

hummm pro – APP TERMS OF USE

By Using Our hummm pro App You agree to be bound by these Terms of Use:

APPLICATION

These Terms of Use apply in addition to any terms of a hummm pro Contract You have with Us (“**Product Terms and Conditions**”).

Your Use of and reliance on the Material is governed by these Terms of Use and the Privacy Policy.

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 the hummm pro App. 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 pro Website www.hummmpro.com/au.

Unless We say otherwise, terms defined in Our Product Terms and Conditions have the same meaning in these Terms of Use.

Use of Our Service and any of the information on Our Service is subject to these Terms of Use.

1. Introduction

1.1. In these Terms of Use:

- (a) **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, Passcode or biometric information such as a fingerprint or facial recognition data.
- (b) **Business Day** means any day on which banks in Sydney are able to effect settlement through the Reserve Bank of Australia.
- (c) **Device** means an item that We give You to perform a hummm pro Transaction Using the Service, for example, a Digital Card. It does not include an email address, Password or Access Code.
- (d) **Funding Source** means any valid Visa or Mastercard debit card or credit card and any other payment method We accept from time to time (including account(s) with a bank or other financial institution, Apple Pay and Google Pay), the details of which You have added to the App and in respect of which You authorise Us to debit or through which You otherwise authorise Us to obtain amounts due in accordance with the Product Terms and Conditions.
- (e) **hummm pro Account** means the "Account" as defined in the Product Terms and Conditions.
- (f) **hummm pro App** means the online interface provided to You by Us to Use the 'hummm pro' product. It includes the application called 'hummm pro' available in the Apple App Store or the Google Play Store.
- (g) **hummm pro Contract** means a contract We have with You that includes the document entitled 'hummm pro Terms and Conditions'.
- (h) **hummm pro Transaction** has the meaning given to

'Transaction' in Your applicable Product Terms and Conditions.

- (i) **Material** means the information, graphics and materials in the hummm pro App.
- (j) **Password** means an alphanumeric password Used in conjunction with Your email address or mobile number in order to access Our Service.
- (k) **PIN or Passcode** means the 'Personal Identification Number' required to access the hummm pro App.
- (l) **Service** means the functionality made available through the hummm pro App.
- (m) **SMS** means the telecommunications "short message service" technology which may allow text messages to be sent to Your mobile phone.
- (n) **Verification Code** means the numerical code referred to in clause 4.1(f) (*Access rights*) and sent by SMS to Your mobile device when You seek to register for the hummm pro App.
- (o) **We, Our, Us** means hummm pro Pty Ltd ABN 94 639 701 312 and its successors and assignees.
- (p) **You or Your** means the borrower under the hummm pro Contract.

2. Agreement for online Use

- 2.1. We offer to make the Service available to You to enable You to access Your hummm pro Account in accordance with these Terms of Use.

3. Other Terms of Use

- 3.1. 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

- 4.1. To Use the Service in connection with a hummm pro Account, You will need to apply for a hummm pro Account to be established in Your name. We may or may not accept such an application in Our discretion. To apply for a hummm pro Account You will need:
 - (a) an email address;
 - (b) a valid Australian mobile number;
 - (c) an Australian Business Number;
 - (d) to provide copies of or access to any information We require for the purpose of verifying Your identity and assessing Your application;
 - (e) a Funding Source; and
 - (f) a Verification Code.
- 4.2. During registration, We will ask You to set up Your own unique Password and You must also create

a Passcode to access the humm pro App. You may also be given an opportunity to Use biometric information such as fingerprint or facial data. Selecting a Passcode or Using biometric information to login to the humm pro App are alternatives to entering the Password to access the humm pro App. Please refer to clause 8 (*Your security responsibilities*) and 9 (*Process for reporting loss, theft or misuse of a device or the Access Code becoming known to someone else*) for Your security responsibilities.

- 4.3. 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.
- 4.4. 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. We may also require you to authenticate Your identity, for example when using a new device you have not previously used to access the Service. For enhanced security, We may collect the unique identifier of each piece of equipment You Use (for example the IMEI of a mobile phone) 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.
- 4.5. 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.
- 4.6. You agree that We may send to Your Australian mobile number SMS codes such as the Verification Code. You must ensure that the mobile phone number You provide to Us is accurate and You must notify Us promptly if Your mobile phone number changes.
- 4.7. It is important We have Your correct mobile phone number as We may Use this number to authenticate access to the Service.
- 4.8. We will endeavor 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 the end of clause 24 (*Service limitation of liability*).

5. Nominating Account Holders and Cardholders

- 5.1. You may nominate Account Holders and Cardholders through the humm pro App (if available).

6. Requesting a Physical Card

- 6.1. You may request a Physical Card through the humm pro App (if available).

7. Our authority

- 7.1. You can sign in to the humm pro App by Using either a Passcode or biometric information where Your mobile phone, 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 phone. Each time the mobile phone registers a Use of biometric information, and a humm pro

Transaction is authorised through the humm pro App, You instruct Us to perform those humm pro 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.

- 7.2. You authorise Us to allow any humm pro Transaction or act on any instructions received on a humm pro Account for which the correct Access Code has been provided.
- 7.3. You acknowledge that subject to the sections on liability for unauthorised humm pro Transactions at clause 18 of the humm pro Contract (*Your liability for unauthorised Transactions*) and Service limitation of liability at clause 24 (*Service limitation of liability*), You will be liable for any misuse of the Service including humm pro Transactions on the accounts or any failure to observe these Terms of Use.
- 7.4. Subject to clause 18 of the humm pro Contract (*Your liability for unauthorised Transactions*), 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 email address, Password and/or Access Code will be allowed access to the Service and Your humm pro Account.

8. Your security responsibilities

- 8.1. 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, humm pro App Passcode or any other Access Code.
- 8.2. If You enter Your humm pro App Passcode incorrectly 3 consecutive times, You will need to enter Your email address and Password to access the humm pro App and create a new Passcode.
- 8.3. If You wish to sign in to the humm pro App Using biometric information, You should ensure that only Your biometric information is stored on the mobile phone Used to access the humm pro App. In addition to ensuring that Your mobile phone device is secure, it is very important that each Passcode or biometric information Used in connection with that mobile phone remain secure. If biometric information is Used on Your humm pro 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.

8.4. You must follow the steps below to protect against the unauthorised Use of any Access Code:

- (a) never reveal or tell any Access Code to, or allow it to be seen by, another person including family and friends or Our staff;
- (b) do not lend any Access Code to anybody;
- (c) try to memorise the Access Code and destroy any documentation or communication that contains an Access Code;
- (d) do not record Your Access Code on Your Physical Card or on anything which is kept with or near the Physical Card;
- (e) 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;
- (f) do not keep a record of the Access Code with any document containing details of Your humm pro Account (e.g. transaction history) without making a reasonable attempt to protect the security of the Access Code;
- (g) do not keep a record of the Access Code with Your Usual list of emergency phone numbers;
- (h) Use care to prevent anyone seeing the Access Code being entered on electronic equipment including a mobile phone;
- (i) immediately report the loss, theft or unauthorised Use of Your Access Code to Us on 1300 4866 776 otherwise if You still have access to Your Device, log in and suspend Your humm pro Account;
- (j) do not act with extreme carelessness in failing to protect Your Access Codes;
- (k) 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;
- (l) examine Your periodical statement immediately upon receiving it to identify and report to Us as soon as possible, any instances where Your humm pro Account has been Used without Your authority; and
- (m) immediately notify Us of any change of address.

8.5. You agree to Use reasonable care when accessing the Service to ensure that Your Access Code is not disclosed to any other person.

8.6. You agree to Use reasonable care when accessing the Service to ensure that You have logged out of the Service prior to allowing any mobile phone 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 authorised to access the humm pro Account.

9. **Process for reporting loss, theft or misuse of a device or the Access Code becoming known to someone else**

9.1. You must notify Us immediately if:

- (a) You believe an Access Code or a device has or may have been misused or lost or stolen;

- (b) You believe an Access Code has or may have become known to someone else; or

- (c) if You believe that someone other than You has accessed or logged into the Service with Your email address and Password (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).

9.2. To notify Us, contact Us immediately on 1300 4866 776. 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.

10. **Use of the Service and humm pro Account information**

10.1. You may Use the Service to request various actions or see various information in relation to Your humm pro Account and, where applicable, Your Digital Card and Physical Card. For example:

- (a) activate Your Digital Card and/or Physical Card;
- (b) select or change a Passcode for Your Digital Card and/or Physical Card;
- (c) create a secure Password;
- (d) review Your humm pro Account summary;
- (e) review Your most recent humm pro Transactions and any applicable promotions;
- (f) make a humm pro Transaction;
- (g) check Your balance;
- (h) make a payment;
- (i) Pause part or all of a Closed Balance;
- (j) Plan part or all of a Closed Balance or Paused Amount;
- (k) update Your details;
- (l) change Your Password or Passcode;
- (m) request certain actions on Your humm pro Account (like pause or close Your account and change Your Passcode);
- (n) (if available in the App) request to close Your humm pro Account;
- (o) request an increase in Your credit limit (if available);
- (p) request a decrease in Your credit limit (if available);
- (q) edit or add a new Funding Source;
- (r) activate various in-app notifications;
- (s) trigger a repayment from a Funding Source; and

(t) access and Use Your Digital Card.

- 10.2. 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.
- 10.3. You agree that You will not Use the Service for any purpose other than carrying out enquiries on Your humm pro Account and/or administering Your humm pro Account.
- 10.4. 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.
- 10.5. Information about Your humm pro Account available on the Service concerning humm pro Transactions and balances may not always be up to date. The information available on the Service may not include all pending humm pro Transactions or payments that have not yet been processed and that may need correction.
- 10.6. We reserve the right to vary the types of humm pro Transactions that can be carried out Using the Service.

11. Restrictions on access to the Service

- 11.1. The Service is available for the enquiries and humm pro Transactions specified by Us from time to time.
- 11.2. Only You, as the humm pro Account holder, can Use the Service to access a humm pro Account.
- 11.3. You must not initiate, engage in or effect a humm pro Transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country).
- 11.4. We may delay, block, freeze or refuse any humm pro Transaction, 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.

12. Humm pro Transactions through the Use of the Service

- 12.1. This section only applies to humm pro Transactions that are completed through the Use of the Service.
- 12.2. We will provide You with information about the maximum limits on the amounts which You may pay in respect of Your humm pro Account Using the Service before You first perform a humm pro Transaction to the extent that We know this information.
- 12.3. These limits may be varied in accordance with the Product Terms and Conditions.
- 12.4. You acknowledge that third party organisations may impose additional restrictions on the amount of funds that may be paid or transferred.
- 12.5. If You ask Us to make a payment or transfer Using the Service prior to 5:00pm (in Sydney, Australia) on a 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.

13. Checking Your account records

- 13.1. You should check Your humm pro Account records carefully. If You believe a transaction is wrong or unauthorised You must inform Us as soon as possible by contacting Us to resolve the matter in accordance with the applicable Product Terms and Conditions.
- 13.2. It is recommended that You check and retain all humm pro 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 humm pro Transactions against Your statements and in case You have any queries in relation to the humm pro Transaction.

14. Malfunction arising from the use of biometric information technologies

- 14.1. Biometric information can only be turned on for the humm pro 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 humm pro App.

15. What should You do if the service is not available?

- 15.1. The Service may not always be available.
- 15.2. If for any reason You are unable to Use the Service, it is Your responsibility to Use other means of making humm pro Transactions and obtaining information. You can call Us on 1300 4866 776.

16. Steps You must take if You have a complaint

- 16.1. If You wish to make a complaint or have a concern in relation to the Service, please do so in accordance with any applicable Product Terms and Conditions. If there are none, please contact Us on 1300 4866 776. We will investigate Your complaint or concern and may ask You to provide further information.

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

- 17.1. 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:
 - (a) the amount You told Us to pay or transfer was greater than the amount You needed to pay or transfer; or
 - (b) 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.

- 17.2. In neither case will We be responsible for any loss

You may incur. Accordingly, special care should be taken by You when Using the Service to ensure the details and instructions You give Us are correct.

18. Variation to these Terms of Use

18.1. We may change these Terms of Use without Your consent:

- (a) to comply with any law or regulation;
- (b) to reflect any decision of a court, ombudsman or a regulator;
- (c) to correct an error or to simplify them;
- (d) for security reasons;
- (e) for any other reason, including as a result of changed industry practice, circumstances or environment or changed features.

Unless these terms say otherwise, We will give You 20 days' written notice of any change. However, unless the law requires Us to, We do not have to give advance notice if the change is required for the security of the system or individual accounts including the prevention of criminal activity or fraud.

19. Communications

19.1. Communications in connection with these Terms of Use and the Service must be given in accordance with these Terms of Use.

19.2. 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.

19.3. 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.

19.4. 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 humm pro App for retrieval by electronic communication by You and by any other method provided by the conditions of Use which govern Your humm pro Account. By consenting to receive communications electronically:

- (a) paper documents may no longer be given;
- (b) electronic communications must be regularly checked for communications from Us; and
- (c) You may withdraw Your consent at any time.

20. Email addresses

20.1. During Your application, You must provide a valid email address for delivery of email notifications of Your statements and other documents. You can change Your nominated email address at any time through the Service.

20.2. You must keep Your nominated email address current and active.

20.3. By choosing to receive statements and/or communications electronically, You agree to:

- (a) check the status of Your account regularly by logging in to the Service;
- (b) check Your emails regularly for any notifications from Us;
- (c) ensure Your mailbox can receive notifications for example; it has sufficient storage space available;
- (d) ensure Your mailbox junk mail and spam filters allow receipt of emails from Us;
- (e) tell Us if You are unable to access Your email or the Service for any reason;
- (f) regularly check the Service for information from Us (if any), regardless of whether or not You have received an email notification from Us; and
- (g) 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 email address and Access Codes.

21. Privacy

21.1. Our Privacy Policy explains the way We collect, hold, Use and disclose Your personal information.

21.2. The Privacy Policy is accessible at <https://www.hummpro.com/au/docs/privacy-policy.pdf>.

21.3. By agreeing to these Terms of Use, You also consent to the Privacy Policy in relation to how We handle any information You provide to Us in connection with Your Use of the Service.

22. hummpro Account discrepancies

22.1. You must notify Us immediately if You believe there is any error or discrepancy relating to Your humm pro Account details or You have become aware of any unauthorised humm pro Transaction on Your humm pro Account.

22.2. You can contact Us by calling Us on 1300 4866 776.

23. Warranties

23.1. While We have made every effort to ensure that information is free from error, We do not warrant the accuracy, adequacy, suitability or completeness of Material. Use of the Service is at Your own risk. We do 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.

23.2. You are responsible for taking appropriate precautions for the protection of Your computer system and data.

24. Service limitation of liability

24.1. Subject to any rights implied by law which cannot be excluded and these Terms and Conditions, We are 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:

- (a) Your Use of the Service;
- (b) Material on or Used to provide the Service;
- (c) any variation, suspension or termination of Use of the Service;
- (d) any unauthorised Use of Your Access Codes;
- (e) any system or telecommunications failure;
- (f) any fault, error or defect in the design of the Service;
- (g) any fault, or failure resulting in a loss of access to the Service;
- (h) any event outside Our reasonable control;
- (i) any error or inaccuracy in any information appearing on the Service;
- (j) the Service not always being available;
- (k) Your Use of third-party Websites; or
- (l) third party material,

unless the losses, damages, liabilities, claims or expenses arise from the fraud, negligence or willful misconduct of Us or Our contractors.

24.2. Our 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 Our option, to:

- (a) the supply of the goods or services again;
- (b) the repair of the goods; or
- (c) the cost of having the goods or services supplied again or repaired.

25. Copyright and trademarks

- 25.1. Copyright in the Material is owned by or licensed to Us.
- 25.2. 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 may be reproduced, adapted, uploaded to a third party, linked to, framed, distributed, displayed or transmitted in any form by any process without Our specific written consent.
- 25.3. You must not Use any trademark displayed on the Service in any way without Our express written consent.

26. Termination

- 26.1. Subject to any applicable Product Terms and Conditions, Your Use of and access to the Service may be terminated at any time by humm pro Pty Ltd 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 humm pro Pty Ltd will survive termination of Your access to the Service.

27. Use of this Service

- 27.1. Use of this Service and any of the information it contains is subject to these Terms of Use and Your Product Terms and Conditions.

28. Independent advice

- 28.1. Information provided on Our humm pro App is not intended to comprise personal, financial or investment advice.
- 28.2. If You intend to act on any information on Our Service, You are strongly advised to obtain independent legal or tax or accounting advice.

hummm pro is provided by hummm pro Pty Ltd ABN 94 639 701 312.