conditions:

- (a) an "**eligible Card Transaction**" means a Card Transaction that:
  - (i) has at least \$250 or more still outstanding at the time you request us to convert it to a **hummm90wrap**;
  - (ii) has a conversion date within 30 days of the original transaction date; and
  - (iii) when converted, would mean that your Remaining Balance does not exceed 80% of your total credit limit, but does not include
  - (iv) cash advances, balance transfers, interest, fees, charges or commissions.
- (b) "**hummm90wrap Annual Percentage Rate**" is 0%.
- (c) "**hummm90wrap Remaining Balance**" is, subject to clause 4(c), the outstanding amount of the eligible Card Transaction that is the subject of the **hummm90wrap** plus the outstanding amount of the **hummm90wrap** Fee.
- (d) "**hummm90wrap** Term" is the duration of the **hummm90wrap**.
- (e) "**hummm90wrap Instalment Repayment**" is the instalment that you must pay each month under the **hummm90wrap**. The **hummm90wrap** Instalment Repayment is the eligible Card Transaction amount that is the subject of the **hummm90wrap** plus the **hummm90wrap** Fee, divided by the **hummm90wrap** Term.
- (f) "**we**", "**our**" or "**us**" means humm 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.
- (g) "**you**" means the borrower named in the **hummm90** Contract.

1.2 In addition, you agree that the definition of "**Instalment Plan Remaining Balance**" in the **hummm90wrap** Conditions of Use is amended to include the words "and the **hummm90wrap** Fee" at the end of that definition

## 2. Before you enter into or cancel a hummm90wrap

A **hummm90wrap** is a fixed plan. You cannot repay a **hummm90wrap** early other than by cancelling it.

You should think carefully about whether you might want to cancel your **hummm90wrap** before you enter into it, and before you cancel it.

If you cancel the **hummm90wrap** you may be liable to pay more in interest or fees than you would have had to pay if you had not entered into the **hummm90wrap** as:

- if you do not repay the entire **hummm90wrap Remaining Balance** at the time of cancellation, interest will be calculated at a higher rate than would have applied had you not taken out the **hummm90wrap** (see clause 4(e));
- you will not have the benefit of the interest free period that you otherwise may have had; and
- the **hummm90wrap** Fee is not refundable.

You can cancel a **hummm90wrap** at any time – see clause 8 for details.

## 3. 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 amount of the **hummm90wrap** Fee (described as "Establishment fee"), as well as the percentage of the value of the relevant Transaction which that fee represents; and
  - (iii) the **hummm90wrap** Term.
- (d) 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.

## 4. Fees and interest

- (a) You must pay the **hummm90wrap** Fee to us. It is repayable as part of the **hummm90wrap** Instalment Repayments.
- (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
  - (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 **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 Expired Promotional Rate. As the Expired Promotional 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 Expired Promotional Rate.
- (e) If your **hummm90wrap** is cancelled, any **hummm90wrap** Remaining Balance under the cancelled **hummm90wrap** will not form part of the **hummm90wrap** Remaining Balance (it will continue to form part of the Unpaid Balance) and the annual percentage rate applicable to that amount will be the Expired Promotional Rate. Also, the Transaction which was the subject of the

**hummm90wrap** and the **hummm90wrap** Fee will not qualify for the interest free period referred at clauses 3.1(a) and 4.1 of the **hummm90** Conditions of Use or any Promotional Offer it may otherwise have qualified for if you had never entered into the **hummm90wrap** and the **hummm90wrap** Fee will not be refunded. .

## 5. Repayments

- (a) You must pay each **hummm90wrap** Instalment Repayment on the due date shown in your **hummm90** Account statement. You cannot pay a **hummm90wrap** Instalment Repayment before the date of the **hummm90** Account statement in which it is shown as payable. If you attempt to pay a **hummm90wrap** Instalment Repayment before then, your payment will be applied to any Unpaid Balance on your **hummm90** Account which does not form part of an Instalment Plan in accordance with clause 5.8 of the **hummm90** Conditions of Use.
- (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) will be calculated as:
  - (i) any 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 be higher than it would otherwise have been when you have a **hummm90wrap**.

## 6. How we apply your payments when you have a hummm90wrap

- (a) 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:
  - (i) applied first to any Instalment Repayments shown on your most recent **hummm90** Account statement; and
  - (ii) applied next to all other amounts of Unpaid Balance, as set out in clause 5.8 of the **hummm90** Conditions of Use, and not to the **hummm90wrap** Remaining Balance or any other Instalment Plan Remaining Balance other than as included in (i) above,
 and as set out in clause 5.8 of the **hummm90** Conditions of Use.
- (b) As a result of payments being applied in that way, you may be liable to pay an amount or rate of interest that is greater than the amount or rate of interest you would be otherwise liable to pay if payments had been applied to balances with higher rates first.
- (c) You may withdraw your request referred to in clause 6(a) 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.  
A higher annual percentage rate will apply if you do  
cancel your **hummm90wrap** – see clause 4(e).

## 7. Credits or refunds

Clause 5.9 of the Conditions of Use will not apply to an Instalment Plan that is a **hummm90wrap**.

A credit or refund relating to a Transaction that has been converted to a **hummm90wrap** will be applied in the same way as if it were a payment by you, in accordance with clause 5.8 of the **hummm90** Conditions of Use. If you want the credit or refund to be applied specifically to the **hummm90wrap** Remaining Balance, you must contact us to cancel your **hummm90wrap**.

## 8. Cancellation

**Thinking of cancelling a hummm90wrap? – see clause 2.**

- (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 6(a) of these terms.
- (c) If you have another Instalment Plan and you make a request to cancel that Instalment 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.

## 9. 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.