



hummm Retailer Agreement

Once Credit Pty Limited ABN 99 112 319 632
("hummm" or "we/us/our") Australian credit licence
386194

Level 1, 121 Harrington Street, The Rocks NSW
2000, Australia

This Retailer Agreement consists of:

- the Schedule;
- the Retailer General Terms; and
- the Retailer Additional Terms (if any),
(together, this Agreement).

Schedule

Account Number		Parent Account	
RETAILER DETAILS			
Legal Name			
Trading Name			
ABN			
Business Type			
Contact Name		Contact Email	
Business Phone		Contact Phone	
Address			
Goods and/or Services		Industry	Dentistry

PRODUCT SELECTION AND FEE TABLE

hummm							
Min Amount	Max Amount	Term	Repayment Frequency	Interest Rate	Establishment Fee	Monthly Fee	Merchant Service Fee
\$80.00	\$1,000	3	Monthly	0.00%	\$70	\$9.95	4.20%
\$80.00	\$2,000	6	Monthly	0.00%	\$70	\$9.95	4.45%
\$80.00	\$3,000	12	Monthly	0.00%	\$70	\$9.95	5.05%
\$80.00	\$6,000	18	Monthly	0.00%	\$70	\$9.95	9.25%
\$80.00	\$12,000	24	Monthly	0.00%	\$70	\$9.95	9.75%
\$80.00	\$15,000	30	Monthly	0.00%	\$70	\$9.95	12.25%
\$80.00	\$20,000	36	Monthly	0.00%	\$70	\$9.95	15.50%

DIRECT DEBIT REQUEST AUTHORITY

RETAILER FINANCE DETAILS

Contact Name	Contact Phone
Contact email	

The Retailer requests and authorises **hummm** to direct credit payments owed to the Retailer (User ID No. 658180), or debit amounts the Retailer owes to **hummm** (User ID No. 658181), from the Account identified below, subject to the terms of this Retailer Agreement.

Account details for direct credit and direct debit

Name on Account	Bank & Branch
BSB No.	Account Number

This Agreement is executed as an agreement and comes into effect on the date the Retailer signs this Agreement.

- By signing this Agreement, you acknowledge and confirm that:
- you have read, understood, and agree to be bound by this Agreement, including the DDR Service Agreement in the Operating Procedures; and
 - all information provided by you to **hummm** when this Agreement comes into effect is true and correct in all material respects.

Your acceptance of this Agreement

Signed by Authorised Representative of the Retailer

Authorised Representative
signature

Retailer name

Date

hummm's acceptance of this Agreement

Signed on behalf of Once Credit Pty Limited by:

Signature

Name

DD/MM/YYYY

Date

- In this Agreement:
- (a) if something is to be done on a day which is not a Business Day, then it must be done on the next Business Day;
 - (b) this Agreement, or any part of it, means that agreement as amended, altered, novated or replaced;
 - (c) a Party includes the Party's executors, administrators, successors and permitted assigns;
 - (d) a statute or regulation includes that statute, regulation as amended, replaced or re-enacted;
 - (e) agreements, warranties, representations or obligations binding or benefiting multiple persons operate jointly and severally; and
 - (f) headings are for convenience and do not affect the interpretation of, or form part of, this Agreement

Retailer General Terms

1. Appointment

- 1.1 You are appointed to introduce Customers to us for the Product and to distribute the Product on the terms of this Agreement. You accept that appointment.
- 1.2 You are also appointed to act as our limited agent to carry out specific customer identification activities. As our limited agent, you must:
 - (a) carry out the collection of customer information and any other procedure as required under our Operating Procedures or as otherwise directed by us;
 - (b) report unusual or suspicious matters to us; and
 - (c) take any other action we reasonably require for the purpose of complying with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth).

2. What you must do and must not do

- 2.1 You must comply with:
 - (a) Relevant Laws;
 - (b) our training requirements for you and your staff who assist Customers in making Applications;
 - (c) the document entitled "Operating Procedures" provided to you by **hummm**, as amended from time to time;
 - (d) any advertising guidelines or other guidance as to advertising the Product or **hummm** as provided to you or published by **hummm** from time to time and notified to you accordingly (which you must comply with as soon as practicable); and
 - (e) our requests for information, documents and access (including access to premises) reasonably requested to monitor your compliance with this Agreement.
- 2.2 **hummm** may change the Operating Procedures by giving you written notice. **hummm** will give you at least 30 days' notice of any such changes. However, **hummm** may not give prior notice where **hummm** reasonably believes the change is reasonably necessary to prevent or reduce the risk of a breach of law or customer harm.
- 2.3 If **hummm** changes the Operating Procedures in accordance with clause 2.2 and gives at least 30 days' notice, and you are not content with that change, you may terminate the Agreement by giving **hummm** written notice at least 10 days before the change takes effect.

3. Target market & reporting requirements

- 3.1 You must be familiar with the "**Target Market Determination**" for the Product, which is publicly available on the hummm website.
- 3.2 If you receive a complaint by or on behalf of a Customer which relates to the Product or **hummm** more generally (**Relevant Complaints**), you must

direct the Relevant Complaint directly to **hummm's** customer service. If, however, you are given any details of the Relevant Complaint directly, you must report those details to **hummm** as soon as practicable and within 5 Business Days of receiving the Relevant Complaint.

- 3.3 Every 6 months, you must report to **hummm** on the number (if any) of Relevant Complaints which you have received but not directed to **hummm's** customer service, the channel through which each complaint was received, and any general feedback relating to the Product.
- 3.4 Where you identify a significant dealing in the Product that is not consistent with its Target Market Determination, you must as soon as practicable and in any case within 10 Business Days of becoming aware, provide to **hummm** the date or date range of the significant dealing(s) and a description of the significant dealing.

4. Representations and warranties

- 4.1 You represent and warrant, for each Purchase or Application, that:
 - (a) you do not know of, or have reason to suspect, fraud or suspicious activity relating to the Purchase, and neither you nor your employees or agents have concealed or otherwise failed to disclose to **hummm** information which is contrary to information or documentation provided to **hummm**;
 - (b) the Purchase represents a bona fide sale by you in the ordinary course of your business, and only goods and/or services sold by you are the subject of the Purchase;
 - (c) you have delivered and/or will promptly dispatch the goods and/or services in respect of the Purchase, and the Customer has clear title to those goods free of all encumbrances, liens and claims;
 - (d) goods and/or services comprising a Purchase are of acceptable and no less than merchantable quality, and fit for any particular purpose made known to you, your agents or employees;
 - (e) you have not done, and will not do, anything to prevent amounts owing under the Product from being valid and enforceable against the Customer;
 - (f) you are supplying the goods or services the subject of the Purchase as principal and are not acting as the agent of a third party;
 - (g) you have not represented to any person that you are our agent (except for the limited set out in clause 1.2);
 - (h) you are the supplier of the goods and/or services the subject of the Purchase, or the person engaging in Credit Activities is doing so primarily on the premises of the supplier of the goods and/or services the subject of the Purchase;
 - (i) you have not supplied the goods and/or services

the subject of the Purchase as a result of unsolicited contact with the Customer;

- (j) you are acting on **hummm's** behalf for a Loan Contract or engaging in credit services in relation to a Loan Contract;
 - (k) any credit provided to a Customer by **hummm** in connection with a Purchase will be wholly or predominantly used to pay for goods and/or services supplied by you; and
 - (l) you are not aware of any circumstance which has not been disclosed to us and which you ought reasonably to have known or suspected would be relevant to our decision as to whether or not to accept an Application.
- 4.2 You represent and warrant that you can engage in Credit Activities in compliance with the Point of Sale Exemption and that you do not hold an Australian Credit Licence and are not a credit representative of another credit licensee.
- 4.3 You represent that, as at the date of this Agreement, you are not aware of having engaged in any conduct that would constitute an offence under any Modern Slavery Laws.

5. Fees, payments and settlement

- 5.1 You must pay **hummm** the Merchant Service Fee for each Purchase.
- 5.2 **hummm** may in its discretion (acting reasonably):
- (a) deduct the applicable Merchant Service Fee from the Balance Owing payable by **hummm** to you for each Purchase; or
 - (b) debit the applicable Merchant Service Fee from your Account.
- 5.3 You authorise **hummm** to debit your Account for any amount payable by you under this Agreement in accordance with the DDR Service Agreement.
- 5.4 Subject to clauses 5.5, 5.6, 6 and 7 and the Operating Procedures, for each Purchase **hummm** will instruct payment to be made to your Account of the Balance Owing less **hummm's** Fees (if applicable) on the next Business Day.
- 5.5 **hummm** can set off all amounts owed by you to **hummm** under this Agreement against amounts **hummm** owes you under this Agreement.
- 5.6 **hummm** may delay, block or refuse to make a payment or process a Purchase, or cease to provide you the ability to offer the Product, if **hummm** reasonably believes that failing to do so may breach a Relevant Law.

6. Returns, refunds and cancellations

- 6.1 You agree to notify **hummm** immediately of any cancellation of service, returned goods and details of any refunds in respect of a Customer.
- 6.2 If you accept a return of Goods from a Customer or agree to provide the Customer a full or partial refund, any amount payable in relation to the refund is owed by you to **hummm**.

- 6.3 If you process a refund under clause 6.2, **hummm** will do one of the following at its discretion:

- (a) reduce the amount the Customer owes **hummm**;
- (b) refund the Customer in full or partially any amounts already paid to **hummm**; or
- (c) do both.

- 6.4 You owe **hummm** any amount payable under clause 6.2 which has not been paid in accordance with that clause.
- 6.5 You must comply with all laws relating to, and not just limited to, cooling off periods, refund policies and applicable codes of practice.
- 6.6 You agree that **hummm** will make adjustments to amounts payable under this Agreement when there are Customer refunds or cancellations.

7. Rejecting Purchases and withholding payment

- 7.1 You acknowledge and agree that **hummm** will determine, in its sole discretion, whether to accept or reject any Purchase or any Application submitted to **hummm**.
- 7.2 Without limiting clause 7.1, **hummm** may, acting reasonably, reject a Purchase or Application if:
- (a) any representations and warranties made by you prove to be false or inaccurate;
 - (b) the Customer does not exist, or disputes liability under the Loan Contract or the Purchase on reasonable grounds;
 - (c) you did not comply with any provision in relation to the Purchase; or
 - (d) we reasonably regard it as reasonably necessary to protect us or you against material loss or harm.
- 7.3 In the event that:
- (a) **hummm** determines, acting reasonably, that you or your industry is subject to an elevated transactional risk level (including a high number of refunded transactions); or
 - (b) **hummm** considers there is a reasonable risk of fraud in relation to a Purchase(s),

hummm may choose to withhold the Balance Owing to you for those Purchases for a period not exceeding 30 days. In the event that this occurs, subject always to clause 7.5, **hummm** holds the relevant Balance Owing on your behalf.

- 7.4 We may hold in credit and net any amount owing to us from our next remittance or remittances to you or, if the next outgoing remittance or remittances are of an insufficient amount, we may invoice you for the balance.

8. Limitation of liability

Neither party is liable to the other party in respect of a Claim

- (a) for special loss or damage, indirect loss or damage, or consequential loss; or
- (b) to the extent that the Claim could only have been avoided by that party breaching its obligations at law or under this Agreement.

9. Indemnities

9.1 You indemnify **hummm** and keep **hummm** indemnified against all actions, suits, claims, demands, loss, damage, liabilities, costs, charges, taxes and expenses reasonably incurred by **hummm** of whatever kind or nature suffered or reasonably incurred (by **hummm** directly) arising from or in respect of:

- (a) any material failure (as determined by **hummm**, acting reasonably) by you to observe your obligations under this Agreement;
- (b) any representation or warranty given by you in relation to this Agreement which is materially untrue or misleading;
- (c) any false representation, warranty or statement made by you or your Personnel to a Customer in relation to the Product, but only to the extent you knew or ought to have known it was untrue or misleading;
- (d) any dishonest, fraudulent or reckless conduct or wilful misconduct or gross negligence by you or your Personnel in respect of any Application, Purchase, or your obligations under this Agreement;
- (e) any breach of any Relevant Law by you relating to an Application, a Product, or this Agreement;
- (f) any breach of the sale contract or non-delivery of goods or non-provision of services to a Customer as a result of a statement, act or omission by you or your Personnel; and
- (g) any legal proceedings being brought against you or **hummm** arising from the matters at (a) to (f) above.

9.2 The indemnities under this clause 9 and elsewhere in this Agreement:

- (a) do not extend to loss (including loss of bargain or profit), damage, liabilities, costs, taxes, duties, charges and expenses suffered or incurred as a result of mistake, error, fraud, negligence or wilful misconduct by **hummm**, its agents or employees;
- (b) are in addition to statutory indemnities in favour of us; and
- (c) are continuing obligations, independent of your other obligations under this Agreement, and continue in full force and effect following termination of this Agreement.

10. Suspension of Agreement

10.1 **hummm** may suspend this Agreement at any time without notice if **hummm** considers it reasonably necessary to avoid loss to you or **hummm**, to comply with a regulatory or legal requirement, or to protect the integrity of its systems, including if **hummm** suspects fraudulent activity.

10.2 If **hummm** suspends this Agreement:

- (a) **hummm** will notify you as soon as reasonably practicable;
- (b) all your rights under this Agreement will be suspended; and
- (c) **hummm** may subsequently reinstate or terminate this Agreement.

11. Term and Termination of Agreement

11.1 This Agreement continues until terminated in accordance with this clause 11.

11.2 **hummm** may terminate this Agreement by giving you 7 days written notice if:

- (a) you fail to pay **hummm** an amount within 2 Business Days of the due date and, you do not rectify the failure to pay within 5 Business Days of written notice requiring you to rectify the breach;
- (b) you breach any material term of this Agreement and, if such breach is capable of rectification, you do not rectify the breach within 5 Business Days of written notice requiring you to rectify the breach;
- (c) information provided to **hummm** by you in relation to this Agreement is not true and/or correct or a representation, warranty or statement made by you in connection with this Agreement is untrue or misleading (by omission or otherwise) and **hummm** reasonably considers it materially increases its legal or operational risks; or
- (d) there is a change in your business, assets or financial condition, or a material change in the persons who comprise, own or control the management of you, that **hummm** reasonably considers materially increases its credit, reputational, legal or operational risks or adversely affects its ability to enforce its rights under this Agreement.

11.3 Either Party may terminate this Agreement:

- (a) immediately by written notice to the other Party if an Insolvency Event occurs or it becomes unlawful to maintain the Agreement; or
- (b) at any time with 30 days written notice.

11.4 Termination does not affect any right or obligation which arose before termination, or in respect of a Purchase or transaction processed by **hummm** after termination.

11.5 On termination, you must comply with **hummm's** reasonable directions in relation to all materials provided by **hummm**.

12. Assignment

12.1 **hummm** may assign, novate or otherwise deal with its rights and/or obligations under this Agreement without your consent.

12.2 You must not assign, novate or otherwise deal with your rights and/or obligations under this Agreement without **hummm's** prior written consent, which will not be unreasonably withheld. Such consent may require you to satisfy conditions required by **hummm**.

13. Confidentiality

13.1 The Parties may from time to time provide each other with, or may gain access to, Confidential Information and the Parties agree to keep and treat as confidential the Confidential Information disclosed by the other Party.

13.2 The Parties must treat the other Party's Confidential Information as proprietary and not use, disclose or permit the disclosure of Confidential Information without the other Party's prior written consent. The Parties must only use or disclose Confidential Information to their Personnel to the extent necessary to satisfy their obligations under this Agreement.

13.3 On termination, the Parties must follow each other's reasonable instructions relating to the other Party's Confidential Information.

14. Intellectual Property

14.1 Nothing in this Agreement affects a Party's intellectual property rights that exist at any time.

14.2 All intellectual property rights in and relating to our systems, processes, and services, will always be owned by us.

15. Privacy

15.1 **hummm** may require access to data, including Personal Information, held by you. You must provide access to the data if reasonably requested by **hummm**.

15.2 **hummm** collects, uses, discloses, holds and manages Personal Information provided to **hummm** in accordance with **hummm's** Privacy Policy, which is available at <https://www.hummloan.com/privacy-policy/> or on request.

16. GST

16.1 If GST is payable by a supplier (or by the representative member for a GST group of which the supplier is a member) on any supply made under or in relation to this Agreement, the recipient must pay to the supplier an amount equal to the GST payable on the supply. That amount is payable by the recipient in addition to and at the same time as the net consideration for the supply.

16.2 If a Party is required to make any payment or reimbursement, that payment or reimbursement must be reduced by the amount of any input tax credits or reduced input tax credits to which the other Party (or the representative member for a GST group of which it is a member) is entitled for any acquisition relating to that payment or reimbursement.

16.3 This clause 16 is subject to any other specific agreement regarding the payment of GST on supplies.

16.4 The recipient of a taxable supply may issue tax invoices in respect of supplies. The supplier will not issue tax invoices in respect of supplies.

16.5 The supplier acknowledges that it is registered for GST when it enters into this Agreement and that it will notify the recipient if it ceases to be registered.

16.6 The recipient acknowledges that it is registered for GST when it enters into this Agreement and that it will notify the supplier if it ceases to be registered.

16.7 The recipient must not issue a document that would otherwise be a recipient created tax invoice on or after the date when either the supplier or the recipient has failed to comply with any of the

requirements of the determination.

17. Miscellaneous

17.1 This Agreement is governed by the laws of New South Wales, Australia.

17.2 A provision in this Agreement, or a right created under it, may be waived by **hummm** at its absolute discretion. No failure or delay to exercise operates as a waiver unless in writing.

17.3 If you are not appointed **hummm's** limited agent to obtain customer identity information, you must not act as, or represent yourself to be, **hummm's** agent. You have no authority to make any agreement, representation or promise, or to give any warranty or to agree to any condition, on **hummm's** behalf. You will refer the Customer to **hummm** to satisfy the Customer's enquiries in respect of their obligations.

17.4 You must not make any public announcements regarding your relationship with **hummm** without **hummm's** prior written consent, which will not be unreasonably withheld.

17.5 If a provision of this Agreement is invalid, it will have no force or effect and will be severed from this Agreement without affecting the remaining provisions and operation of this Agreement.

17.6 **hummm** may vary or amend this Agreement by giving 30 days' written notice. If you are not satisfied with any change, you can terminate this Agreement at any time before the change takes effect by providing 5 days prior written notice to **hummm**.

17.7 If you enter into this Agreement as a trustee of a trust, you:

- (a) represent and warrant that you enter into this Agreement for a proper purpose of the trust;
- (b) have power and authority under the trust to enter into and perform your obligations under this Agreement;
- (c) have the right to be indemnified fully out of the trust property before the trust's beneficiaries for all liabilities you incur under or in connection with this Agreement; and
- (d) must not without **hummm's** prior written consent (which will not be unreasonably withheld) retire as trustee, be replaced as trustee, or re-settle the trust.

17.8 You must provide immediate written notice to **hummm** if any of the events in clause 17.7(d) occur.

18. Definitions

Unless the context otherwise requires, terms in this Agreement are defined as follows:

Account means the account specified in the DDR Authority (or as updated in accordance with the DDR Service Agreement) to which amounts payable by you and to you will be debited or credited by **hummm**.

Agreement means this document between **hummm** and you which is comprised of:

- (a) the Schedule;

- (b) the Retailer General Terms; and
- (c) the Retailer Additional Terms (if any), as amended from time to time.

Application means the process by which a person, being a customer of you, applies for a Product or seeks an advance of credit under a Product.

Australian Credit Licence means an Australian credit licence as defined in the NCCP Act.

Balance Owing means, in respect of a Purchase, the Purchase Price less any payments already made

Business Day means a day other than a Saturday, Sunday or public holiday in New South Wales Australia.

Claim means any claim, demand, legal proceeding or cause of action, relating to this Agreement or the transactions contemplated by it.

Confidential Information means information the disclosing party makes available to the receiving party, their employees or advisers in connection with this Agreement other than Excluded Information, including technical information with respect to the disclosing party's operations, financial data and projects, business plans and/or intellectual property which has been or will be identified by the disclosing party as proprietary or confidential.

Credit Activities means a relevant "credit activity" as defined in section 6 of the NCCP Act.

Customer means a person who purchases, or proposes to purchase, goods and/or services from you financed under a Loan Contract.

DDR Service Agreement means the "DDR Service Agreement" set out in the Operating Procedure

DDR Authority means the Direct Debit Request Authority given by you.

Excluded Information means information that is in or comes into the public domain otherwise than as a result of a breach of this Agreement or other obligation of confidence or information that was within a Party's possession prior to being furnished to the other Party.

Fees means the Merchant Service Fee and other fees payable to humm.

GST has the meaning given by the *A New Tax System (Goods & Services Tax) Act 1999* (Cth).

Insolvency Event means where a Party enters into, or takes steps to enter into, liquidation, provisional liquidation, official management, receivership, receivership and management, administration, bankruptcy or enter into an arrangement, reconstruction or composition with the Party's creditors, or a Party fails to pay their debts as they fall due or otherwise become insolvent, or anything analogous or having a substantially similar effect to any of the above events happens in respect of a Party under the law of any applicable jurisdiction.

Loan means each advance of credit provided by humm for a Purchase under a Loan Contract.

Loan Contract means the contract between humm and the Customer in relation to the Product.

Loan Schedule means the "Loan Schedule" forming part of the Loan Contract with the Customer. A separate Loan Schedule is required for each Purchase.

Merchant Service Fee means the Merchant Service Fee that is payable by you to humm for each Purchase (as advised to you by humm from time to time).

Modern Slavery Laws means:

- (a) Division 270 and 271 of the *Criminal Code Act 1995* (Cth); and
- (b) any applicable law that prohibits use of child labour, forced or coerced labour, trafficking people, slavery or similar practices including "modern slavery" under the *Modern Slavery Act 2018* (Cth).

NCCP Act means the *National Consumer Credit Protection Act 2009* (Cth) and all regulations made under it, including the *National Consumer Credit Protection Regulations 2010* (Cth).

Operating Procedures means documents titled "Operating Procedures" together with other written directions in relation to the humm Service, issued to you by humm from time to time in accordance with this Agreement.

Party means either humm or you, together the Parties.

Personal Information has the meaning given by the *Privacy Act 1988* (Cth).

Personnel means a Party's officers, employees, agents, franchisees, contractors or other representatives.

Point of Sale Exemption means the exemption set out in regulation 23 of the *National Consumer Credit Protection Regulations 2010* (Cth).

Product means the term loan product provided by humm (and known as "humm") to your Customers to enable a Purchase from you.

Purchase means the application by a Customer to purchase goods and/or services from you which are wholly or partly financed under a Loan Contract.

Purchase Price means the total price of the goods and/or services supplied by you to the Customer.

Relevant Law means any relevant law, regulation, code, ordinance, rule or other legislative instrument, or guideline issued by a regulator or statutory authority, or relevant industry codes, including but not limited to the *Australian Securities and Investments Commission Act 2001* (Cth), the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth), the *Competition and Consumer Act 2010* (Cth), the NCCP Act, and the *Privacy Act 1988* (Cth), which apply to the operation of this Agreement and the transactions contemplated by it.

Retailer Additional Terms means, if any, the document entitled "Retailer Additional Terms".

Operating Procedures

Current as at 4 April 2025

1. Processing and submitting Applications via the Merchant Portal

- 1.1 You must confirm with the Customer, that all Customer information provided and/or displayed on the Loan Schedule is correct prior to them entering into their Loan Contract.
- 1.2 You must ensure that Customers' Loan Contract is within the maximum terms and limits, as contained in the Retailer Agreement.
- 1.3 You must not release the goods and/or services to the Customer until the Customer's Loan Contract has been approved and executed by the Customer.
- 1.4 The Customer must confirm to you that they have received and read a copy of their Loan Contract (including the Loan Schedule, General Terms and Conditions and any other documentation) prior to them executing their Loan Schedule.

2. e-Commerce Purchases via online platform integration

- 2.1 You will be provided with a unique API Key which enables transactions to be initiated from your website or ecommerce facility. It is your responsibility to secure the API Key and the environment in which it is used. You must use best endeavours to ensure that your website/facility is secure and access to the API Key is restricted to authorised parties only. **hummm** will never request that you disclose your API Key. You must immediately notify **hummm** if the API Key is or you suspect it has been accessed by an unauthorised party.

3. Managing Progress Draws

- 3.1 This section 3 applies where a Customer's Loan Contract has a Progress Draw feature.
- 3.2 You may request a Progress Draw via the Merchant Portal in relation to a Purchase.
- 3.3 You must not request a Progress Draw on behalf of a Customer in relation to a Purchase unless and until:
 - (a) you have delivered the relevant stage or quantity of the goods and services subject to the Purchase for which the relevant part of the Purchase Price is owed to you by the Customer; or
 - (b) you have the written agreement of the Customer that the relevant part of the Purchase Price is owing and that the Progress Draw should be requested.
- 3.4 Once you have requested a Progress Draw, you must not:
 - (a) do anything that would coerce or otherwise apply pressure to the Customer to approve the Progress Draw; and
 - (b) not do anything to harass or intimidate the

Customer.

- 3.5 Through the Merchant Portal you may advise **hummm** that the relevant Purchase Price in connection with a Purchase should be reduced and that the amount available under the Customer's Loan Contract can be lowered. If you make such a request, you are taken to confirm that:
 - (a) the Purchase Price will not later increase for any reason; and
 - (b) you have advised the Customer of your intention to contact **hummm** via the Merchant Portal.

4. DDR Service Agreement

- 4.1 **hummm** (User ID No. 658181) undertakes to periodically debit the Account for the agreed payment amount in accordance with your instructions set out in the DDR Authority or as varied. The payment will be debited from the Account on the payment due date through BECS or, if unavailable, as otherwise authorised by you. If the payment due date falls on a day that is not a Business Day, the payment will be submitted for processing but processed via BECS on the next Business Day. If you are unsure of the date a payment will be debited, please contact us.
- 4.2 If your debit is returned or dishonoured by your financial institution, the Account will be subject to a dishonour fee and you authorise us to redirect the debit within 10 Business Days.
- 4.3 We may change this DDR Service Agreement at any time to:
 - (a) change the payment date, acting reasonably, to endeavour to ensure payment obligations are met or to reflect operational efficiencies;
 - (b) make any other changes which is reasonably necessary to protect our legitimate interests.

We will give you at least 14 days' notice of any such change. If you would like to make changes to the DDR Authority, please contact us or your financial institution.

- 4.4 Changes you may request include altering the timing or stopping any debit or suspending or cancelling the DDR Authority. However, if you make changes to the DDR Authority without our written consent, that may be a circumstance in which we are entitled to suspend this Agreement in accordance with clause 10 of this Agreement.
- 4.5 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.
- 4.6 You authorise us to provide to our financial institution:
 - (a) information necessary to debit your Account; and
 - (b) information in connection with a claim made relating to an alleged incorrect debit.

Please refer to our Privacy Policy for further information regarding our collection, use and disclosure of personal information.

- 4.7 If you believe that an incorrect debit has occurred, please contact us or your financial institution. You will receive a refund of the debited amount if we cannot substantiate the reason for the debit.
- 4.8 You must ensure that:
- (a) you have completed the correct details on the DDR Authority (your Account details should be checked against a recent statement from your financial institution. If you are in any doubt, please contact your financial institution);
 - (b) your Account can accept direct debits (you should check this with your financial institution before you sign this Agreement);
 - (c) on the debit date there are sufficient cleared funds in the Account; and
 - (a) you advise us if the Account is closed.

5. Definitions

- 5.1 In these Operating Procedures, the following capitalised terms have the following meanings:
- (a) **BECS** means the Bulk Electronic Clearing System;
 - (b) **Merchant Portal** means the merchant portal by which you manage matters relating to the Product, including the submission of Applications; and
 - (c) **Progress Draw** means a feature of a Customer's Loan Contract that allows them to access their Loan through multiple advances of credit up to an amount equal to their Loan.