



# numobile – Website Terms of Use

Current as at 31 December 2019

## nu mobile Website Terms of Use

Thank you for visiting our website. This website is owned and operated by nu mobile Pty Limited ACN 162 159935. By accessing and/or using this website and related services, you agree to these Website Terms of Use, which include our Privacy Policy (available [here](#)) (“Terms”). You should review our Privacy Policy and these Terms carefully and immediately cease using our website if you do not agree to these Terms.

In these Terms, 'us', 'we' and 'our' means nu mobile Pty Limited ACN 162 159 935 and our related bodies corporate.

### 1 Registration

You must be a registered member to make certain orders (such as for mobile services or purchase of mobile devices under an instalment plan) and access certain features of our website.

You do not need to be a registered member to purchase a mobile device outright through our online shop.

If you register and activate your account or order products, you will provide us with personal information (such as your name, email address, telephone number and your nominated credit card information). You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy (available [here](#)).

When you register and activate your account, you will nominate a user name and password. You are responsible for keeping this user name and password secure and are responsible for all use and activity carried out under this user name.

To create an account, you must be:

- at least 18 years of age;
- possess the legal right and ability to enter into a legally binding agreement with us; and
- agree and warrant to use the website in accordance with these Terms.

For promotional purposes, we may display the usernames of the last few orders received. For example "John Smith just bought...". When registering and activating your account, we strongly recommend using a username rather than your full name if you do not want others to know what products you have ordered.

### 2 Collection Notice

We collect personal information about you for various reasons, including in order to:

- respond to your enquiries;
- process your registration;
- provide you with our products and services; and
- for other purposes as set out in our Privacy Policy (available [here](#)).

We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all of our services to you. We may also disclose your personal information to recipients that are located in various countries outside of Australia (for more information, please see our Privacy Policy (available [here](#)).

Our Privacy Policy explains how:

- we store and use, and how you may access and correct your personal information;
- you can lodge a complaint regarding the handling of your personal information; and
- we will handle any complaint.

If you would like any further information about our Privacy Policy or practices, please contact us (contact details are available [here](#)).

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

### 3 Accuracy, completeness and timeliness of information

The information on our website is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on our website, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on this website. You should monitor any changes to the information contained on this website.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time and without notice, change or add to the website (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if errors occur in the information on the website or if that information is not up-to-date.

### 4 Promotions and competitions

For certain campaigns, promotions or contests, additional terms and conditions may apply. If you want to participate in such a campaign, promotion or contest, you need to agree to the relevant terms and conditions applicable to that campaign, promotion or contest.

In case of any inconsistency between such terms and conditions and these Terms, those terms and conditions will prevail.

### 5 Purchases

In Australia, our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in these terms and conditions purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Competition and Consumer Act and other laws. Any and all other warranties or conditions which are not guaranteed by the Australian Consumer Law or the Competition and Consumer Regulation 2010 are expressly excluded where permitted, including liability for incidental or consequential damages caused by breach of any express or implied warranty or condition.

### 6 Linked sites

Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

## 7 Intellectual property rights

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this website and in all of the material (including all text, graphics, logos, audio and software) made available on this website ("Content").

Your use of this website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this website or the Content. However we do grant you a licence to access the website and view the Content on the terms and conditions set out in these Terms (and, where applicable, as expressly authorised by us and/or our third party licensors).

Any reproduction or redistribution of this website or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited.

All other use, copying or reproduction of this website, the Content or any part of it is prohibited, except to the extent permitted by law. However, you are permitted to make one copy of each page visited in the registration process for the purpose of viewing the Content for your own personal use.

## 8 No commercial use

This website is for your personal, non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services contained within this website. You may not use this website, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website.

## 9 Unacceptable activity

You must not do any act that we would reasonably deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our website, including but not limited to:

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- using this website to defame or libel us, our employees or other individuals;
- uploading files that contain viruses that may cause damage to our property or the property of other individuals;
- posting or transmitting to this website any non-authorized material (including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security).

If we allow you to post any information to our website, we have the right to take down this information at our sole discretion and without notice.

## 10 Warranties and disclaimers

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this website or the Content, including but not limited to warranties or

representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to this website, any Content, or any feature of this website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

#### 11 Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct, indirect, incidental or consequential loss, damage or expense (irrespective of the manner in which it occurs, and whether based in contract, tort, strict liability or otherwise) which may be suffered in connection with:

- your use of our website and/or the information or materials contained on it;
- the inaccessibility of this website; and/or
- the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

#### 12 Jurisdiction and governing law

Your use of the website and these Terms are governed by the law of New South Wales, and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales.