

National Dental Plan - Dentist Agreement



hummm BNPL Pty Ltd ABN 28 129 228 986 (hummm)
Level 7, 55 Currie Street, Adelaide SA 5000, Australia

This **National Dental Plan - Dentist Agreement** consists of:

- the **National Dental Plan – Dentist Agreement Schedule**;
- the **National Dental Plan – Dentist Agreement Terms and Conditions**; and
- the **hummm Dentist Additional Terms**, (together, this Agreement).

National Dental Plan – Dentist Agreement Schedule

Please select one of the following; Dental4Windows User Other

Subscriber Number				AHPRA Number		
RETAILER DETAILS						
Legal Name						
Trading Name						
ACN & ABN						
Contact Name				Contact Email		
Business Phone				Contact Phone		
Address						
Goods and/or Services	Dentistry	ANZSIC Code	E150			
If you are a trustee of a trust	Name of Trust					
	Trust ABN					
If you are a Partnership	Name of Partnership					
	Partnership ABN					
CREDIT CARD SURCHARGE (ON BALANCE OWING)						
MasterCard + VISA	0.0%					
AMEX	0.0%					
DENTIST SERVICE FEE						
Waived						
JOINING FEE						
Waived						

PRODUCT SELECTION AND RATE TABLE

Product Type	Big Things			
Premium Advance	N/A			
No.	Full Term	Max Limit	Min Deposit	Rate
1 Big Things	3 months	\$1,000	0%	4.20%
2 Big Things	6 months	\$2,000	0%	4.45%
3 Big Things	12 months	\$3,000	0%	5.05%
4 Big Things	18 months	\$6,000	0%	9.25%
5 Big Things	24 months	\$12,000	0%	9.75%
6 Big Things	30 months	\$15,000	20%	12.25%
7 Big Things	36 months	\$20,000	20%	15.50%

DIRECT DEBIT REQUEST AUTHORITY

You request and authorise **hummm** (User ID No. 125202) to direct credit payments owed to you, or debit amounts you owe to **hummm**, from the Account identified below, subject to the terms of this **National Dental Plan - Dentist Agreement**.

Name on Account		Bank & Branch	
BSB No.		Account Number	

This Agreement is executed as an agreement and comes into effect on the earlier of:

- the date **Dentist** signs this Agreement; or
- the date **hummm** first provides the Payment Plan Product to Customers.

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;
- you are entitled to negotiate the terms of this Agreement; 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 Dentist

Dentist signature Dentist name Date

hummm's acceptance

Signed on behalf of hummm BNPL Pty Ltd by:

Signature Name Date

In this Agreement:

- 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;
- this Agreement, or any part of it, means that agreement as amended, altered, novated or replaced;
- the singular includes the plural and the plural includes the singular;
- a person includes an individual, a body corporate and a government entity;
- a Party includes the Party's executors, administrators, successors and permitted assigns;
- a statute or regulation includes that statute, regulation as amended, replaced or re-enacted;
- monetary amounts are Australian dollars, unless otherwise stated;
- where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- agreements, warranties, representations or obligations binding or benefiting multiple persons operate jointly and severally; and
- headings are for convenience and do not affect the interpretation of, or form part of, this Agreement.

NATIONAL DENTAL PLAN – DENTIST AGREEMENT TERMS AND CONDITIONS

1. What humm will do

humm will make available and support the Payment Plan Product by providing ongoing training, documentation and Customer service support.

2. What you must do and must not do

2.1 You must not:

- (a) set or charge a Purchase Price for goods and/or services using a Payment Plan Product that is higher than the price that would be, or is charged, if another payment method was used;
- (b) give or offer a discount or rebate because a Customer does not use the Payment Plan Product to pay for goods and/or services; and
- (c) charge fees for using a Payment Plan Product to pay for goods and/or services;

2.2 You must comply with:

- (a) Relevant Laws;
- (b) the documents titled “Advertising Guidelines” and “Operating Procedures” issued by **humm** from time to time; and
- (c) provide **humm** with information, documents and access (including access to premises) reasonably requested to monitor your compliance with this Agreement.

3. Representations and warranties

You represent and warrant, for each transaction where a Customer seeks to use the Payment Plan Product, 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 **humm** information which is contrary to information or documentation provided to **humm**;
- (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 quality, and fit for any particular purpose made known to you, your agents or employees; and
- (e) you have not done, and will not do, anything to prevent amounts owing under the Payment Plan Product from being valid and enforceable against the Customer.

4. Fees, payments and settlement

4.1 You must pay **humm** the Rate for each Purchase.

4.2 You authorise **humm** to debit your Account for any amount payable by you under this Agreement in accordance with the DDR Service Agreement.

4.3 Subject to clauses 5 and 4.4 and the Operating Procedures, for each Purchase **humm** will instruct payment to be made to your Account of the Balance Owing less **humm’s** Fees on the next Business Day.

4.4 **humm** can set off all amounts owed by you to **humm** against amounts **humm** owes you.

4.5 **humm** may delay, block or refuse to make a payment or process a Purchase, or cease to provide the Payment Plan Product to you, if **humm** reasonably believes that failing to do so may breach a Relevant Law.

5. Rejecting Purchases and withholding payment

5.1 You acknowledge and agree that **humm** will determine, in its sole discretion, whether to accept or reject any Purchase submitted to **humm**.

5.2 **humm** may, acting reasonably, reject a Purchase, or withhold payment of the Balance Owing less **humm’s** Fees in respect of a Purchase (or other amount owing to you under this Agreement), 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 Payment Plan or the Purchase on reasonable grounds; or
- (c) you did not comply with any provision in relation to the Purchase.

5.3 If **humm** withholds payment, **humm** may make a New Offer. If the Customer accepts the New Offer, **humm** may pay you the Balance Owing less **humm’s** Fees immediately.

6. When humm is not liable

humm is not liable in respect of a Claim for special loss or damage, indirect loss or damage, or consequential loss:

- (a) if you do not give **humm** a Claim Notice within 20 Business Days after you first become aware of that fact, matter or circumstance;
- (b) if within 6 months after the Claim Notice is received by **humm**, you have not commenced legal proceedings against **humm** in respect of the Claim;
- (c) to the extent that you have insurance cover in respect of any fact, matter or event giving rise to that Claim;
- (d) to the extent that the Claim arises from a change in any legislation or regulation, any judicial or administrative

- interpretation of the law, or any practice, policy or view of a Regulatory Authority (whether or not retroactive);
- (e) to the extent that the liability for that Claim is a contingent liability, unless and until the liability is an actual liability and is due and payable; or
 - (f) to the extent that the Claim could only have been avoided by **hummm** breaching its obligations at law or under this Agreement.

7. Indemnities

- 7.1 You indemnify **hummm** and keep **hummm** indemnified against all actions, suits, claims, demands, loss, damage, liabilities, costs, charges, taxes and expenses of whatever kind or nature suffered or incurred (whether directly, indirectly or consequential) from or in respect of:
- (a) failure by you to observe your material obligations under this Agreement;
 - (b) a representation or warranty given by you 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 Payment Plan Product;
 - (d) a breach of any Relevant Law by you;
 - (e) any dishonest, fraudulent, wilful, reckless, unlawful or negligent act or omission by you or your Personnel in respect of the **hummm** Service;
 - (f) a 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) legal proceedings being brought against you or **hummm** arising from the matters at (a) to (f) above.
- 7.2 The indemnities under this clause 7:
- (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 the negligent or fraudulent acts or omissions, or wilful misconduct by **hummm**, its agents or employees;
 - (b) are in addition to statutory indemnities in favour of **hummm**;
 - (c) are continuing obligations, independent of your other obligations under this Agreement, and continue in full force and effect following termination of this Agreement; and
 - (d) are continuing obligations, independent of your other obligations under this Agreement, and continue in full force and effect following termination of this Agreement.

8. Suspension of Agreement

- 8.1 **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.
- 8.2 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.

9. Term and Termination of Agreement

- 9.1 This Agreement continues until terminated in accordance with this clause 9.
- 9.2 **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;
 - (b) you breach any essential provision 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) a representation, warranty or statement made by you in connection with this Agreement is materially untrue or misleading (by omission or otherwise); or
 - (d) there is, in **hummm's** reasonable opinion, a material adverse change in your business, assets or financial condition, or a material change in the persons who comprise, own or control the management of you, without **hummm's** prior written consent.
- 9.3 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.
- 9.4 Termination does not affect any right or obligation which arose before termination, or in respect of a Purchase or sales transaction processed by **hummm** after termination.
- 9.5 On termination, you must comply with **hummm's** direction in relation to all materials provided by **hummm**.

10. Assignment

- 10.1 **hummm** may assign, novate or otherwise deal with its rights and obligations under this Agreement without your consent.
- 10.2 You must not assign your interest in this Agreement, or any rights, remedies, liabilities or obligations arising under or by reason of it, without **hummm's** prior written consent, which will not be unreasonably withheld. Such consent may require you to satisfy conditions required by **hummm**.

11. Confidentiality

- 11.1 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.
- 11.2 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.
- 11.3 On termination, the Parties must follow each other's reasonable instructions relating to the other Party's Confidential Information.

12. Intellectual Property

- 12.1 Nothing in this Agreement affects a Party's intellectual property rights that exist at any time.
- 12.2 All intellectual property rights in and relating to the **hummm** Service, will be owned by **hummm** at all times.

13. Privacy

- 13.1 **hummm** may require access to data, including Personal Information, held by you. You must provide access to the data if reasonably requested.
- 13.2 **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.shophummm.com.au/privacy-policy> or on request.

14. GST

- 14.1 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.
- 14.2 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.
- 14.3 This clause 14 is subject to any other specific agreement regarding the payment of GST on supplies.
- 14.4 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.
- 14.5 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.
- 14.6 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 or if it ceases to satisfy the requirements of the determination GSTR 2000/10.
- 14.7 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.

15. Miscellaneous

- 15.1 This Agreement is governed by the laws of South Australia.
- 15.2 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.
- 15.3 **hummm** may exercise a right or remedy in any way **hummm** considers appropriate.
- 15.4 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.
- 15.5 You must not make any public announcements regarding your relationship with **hummm** without **hummm's** prior written consent.
- 15.6 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.
- 15.7 **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.
- 15.8 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) distribute any capital of the trust, retire as trustee or be replaced as trustee, re-settle the trust, amend the trust deed of the trust or otherwise vary the terms of the trust, grant a security interest over any of the assets of the trust, or breach any terms of the trust.
- 15.9 You must provide immediate written notice to **hummm** if any of the events in clauses 15.8 (a) to (d) occur.

16. Definitions

Unless the context otherwise requires, Terms 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 **National Dental Plan – Dentist Agreement Schedule**;
- (b) the **National Dental Plan – Dentist Agreement Terms and Conditions**; and
- (c) the **hummm** Dentist Additional Terms, as amended from time to time.

Application means the process by which a person applies for a Payment Plan Product or seeks an advance of credit under a Payment Plan Product.

Application Form means the forms approved by **hummm** for use in an Application (including the “Credit Schedule” and “**hummm** Terms and Conditions”) or as completed and signed by the Customer.

Balance Owing means, in respect of a Purchase, the Purchase Price less any Deposit.

BECS means the Bulk Electronic Clearing System.

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

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

Claim Notice means a notice describing in reasonable detail each fact, matter or circumstance giving rise to the Claim, stating

why that fact, matter or circumstance gives rise to a Claim, and including an estimate of the amount of the Claim.

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 Schedule means the “Credit Schedule” forming part of the Payment Plan Contract with the Customer. A separate Credit Schedule is required for each Purchase.

Customer means a person who purchases goods and/or services from you financed under a Payment Plan Contract.

Dentist Additional Terms means the document titled “**hummm** Dentist Additional Terms”.

Deposit means the minimum amount or percentage of the Purchase Price that the Customer must pay **hummm** before **hummm** accepts a Purchase. The Deposit must be paid to **hummm** and must not include rebates, or trade-ins.

DDR Authority means the “Direct Debit Request Authority” set out in the **National Dental Plan – Dentist Agreement Schedule**.

DDR Service Agreement means the “DDR Service Agreement” set out in the Operating Procedures.

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 Rate and other fees payable to **hummm**.

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

hummm Service means the transaction processing services provided to retailers (including you) by **hummm**.

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.

New Offer means a new offer for a Payment Plan Product (or a new Credit Schedule for a subsequent Payment Plan under a Payment Plan Product) issued by **hummm** to the Customer on the terms on which the Customer would have borrowed, or made an offer to borrow, from **hummm** if you had correctly transcribed all information into the Application, after **hummm** has rejected their initial Purchase.

Operating Procedures means documents titled “Operating Procedures” issued to you by **hummm** from time to time, together with other written directions **hummm** gives you in relation to the **hummm** Service.

Party means either **hummm** or you, together the Parties.

Payment Plan means each advance of credit provided by **hummm** for a Purchase under a Payment Plan Contract.

Payment Plan Contract means the contract between humm and the Customer in relation to the Payment Plan Product Terms.

Payment Plan Product means the continuing credit product provided by humm and known as “humm”. For the purpose of this Agreement please refer to the Product Selection & Rate Table.

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.

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

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

Rate means, in respect of a Purchase, the percentage rate described as “Rate” in the **National Dental Plan – Dentist Agreement Schedule** (or as advised to you by humm from time to time) for the product type with the corresponding term and minimum Deposit for that Purchase multiplied by the Balance Owing.

Regulatory Authority means any government authority, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality.

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 *Privacy Act 1988* (Cth), consumer protection and fair trading laws which apply to the operation of this Agreement and the transactions contemplated by it.

OPERATING PROCEDURES

1. Processing and submitting Applications In-Person via all Digital Methods (Big Things and Little Things)

- 1.1 You must input the Purchase Price into the seller portal.
- 1.2 For Little Things purchases, you must obtain a humm Customer barcode or barcode number to process the application. For Big Things, if a Customer is a VIP Customer, you may obtain a humm Customer VIP number and input this into the seller portal for validation. For Big Things Customers who do not have a VIP number, please continue the application by pressing next.
- 1.3 For Big Things, you must ensure that all information provided by the Customer is entered correctly.
- 1.4 You must ensure that Customers’ Payment Plans are within the maximum terms and limits, as contained in the **National Dental Plan – Dentist Agreement Schedule**.
- 1.5 For Big Things, you must obtain your minimum deposit, except where the Customer is identified as a VIP or a transaction is “Point Of Sale Integrated”. VIP recognition will be displayed to you in the seller portal after entering the Customer’s VIP number.
- 1.6 You must not release the goods and/or services to the Customer until the Customer’s Payment Plan Application is shown in the seller portal as approved.
- 1.7 You must comply with all laws relating to, and not just limited to, cooling off periods, refund policies and respective building codes and practices.
- 1.8 You agree to notify humm immediately of any cancellation of service, returned merchandise and details of any refunds or payments accepted by you from the Customer to repay any Payment Plan. If you accept payment from the Customer in relation to a Payment Plan Contract you do so on humm’s behalf.

2. Processing and submitting Applications via Online Shopping Carts (Big Things and Little Things)

- 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. Industry ‘Best Practice’ must be followed to ensure that your website/facility is secure and access to the API Key is restricted to authorised parties only. humm will never request that you disclose your API Key. You must immediately notify humm if the API Key is or you suspect it has been accessed by an unauthorised party.
- 2.2 You must comply with all laws relating to, and not just limited to, cooling off periods, refund policies and applicable codes of practice.
- 2.3 You agree to notify humm immediately of any cancellation of service, returned merchandise and details of any refunds or payments accepted by you from the Customer to repay any Payment Plan. If you accept payment from the Customer in relation to a Payment Plan Contract you do so on humm’s behalf.
- 2.4 You agree that humm will make adjustments to amounts payable under this Agreement when there are Customer refunds or cancellations.

3. DDR Service Agreement

- 3.1 humm (User ID No. 125202) 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 from time to time. 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 processed on the next Business Day. If you are unsure of the date a payment will be debited please contact

us.

- 3.2 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.
- 3.3 We may vary the terms of this DDR Authority or DDR Service Agreement at any time by giving you at least 14 days' notice. If you would like to make changes to the DDR Authority, please contact us or your financial institution.
- 3.4 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, we may suspend this Agreement in accordance with clause 8 of this Agreement.
- 3.5 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.
- 3.6 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.
- 3.7 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.
- 3.8 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
 - (d) you advise us if the Account is closed.

HUMM DENTIST ADDITIONAL TERMS

These are the **hummm** Dentist Additional Terms which are incorporated into the ***National Dental Plan - Dentist Agreement***.

Capitalised terms not defined in these **hummm** Dentist Additional Terms have the meaning defined in the ***National Dental Plan – Dentist Agreement Terms and Conditions***.

The following additional definitions apply.

Dental Procedures means dental, medical and surgical procedures.

Regulatory Authority includes the Dental Board of Australia.

1. Additional warranties

You warrant in favour of hummm that you and your Personnel:

- (a) satisfy, and will continue to satisfy, the legal and regulatory requirements contained in the Relevant Laws for each state and territory where you provide goods and/or services relating to Dental Procedures; and
- (b) hold, and will continue to hold, all relevant registrations, licences and accreditations issued by the relevant Regulatory Authorities and required under the Relevant Laws in relation to providing Dental Procedures in the states and territories where you provide Dental Procedures.

2. Additional things you must do

You must:

- (a) ensure that Customers have been provided with all relevant information in respect of the Dental Procedures prescribed by the Relevant Laws or by any Regulatory Authority;
- (b) ensure that You, your employees and contractors hold all registrations, licences and accreditations prescribed by the Relevant Laws or by any Regulatory Authority in respect of providing Dental Procedures; and
- (c) provide to hummm, within 5 Business Days, copies of any additional information or documents relevant to the provision of the Dental Procedures reasonably requested by **hummm**.

3. Additional indemnity

You indemnify **hummm** and keep hummm indemnified for any loss or damage suffered by hummm arising from any breach by you or your Personnel of the warranties, obligations and agreements contained in these **hummm** Dentist Additional Terms.

4. AML/CTF limited agency

5.1 You are appointed **hummm's** limited agent for hummm's customer identification purposes required under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)*.

5.2 As **hummm's** limited agent you must:

- (a) use your best endeavours to properly identify each Customer; and
- (b) follow any procedures specified by **hummm**.

5. Credit card surcharge

If a Customer pays any amount to **hummm** by credit card in respect of a Payment Plan originating from a **hummm** Big Things transaction, you must pay to **hummm** the credit card surcharge as specified in the ***National Dental Plan – Dentist Agreement Schedule*** (if any).

SCHEDULE 1 – PRACTICE LOCATIONS

Practice 1

Merchant Number (Office Use Only):	TBC
Practice Name:	TBC
Address:	TBC
Suburb/State/Postcode:	TBC
Phone:	TBC
Email:	TBC
Contact Name:	TBC
Contact Person:	TBC

Practice 2

Merchant Number (Office Use Only):	TBC
Practice Name:	TBC
Address:	TBC
Suburb/State/Postcode:	TBC
Phone:	TBC
Email:	TBC
Contact Name:	TBC
Contact Person:	TBC

...

[Insert additional practice location details as required]

You must notify **hummm** in writing, within 5 Business Days, of any changes to the list of your Practice Locations above.