

hummm – APP TERMS OF USE

We offer to make the Service available to you to enable you to access your hummm Account and by using the hummm App you agree to these Terms of Use.

These Terms of Use apply in addition to your hummm Contract you have with us. In addition to these Terms of Use there may also be other terms governing your use and access to parts of the hummm App. You can review any other terms on the hummm website shophummm.com/au/

Definitions in your hummm Contract have the same meaning in these Terms of Use.

1. Access rights

- 1.1. To use the Service you need to have a hummm Account in your name. To apply for a hummm Account download the hummm App or go to shophummm.com/au/
- 1.2. During registration, we will ask you to set up your Passcode to access the hummm App. You may also be able to use biometric information such as fingerprint.
- 1.3. You may need to verify your identity using another method, for example, if you access the Service from a different device. If you do not enable us to verify your identity we may deny or restrict your access to the hummm App or our Service.
- 1.4. You need to tell us if your email address changes. It is important we have your current email address as we may use this address to let you know about changes to these Terms of Use or the Service.
- 1.5. You agree that we may SMS your mobile to give information such as a Verification Code. You must ensure that the mobile number you provide to us is yours and you need to tell us if your mobile number changes. It is important we have your current mobile number as we may use this number to enable access to the Service.
- 1.6. We will try to provide you with uninterrupted access to the Service but we will not be liable to you for any inability to access the Service or any interruption to the availability of the Service.

2. Our authority

- 2.1. If you permit anyone else to use your Passcode or your hummm App you authorise that person to transact on your Account. Their transactions will not be unauthorised hummm Purchases and they could cause you loss.
- 2.2. You authorise us to allow any hummm Purchase or act on any instructions received on a hummm Account provided a correct Passcode has been provided.

3. Your security responsibilities

- 3.1. You agree to use a distinct Passcode to access the Service and to take reasonable steps to ensure that nobody else has access to your Passcode.
- 3.2. If you enter an incorrect Passcode 3 times we may lock your hummm App until you follow our instructions to unlock it. We may require you to set a new Passcode to unlock your hummm App.
- 3.3. If you sign in to the Hummm App using a biometric Passcode you need to keep it secure and you consent to us collecting the information to identify you and for other purposes in accordance with our Privacy Policy.
- 3.4. You must follow the steps below to protect against the unauthorised use of any Passcode:
 - (a) never provide your Passcode to anyone else;
 - (b) memorise the Passcode;
 - (c) do not record your Passcode on a Device without encrypting the Passcode;
 - (d) be careful to prevent anyone seeing the Passcode being entered into a Device; and
 - (e) immediately report the loss, theft or unauthorised use of your Passcode to us.
- 3.5. You must tell us immediately if you believe there is any error or discrepancy relating to your hummm Account details or you have become aware of any unauthorised hummm Purchase on your hummm Account.

4. Process for reporting loss, theft or misuse of a device or Passcode

- 4.1. You must notify us immediately if:

- (a) you believe a Passcode or Device may have been misused or lost or stolen;
- (b) you believe that someone other than you can access or has accessed your Service.

4.2. To notify us, contact us by:

- (a) web chat on shophummm.com/au/;
- (b) calling **1800 088 151**; or
- (c) emailing CustomerRelations.Complaints@hummm-group.com

4.3. You must provide information we reasonably request relating to the loss, theft or misuse of your device or Passcode.

5. Use of the Service

5.1. You may use the Service to access your humm Account. For example:

- (a) create or change a secure Passcode;
- (b) review your humm Account summary;
- (c) review your humm Purchases and promotions;
- (d) make humm Purchases;
- (e) check your balance;
- (f) make a payment;
- (g) update your residential address;
- (h) request actions on your humm Account;
- (i) request an increase in your credit limit (if available);
- (j) request a decrease in your credit limit (if available);
- (k) edit or add your payment method;

5.2. You agree that you will not attempt to modify or interfere with the content or appearance of the Service.

5.3. 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.

5.4. Information about your humm Account available on the Service concerning humm Purchases and balances may not always be up to date. The information available on the Service may not include all pending humm Purchases or payments that have not yet been processed and that may need correction.

6. Restrictions on access to the Service

- 6.1. The Service is available for the enquiries and humm Purchases specified by us from time to time.
- 6.2. You must not initiate, engage in or effect a humm Purchase that may be in breach of Australian law or sanctions (or the law or sanctions of any other country).
- 6.3. We may delay, block or refuse any humm Purchase 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. We will not be liable to you or any other person for any loss or damage suffered as a result of the delay, block or refusal.

7. humm Purchases using the Service

- 7.1. This section only applies to humm Purchases that are completed through the use of the Service.
- 7.2. We will provide you with information about the maximum limits on the amounts which you may pay in respect of your humm Account using the Service before you first perform a humm Purchase to the extent that we know this information.
- 7.3. These limits may be varied in accordance with your humm Contract.

8. Your liability for unauthorised use of your Passcode and the Service

- 8.1. This clause 8 does not apply to any humm Purchase that is performed by you or a person who performed a humm Purchase with your knowledge and consent, or authorisation.
- 8.2. You are not liable for losses caused by unauthorised humm Purchases:
 - (a) where it is clear and obvious that you have not contributed to the loss;
 - (b) that are caused by the fraudulent or negligent conduct of employees or agents of us or any organisation involved in the provision of the system under which humm Purchases using the Service are processed or any merchant;
 - (c) that are caused by the same humm Purchase being incorrectly debited more than once to the same humm Account;

- (d) that are caused by a Passcode that is forged, faulty, expired or cancelled;
- (e) occurring after we are notified that a Device or Passcode has been misused, lost or stolen, or that security of a Passcode has been breached; or
- (f) a humm Purchase requiring the use of a Passcode that occurred before you received the Passcode.

8.3. You are liable for all humm Purchases on your humm Account using the Service where a Passcode is used with your authorisation. You are also liable for any loss arising from any unauthorised humm Purchase if the loss occurs before notification to us that a mobile number, email address, Device or Passcode has or may have been misused or lost or stolen, or become known to someone else and you have contributed to the loss through:

- (a) fraud or failure to look after and keep the Passcode secure or you are reckless in protecting the security of your email address, Device or Passcode; or
- (b) unreasonably delaying reporting to us the misuse, loss or theft of a mobile number, email address, Device or Passcode 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.

8.4. However, you are not liable for losses:

- (a) that exceed any applicable daily or periodic humm Purchase limits set on the humm Account;
- (b) that exceed the credit limit on the humm Account; or
- (c) incurred on an account which you had told us was not to be used with the Device, email address or Passcode.

9. Malfunction

9.1. You will not be responsible for any loss from a failure to complete a humm Purchase if it was caused by an error with the Service.

9.2. If the Service malfunctions but you reasonably should have known that the Service was malfunctioning we will only be responsible for correcting errors in your humm Account and refunding any charges as a result.

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

10.1. If you use the Service to tell us 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.

10.2. Take care when using the Service to ensure the details and instructions You give us are correct.

11. Variation to these Terms of Use

11.1. 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.

11.2. We will give 20 days' written notice of any change, however, unless the law requires us to, we do not have to give notice if the change is required to ensure the security humm App or our Service including the prevention of criminal activity or fraud.

12. Communications

12.1. We may communicate with you electronically and this constitutes notice under these Terms of Use.

12.2. You can contact us by:

- (a) web chat on shophummm.com/au/;
- (b) calling **1800 088 151**;
- (c) emailing CustomerRelations.Complaints@hummm-group.com; or
- (d) writing to us at: **GPO Box 1878, Adelaide SA 5001** but only if it is not about the security of your humm Account and is not urgent.

13. Email addresses

By choosing to receive communications electronically you agree to:

- (a) check the status of your email account regularly;
- (b) check your emails regularly for any notifications from us;
- (c) ensure your email account can receive emails;
- (d) ensure your email account 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.

14. Privacy

Our Privacy Policy explains the way we collect, hold, use and disclose your personal information and is accessible at shophummm.com/au/privacy-policy. 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.

15. Service not guaranteed

hummm does not warrant the accuracy, adequacy, suitability or completeness of the Service. Use of the Service is at your own risk. hummm 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.

16. Service limitation of liability

16.1. Subject to these Terms of Use and any rights implied by law which cannot be excluded, hummm is not liable to you, whether in contract, tort, 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) any variation, suspension or termination of use of the Service;
- (c) any unauthorised use of your Passcode;
- (d) any system or telecommunications failure;
- (e) any fault, error or defect in the design of the Service;

- (f) any fault, or failure resulting in a loss of access to the Service;
- (g) any event outside our reasonable control;
- (h) any error or inaccuracy in any information appearing on the Service;
- (i) the Service not always being available;
- (j) your use of third-party websites; or
- (k) third party material,

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

16.2. hummm'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's 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.

17. Copyright and trade marks

17.1. Copyright in the hummm App and Service is owned by or licensed to hummm.

17.2. Except where necessary for using the Service or hummm App or as permitted under the *Copyright Act 1968* (Cth) or other applicable laws or these Terms of Use, no part of the Service or hummm 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.

18. Termination

Subject to your hummm Contract we may stop supporting your access to the Service at any time. We will give you notice if that occurs. All restrictions, licences granted by you and all disclaimers and limitations of liability by hummm will survive.

19. Definitions

In these Terms of Use:

Amount of Credit has the meaning of that term in the humm Contract.

Content means the content displayed in the humm App.

Passcode means a code or biometric identifier required for you to access the Service which we accept as authority for instructions using the Service.

hummm Account means the “Revolving Credit Account” defined in your humm Contract.

hummm App means the app called ‘hummm’ in the Apple App Store or the Google Play Store or another place we make it available for download.

hummm Contract means the terms and conditions applicable to your hummm account which are available at shophummm.com/au/terms-and-conditions.

hummm Purchase means any transaction where we provide you an Amount of Credit under your hummm Contract.

Business Day means a day other than a Saturday or Sunday or a public holiday listed throughout Australia.

Device means a device we let you use to make a hummm Purchase.

Funding Source means any Visa or Mastercard debit card or credit card and any other payment method we accept from time to time.

Password means a password used with your email details to access the Service.

Service means what you can do with the hummm App.

Verification Code means the temporary Password sent by SMS to your device when you register for hummm App.