

IMPORTANT INFORMATION

Please ensure you read these Terms of Use before you advertise or market the **hummpro** product.

This information is not to be taken as legal advice and humm pro Ltd (**hummpro**) does not make any warranty in relation to the accuracy of this document nor accepts any liability for any loss arising from the use or reliance on this document. All retailers and partners should seek their own independent legal advice.

Never Be Misleading

There are strict regulatory requirements, under legislation, where the advertiser of finance (you) and the finance provider (**hummpro**) can both be liable for breach of any legislative requirements.

All information presented to customers about the **hummpro** product must be factual, accurate and not misleading. Misleading information or advice can result in penalties for both you and **hummpro**.

An advertisement, statement about or reference to the product can be misleading by providing inaccurate, false or incomplete information. It makes no difference whether you intend to mislead or deceive or not, it is how your conduct affected customers' thoughts and beliefs that matters.

Use of hummpro Disclaimer

You must always include the **hummpro** General Disclaimer below, referenced by a symbol (e.g. an asterisk *).

hummpro General Disclaimer

*Lending criteria, fees, terms and conditions apply.
hummpro is provided by humm pro Ltd NZBN
9429048373890*

Please be aware the purpose of a disclaimer is to elaborate on the main selling message, not to contradict it. You must ensure the main selling point and the impression it creates to customers is accurate and not misleading.

Disclaimers Must Be:

>> Precise

>> Referenced by a symbol (i.e. asterisk) next to the copy to which the statement applies

>> A minimum of 10 point font size wherever possible and no smaller than 8 point for any A4 size advertisement. The size and type of font must render copy clearly legible

>> In a non-obscure location (no direction other than horizontal)

A disclaimer or fine print should only be used to provide additional, supportive material. To be effective, a disclaimer must be:

- 1) readily identified by a customer (i.e. sufficient size and horizontal);
- 2) linked by a symbol and placed near the representation that relates to it; and.
- 3) be clear in nature (i.e. no jargon or unclear language).

Disclaimers should only be used to provide additional information and should not contradict or clarify a misleading representation created by a headline or body copy. The overall impression of the advertisement must not mislead the audience.

You should also avoid claims that create a false sense of urgency, particularly where the offer is likely to be misleading. Ensure there are no claims that will need a complicated disclaimer.

This may not protect your business and **hummpro** from breaching the relevant legislation, as the additional facts may not be balanced with the offer in the headline.

An appropriate disclaimer will not necessarily always ensure that a particular campaign is not misleading, as this will depend on a range of variable factors, including content, context and audience of a campaign. Therefore, the whole campaign must be reviewed and assessed accordingly.

GENERAL

You must only advertise or market **hummpro** to business customers i.e customers with an NZBN.

You must never explicitly state or imply that you are making an offer of finance to a customer (finance can only be provided by **hummpro**). Always use the **hummpro** General Disclaimer (above) when discussing finance.

You must not make any representations that the customer will receive approval for finance "in minutes" or on the "same day". This can be misleading.

If you refer to **hummpro**'s "Plan" feature you must include the following disclaimer:

**The 1.5% fee is fixed for the duration of the Plan and is based on the starting Plan balance. The fee is charged each month when the Plan instalment is due and is only payable if the Plan remains open. If the Plan is paid off early, the remaining Plan fees will not be charged. 6 months – maximum total Plan fee is 9% of the Plan balance. 9 months – maximum total Plan fee is 13.5% of the Plan balance. 12 months – maximum total Plan fee is 18% of the Plan balance.*

WEB PAGE BANNER OR TILE

e.g. a graphic across the top of your website page, or a boxed graphic on the side which promotes **hummpo**)

NOTE: Banner or tile must include a clear call to action link (e.g. find out more) that links to the **hummpo** landing page with the **hummpo** General Disclaimer (above), including hummpo Ltd name.

SOCIAL MEDIA ADVERTISING

The laws which prohibit misleading and deceptive conduct, and false representations, apply to social media platforms. You must ensure that any content you publish on social media is not misleading or likely to mislead.

NOTE: Advertisement must include a clear call to action link (e.g. find out more) that links to a landing page with the **hummpo** General Disclaimer (above), including hummpo Ltd name.

EMAIL AND ELECTRONIC DIRECT MESSAGING COMMUNICATIONS

All email and electronic direct messaging communications must follow the requirements discussed above. It is important that you only send communications to business customers and that you do not explicitly state or imply that you are offering finance – this is misleading. You should make it clear that **hummpo** is the finance provider and include the General Disclaimer (above) in the footer or otherwise display it prominently in your communications in accordance with the guidelines above.

Limitation of Liability

Subject to any rights implied by law which cannot be excluded, **hummpo** 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, whatsoever arising out of or referable to:

- your use of the **hummpo** 'Partner Toolkit' Website (found at <https://www.hummpo.com/au/assets/>); and
- your use of the Material including the banners, social templates and logos downloaded from this website.

hummpo'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 **hummpo's** option, to the:

- supply of the services again; or
- cost of having the services supplied again.

Termination

Your use of and access to the **hummpo** 'Partner Toolkit' Website and Materials may be terminated at any time by **hummpo** without

notice. All restrictions, licences granted by you and all disclaimers and limitations of liability by **hummpo** will survive termination.

Jurisdiction

Unless otherwise stated, the information and Materials (including the banners, social templates and logos downloaded) on the **hummpo** 'Partner Toolkit' Website is provided in compliance with Australian law and is only intended for persons within Australia. The **hummpo** 'Partner Toolkit' Website and Materials may not comply with the laws of countries other than Australia and is not directed at, and should not be relied upon by, persons in any other country.

Copyright and Trademarks

Copyright in the Material (including the banners, social templates and logos downloaded) on the **hummpo** 'Partner Toolkit' Website is owned by or licensed to **hummpo**.

Except where necessary for viewing the Material on this website on your browser, or as permitted under the *Copyright Act 1994* 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 the specific written consent of **hummpo**.

You must not use any trade mark displayed on the **hummpo** 'Partner Toolkit' Website (including the banners, social templates and logos downloaded) in any way without our express written consent except as permitted under these Terms of Use.

Acceptance and Changes to hummpo Partner Terms of Use

You acknowledge and agree that your use of the **hummpo** 'Partner Toolkit' Website and Materials (including the banners, social templates and logos downloaded) indicates your acceptance of these **hummpo** Partner Terms of Use as varied from time to time.

These are the current **hummpo** Partner Terms of Use. They replace any other terms of use published on the **hummpo** 'Partner Toolkit' Website to date. **hummpo** may at any time vary the **hummpo** Partner Terms of Use by publishing the varied **hummpo** Partner Terms of Use on the **hummpo** 'Partner Toolkit' Website. You accept that by doing this, **hummpo** has provided you with sufficient notice of the variation. Your subsequent use of the **hummpo** 'Partner Toolkit' Website (including the banners, social templates and logos downloaded) constitutes acceptance of the varied **hummpo** Partner Terms of Use.

hummpo reserves any rights not expressly granted in these **hummpo** Partner Terms of Use.

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