

## 1 Mobile Service Terms

### 1.1 What are these Mobile Service Terms?

- 1.1.1 This document is referred to as the "**Mobile Service Terms**" and forms part of Your Agreement with Us where You have purchased Mobile Services from Us.
- 1.1.2 The General Terms and Conditions are a set of general terms that govern our relationship generally. These Mobile Service Terms contain more specific terms relating to Your purchase of a Mobile Service from Us.

### 1.2 Incorporation of Critical Information Summary

- 1.2.1 In respect of a Mobile Service Plan, the Critical Information Summary is incorporated in this Agreement (but only in respect of such Mobile Service Plan).

### 1.3 Inconsistency

- 1.3.1 To the extent of any inconsistency between these Mobile Service Terms and:
- (a) the General Terms and Conditions in relation to the subject matter covered in these Mobile Service Terms, these Mobile Service Terms prevail; and
  - (b) the Critical Information Summary in respect of a Mobile Service Plan, the Critical Information Summary prevails.

## 2 About the Mobile Service that We offer

### 2.1 The Mobile Service

- 2.1.1 We provide Account Holders with a SIM, linked to a Mobile Phone Number, which You may (subject to the Fair Go Policy) use to:
- (a) make unlimited national calls to standard landline and mobile numbers in Australia;
  - (b) make unlimited texts (SMS & MMS) to mobile numbers in Australia;
  - (c) access mobile data (up to the relevant prescribed limits); and
  - (d) for certain Mobile Service Plans only (as stipulated in the relevant Critical Information Summary), make unlimited international calls and texts (SMS & MMS) to selected countries.
- 2.1.2 You acknowledge that We provide the Mobile Services as a reseller of mobile telecommunications services being provided by Our principal carrier, Telstra Corporation Limited, and that We:
- (a) are not affiliated or related to that principal carrier; and
  - (b) are responsible for the provision of the Mobile Service to You.

### 2.2 Key details

- 2.2.1 The Mobile Service is offered for use only on the Network in Australia (which may be accessed using Mobile Devices that are 3G and 4G enabled).
- 2.2.2 Each Account Holder must be at least 18 years of age (however, the Account Holder may procure the Mobile Service for an End User who is less than 18 years of age).

- 2.2.3 Subject to clause 2.2.4, each Account Holder is limited to 2 Mobile Services (and 2 Corresponding Mobile Devices) at any one time.
- 2.2.4 We may (in Our absolute discretion) approve additional Mobile Services (and Corresponding Mobile Devices) upon request by an Account Holder.

### 2.3 Mobile Service

- 2.3.1 Our Mobile Service is provided month-to-month (i.e. You are not contracting for any fixed term with respect to the Mobile Service) in accordance with these Mobile Service Terms, requiring that You pay fixed amounts at monthly intervals. However, please note that if You have committed to the purchase of a Corresponding Mobile Device under an Instalment Plan, termination of Your Mobile Service (where You have not elected to return or swap Your Mobile Device under the 30-Day Swap or Return Option) may result in the acceleration of all outstanding Monthly Instalments in respect of that Corresponding Mobile Device. (For more information, please see the definition of Acceleration Trigger Event and clause 3.4 in the Mobile Device Terms).

## 3 The Network

### 3.1 Network reach

- 3.1.1 While the Network over which We provide the Mobile Service to You currently covers the vast majority of people's homes in Australia, it is not available across the entire country, and it is Your responsibility to verify the coverage area before You purchase the Mobile Services (please see clause 3.3).

### 3.2 Changes to the Network

- 3.2.1 The Network over which We provide the Mobile Services is controlled by Our wholesale carrier, Telstra Corporation Limited.
- 3.2.2 Subject to Our obligations under the Australian Consumer Law, while We are responsible for providing You with the Mobile Services, as a reseller We have no control over the Network, and by applying for the Mobile Service You acknowledge that the Network is subject to change from time to time (and that there is no guarantee that the Mobile Service will be available on an ongoing basis).
- 3.2.3 Your satisfaction is of the utmost importance to Us, so in the event that changes to the Network (which are beyond Our control) have a material adverse effect on You (or the End User, if that is not You), Our Customer Service Team will endeavour to provide any assistance it can to address those issues promptly, and where such issues cannot be addressed to Your satisfaction, We will assist in terminating Your Mobile Services (and termination in such circumstances will not constitute an Acceleration Trigger Event).

### 3.3 Coverage Maps

- 3.3.1 You may at any time (including before You submit Your Application Form to Us) check the then current coverage area of the Network by visiting the nu Website (being the **Interactive Coverage Map**, available [here](#)).
- 3.3.2 It is up to You to verify whether or not the Mobile Service and the Network is suitable for You. We recommend that You take a look at the Interactive Coverage Map before submitting Your Application Form for a Mobile Service to verify whether the Network extends to the locations in which You would ordinarily expect to use the Mobile Service.
- 3.4 No guarantee of continuous availability and exclusion of liability

- 3.4.1 As We rely on Our wholesale carrier (amongst other suppliers) to provide You with the Mobile Service, and given the technical and complex nature of mobile telecommunications networks in Australia, neither We nor Our wholesale carrier guarantees (even in areas where there would ordinarily be coverage) that:
- (a) the Mobile Service will be available continuously across the Network; or
  - (b) there will be no disruptions to Your Mobile Service (for example, due to call drop outs, congestion in Your area of the Network or outages for emergencies, upgrades or repairs).
- 3.4.2 Our wholesale carrier, on whom We rely in providing You with Your Mobile Service, does not commit to providing Us with any refunds, credits or similar compensation for any lack of continuity of service. Accordingly, except to the extent to which You are entitled under the Australian Consumer Law, and/or to the extent that such impairment is a direct result of Our fraud, negligence or wilful default under this Agreement, We exclude any liability for any impairment in the Mobile Service (and We do not promise any refunds, credits or similar compensation).

## 4 SIM Cards

### 4.1 Ordering a SIM

- 4.1.1 We currently offer a Mobile Service in conjunction with the sale of a Mobile Device. The SIM allocated to You will be delivered along with Your selected Mobile Device in the nu Welcome Pack.
- 4.1.2 We may also offer a Mobile Service on a SIM only basis without the need to purchase a corresponding Mobile Device.
- 4.1.3 The SIM is allocated to You for the term of the Mobile Service, but at all times remains the property of Us (or Our principal carrier).
- 4.1.4 You acknowledge that We provide the SIM to You on the understanding that We may request that You promptly return the SIM to Us within a reasonable period (for example, if You exercise Your Anytime Termination Right, for any technical or network related reasons or because You no longer subscribe for the Mobile Service).
- 4.1.5 By applying for the Mobile Service (and a SIM), You agree:
- (a) to use that SIM solely for the purpose of accessing that Mobile Service;
  - (b) to keep the SIM secure (including any security details associated with that SIM, including the SIM PIN which You may elect to activate to protect others from using Your SIM); and
  - (c) not to damage, impair or interfere with that SIM.

### 4.2 Activating a SIM

- 4.2.1 Your nu Welcome Pack will include a SIM allocated to the Mobile Service You have purchased. That SIM will not have been activated yet, and the Mobile Service will not have begun until the SIM has been activated in accordance with this clause 4.2.
- 4.2.2 If you chose a new number at the time of applying for a Mobile Service and successfully complete all identity verification requirements, you agree that your SIM will be activated automatically 7 days after the date the SIM card was dispatched by us. You may activate the SIM card before that time in accordance with the instructions provided.
- 4.2.3 If you chose to port an existing number at the time of applying for the Mobile Service or you have not successfully completed identity verification requirements, you must activate the SIM in accordance with the instructions provided.

- 4.2.4 The Mobile Service will only begin once Your SIM has been activated in accordance with clause 4.2.2 or 4.2.3 above and such activation becomes effective in Our supplier's systems.
- 4.2.5 Please note that the time that the SIM is activated will determine Your Monthly Billing Cycles and Monthly Payment Dates (please see clause 6 below for further details).

### **4.3 Failure to activate a SIM**

- 4.3.1 If you need to delay activation of your SIM, please contact Our Customer Service Team (contact details available [here](#)) before the end of 6 days from the date it was dispatched to You, so that We may endeavour to delay the automatic activation of your SIM or grant You further time to activate Your SIM manually.
- 4.3.2 In the event that a SIM allocated to You is not activated within 7 days from when We dispatched it to You and you have not contacted us to request further time in accordance with clause 4.3.1:
- (a) You may be unable to activate that SIM and We (or certain suppliers) may cancel that SIM; and
  - (b) We may (at any time after 30 days from when We dispatch the nu Welcome Pack to You) terminate this Agreement (which, if you purchased the Mobile Service with a Corresponding Mobile Device, shall constitute an Acceleration Trigger Event under clause 3.4.1 of the Mobile Device Terms).

### **4.4 Problems with a SIM**

- 4.4.1 If You experience any technical issues with the SIM allocated to You, please contact Our Customer Service Team (contact details available [here](#)) at Your earliest convenience, so that We may endeavour to resolve any such issues or replace the SIM.

### **4.5 Lost or stolen SIM**

- 4.5.1 If Your SIM is lost or stolen or you do not receive it within 3 working days of receiving notification that it has been dispatched, You should contact Our Customer Service Team as soon as possible so that We can block outgoing calls, SMS, MMS and data usage, suspend the Corresponding Mobile Service, activate IMEI Blocking (in respect of the relevant Mobile Device) or take other steps to protect You.

## **5 Current restrictions**

### **5.1 Restrictions on mobile premium services and calls to "19" numbers**

- 5.1.1 Currently We do not permit access to mobile premium services or any calls to "19" numbers under any Mobile Service Plan.

### **5.2 International calls**

- 5.2.1 Certain Mobile Service Plans provide unlimited voice and text to certain countries. Please refer to the relevant Critical Information Summary for more details.

### **5.3 International roaming**

- 5.3.1 We currently do not offer international roaming under any Mobile Service Plans, and the Mobile Service is only available for use on the Network in Australia.
- 5.3.2 We will notify You if and when We offer international roaming (and the terms and conditions for such international roaming).

## 6 Plans, Monthly Billing Cycles, Invoices and Payments

### 6.1 Monthly Billing Cycles and Monthly Payment Dates

6.1.1 Each Mobile Service Plan purchased by You is linked to a specific SIM, and will have its own:

- (a) Monthly Billing Cycle; and
- (b) Monthly Payment Date,

both of which are determined by reference to the time of activation of that SIM in accordance with this clause 6 (and may be different to the corresponding dates for any other Mobile Service Plans You have purchased through Your Account Portal).

6.1.2 Included in Your nu Welcome Pack will be a SIM which has not yet been activated. The SIM will need to be activated either automatically or by You in accordance with clause 4.2.2 or 4.2.3 above before You can start using the Mobile Service Plan linked to that SIM.

6.1.3 The day of the calendar month on which Your SIM is activated is the “**Activation Date**” for that SIM and determines the Monthly Billing Cycle and Monthly Payment Date both for Your:

- (a) initial Mobile Service Plan (chosen at the time of application); and
- (b) each subsequent Mobile Service Plan linked to that SIM (i.e. each time You change Your Mobile Service Plan).

6.1.4 The Monthly Billing Cycle for a SIM and the Corresponding Mobile Service Plan is determined by Your Activation Date in accordance with the rules in the following table:

Activation Date	Corresponding Monthly Payment Date & Monthly Billing Cycle
<p><b>1<sup>st</sup> to 27<sup>th</sup></b> This applies where Your SIM is activated on the 1<sup>st</sup> to 27<sup>th</sup> (inclusive) of any calendar month.</p> <p><b>Example</b> If Your SIM is activated at 9.23pm on 7 July.</p>	<p><b>Monthly Payment Date</b> Your Monthly Payment Date will be the day of each calendar month that falls after the day of the month of Your Activation Date.</p> <p><b>Monthly Billing Cycle</b> Each Monthly Billing Cycle:</p> <ul style="list-style-type: none"> <li>• starts on (and includes) a Monthly Payment Date; and</li> <li>• ends on (and includes) the day before the next Monthly Payment Date,</li> </ul> <p>provided that Your first Monthly Billing Cycle starts on (and includes) the Activation Date and runs until the day before the second Monthly Payment Date.</p> <p><b>Example</b> If Your Activation Date is 7<sup>th</sup> July:</p> <ul style="list-style-type: none"> <li>• Your Monthly Payment Date is the 8<sup>th</sup> of each calendar month;</li> <li>• Your first Monthly Billing Cycle runs from 7 July to 7 August (inclusive);</li> <li>• Your second Monthly Billing Cycle runs from 8 August to 7 September (inclusive); and</li> <li>• each Monthly Billing Cycle thereafter runs from the 8<sup>th</sup> of one calendar month to the 7<sup>th</sup> of the next calendar month (inclusive).</li> </ul>

<p><b>28<sup>th</sup> onwards</b></p> <p>This applies where Your SIM is activated on the 28<sup>th</sup> to 31<sup>st</sup> (inclusive) of any calendar month.</p> <p>Example: Your SIM is activated on:</p> <ul style="list-style-type: none"><li>• 28 or 29 February in a leap year;</li><li>• 30 March; or</li><li>• 31 December.</li></ul>	<p><b>Monthly Payment Date</b></p> <p>Your Monthly Payment Date will be the 1<sup>st</sup> day of each calendar month.</p> <p><b>Monthly Billing Cycle</b></p> <p>Each Monthly Billing Cycle will:</p> <ul style="list-style-type: none"><li>• start on (and include) the first day of the calendar month; and</li><li>• end on (and include) the last day of that calendar month.</li></ul> <p>However, please note that Your first Monthly Billing Cycle will start on the Activation Date and run till the end of the next calendar month.</p> <p><b>Example</b></p> <p>If Your Activation Date is 28 February:</p> <ul style="list-style-type: none"><li>• Your Monthly Payment Date is the 1<sup>st</sup> of each calendar month;</li><li>• Your first Monthly Billing Cycle runs from 28 February to 31 March (inclusive);</li><li>• Your second Monthly Billing Cycle runs from 1 April to 30 April (inclusive); and</li><li>• each Monthly Billing Cycle thereafter runs for the full calendar month.</li></ul>
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## 6.2 Changes to Your plan

- 6.2.1 You may at any time request that You wish to change Your Mobile Service from one Mobile Service Plan to another Mobile Service Plan (such change being a **Plan Change**), either:
- (a) online through Your Account Portal (24 hours a day, 7 days a week); or
  - (b) by calling Our Customer Service Team (during operating hours).

## 6.3 When does a Plan Change take effect?

- 6.3.1 We rely on Our suppliers and their IT systems (in other words, things We cannot control) to effect each Plan Change.
- 6.3.2 Consequently, the time at which a Plan Change takes effect (and when Your monthly automatic debit will change to reflect the associated change in pricing) will depend on when We are able to submit the relevant request for that Plan Change to Our suppliers.
- 6.3.3 In the ordinary course, We typically expect a Plan Change to take effect in accordance with the following table:

Timing of request during Monthly Billing Cycle	Usual time that the Plan Change takes effect
<p>Plan Change request received <b>before</b> the Monthly Processing Period for that Monthly Billing Cycle</p>	<p><b>Effective on the next Monthly Payment Date after the request</b></p> <p>The Plan Change will be effective at the start of the next Monthly Payment Date, and the new inclusions will be available for use in the Monthly Billing Cycle starting on that Monthly Payment Date.</p> <p><b>Example</b></p> <p>Your Monthly Payment Date is the 8<sup>th</sup> of each calendar month, and it is currently 1 February. Accordingly, Your current Monthly Billing Cycle:</p> <ul style="list-style-type: none"> <li>• began on 8 January; and</li> <li>• will end at midnight on 7 February.</li> </ul> <p>On 6 February You request a Plan Change (changing from the \$40 plan to the \$50 plan).</p> <p>Because the Plan Change occurs before the Monthly Processing Period (which begins at 6pm on the last day of each Monthly Billing Cycle – in this case, 7 February):</p> <ul style="list-style-type: none"> <li>• Your Plan Change will be effective from the start of the Monthly Billing Cycle beginning on 8 February; and</li> <li>• on 8 February (and each subsequent Monthly Payment Date unless and until another Plan Change takes effect) You will be automatically debited \$50 for the new plan, instead of the \$40 for the old plan.</li> </ul> <p>Please note that these amounts are in addition to any payments towards the payment of the purchase price of the Corresponding Mobile Device.</p>
<p>Plan Change request received <b>during</b> the Monthly Processing Period for that Monthly Billing Cycle</p>	<p><b>Effective on the first or second Monthly Payment Date after the request</b></p> <p>Because the request has been received during the monthly window set aside to process changes, We cannot guarantee that it will be effective at midnight that day (but We will use reasonable efforts to try and push it through).</p> <p>Where Our efforts are successful, the Plan Change will be effective at the start of the Monthly Payment Date after the request (that is, at midnight on the day You made the request).</p> <p>Alternatively, the Plan Change will be effective at the start of the second Monthly Payment Date after the request.</p> <p><b>Example</b></p> <p>Your Monthly Payment Date is the 8<sup>th</sup> of each calendar month, and it is currently 7 February. Accordingly, Your current Monthly Billing Cycle:</p> <ul style="list-style-type: none"> <li>• began on 8 January; and</li> <li>• will end at midnight on 7 February.</li> </ul> <p>At 8.45pm on 7 February You submit a request for a Plan Change.</p> <p>Because the timing of the Plan Change request falls within the Monthly Processing Period for that Monthly Billing Cycle, We cannot confirm whether the Plan Change will be effective for:</p> <ul style="list-style-type: none"> <li>• the next Monthly Billing Cycle that commences on 8 February; or</li> <li>• the second Monthly Billing Cycle that commences on 8 March (in which case the pre-existing Mobile Service Plan will be renewed on 8 February).</li> </ul> <p>Please note that these amounts are in addition to any payments towards the payment of the purchase price of the Corresponding Mobile Device.</p>



## 6.4 How You can manage Your service

- 6.4.1 We will provide You in respect of each Monthly Billing Cycle an invoice for all transactions related to that Monthly Billing Cycle (a **Monthly Invoice**). We will notify You when each such Monthly Invoice is available for viewing in the relevant Account Portal.
- 6.4.2 You may manage Your Mobile Service Plan at any time by accessing Your Account Portal.
- 6.4.3 To help You make sure that You manage Your costs and Your data usage, We will also send You a series of automated notifications (for example, by SMS) advising You of when You fall below certain Mobile Data thresholds.
- 6.4.4 You acknowledge that while such notifications are triggered in near real-time, they do not necessarily accurately reflect the amount of Mobile Data then available to You, and that it is Your responsibility to manage Your usage of Mobile Data.

## 7 Migration of service

- 7.1.1 We may migrate Your Mobile Service to another carriage service provider (including pursuant to any assignment or novation under the General Terms and Conditions) (a **Migration Event**).
- 7.1.2 In addition to Our obligations under clause 1.6 of the General Terms and Conditions, We will provide You with at least 6 weeks' prior notice of any Migration Event to allow You sufficient time to determine whether You want to terminate Your Mobile Service before such Migration Event.

## 8 Portability – transferring Your mobile number from one CSP to another

### 8.1 Where You are moving from nu mobile to another carriage service provider

- 8.1.1 You acknowledge that, if We receive a notice requiring that Your Mobile Phone Number be ported to another carriage service provider (a **Gaining CSP**), Your Mobile Service will be cancelled automatically (immediately after the Mobile Phone Number has been ported to that Gaining CSP) and there may be a delay before Your mobile service commences with the Gaining CSP.

### 8.2 Terms associated with requests to port to or from nu mobile

- 8.2.1 In making a porting request (whether from another carriage service provider to Us or vice versa), You agree to any applicable porting terms and conditions (which may be imposed by various third parties involved in the porting process) and acknowledge that such port may take up to 48 hours to take effect.
- 8.2.2 You acknowledge that for any request to port a Mobile Phone Number from the outgoing carriage service provider that is losing Your mobile service (a **Losing CSP**) to be successful, You must ensure that the mobile service You have with that Losing CSP is not cancelled before You receive notification advising that the port from that Losing CSP has been successful. This applies equally in respect of porting to, or from, Us.
- 8.2.3 Failure to maintain an active mobile service with a Losing CSP in accordance with clause 8.2.2 may result in the permanent loss of the Mobile Phone Number You have attempted to port.
- 8.2.4 Subject to the Australian Consumer Law, except to the extent caused by Our fraud, negligence or wilful default, We accept no liability in connection with the porting process, including without limitation as a result of:
  - (a) the time taken to port Your Mobile Phone Number; or



- (b) the loss of a Mobile Phone Number You have attempted to port.

### 8.3 Authority to port a Mobile Phone Number

- 8.3.1 You acknowledge that You may only port a Mobile Phone Number in respect of which You are the authorised customer (or You have permission to do so).
- 8.3.2 If You elect when activating Your SIM to keep a Mobile Phone Number, You represent and warrant to Us that You are authorised to port that Mobile Phone Number and You indemnify Us in respect of that representation and warranty being incorrect when made.

## 9 How Your Mobile Data works

### 9.1 Mobile Data and usage increments

- 9.1.1 The Mobile Service allows You to use Mobile Data (for both downloading and uploading) in accordance with this Agreement.
- 9.1.2 Mobile Data (whether that be from the relevant Monthly Data Allowance, Bonus Data or Data Bank) will be deducted from Your Account in 1 kilobyte (**KB**) increments (for example, if You download a file with a size of 500 bytes, that request would be rounded up to 1024 bytes (being 1 KB) before being deducted).
- 9.1.3 You acknowledge that:
- (a) the Mobile Services (including voice, text and mobile data services) are provided by Us as a reseller for use by You at Your discretion (in accordance with this Agreement);
  - (b) We do not in any way regulate or control the rate or time of consumption of such Mobile Services provided to You;
  - (c) subject to the terms of use set out in this Agreement, You have the right to use the Mobile Services in Your own discretion; and
  - (d) certain portions of Mobile Data provided to You may be rolled over into Your Data Bank for so long as You continue to renew Your Mobile Service (in accordance with clause 9.4).

### 9.2 Monthly Data Allowance = Monthly Included Data + Data Top-Ups

- 9.2.1 Your "**Monthly Data Allowance**" for a Monthly Billing Cycle is the aggregate of:
- (a) the Monthly Included Data then applicable under the relevant Mobile Service Plan (as set out in the relevant Critical Information Summary); and
  - (b) each Data Top-Up purchased before the Monthly Cut-Off Time for that Monthly Billing Cycle (meaning it will be available for use during that Monthly Billing Cycle).
- 9.2.2 You will receive at the beginning of each Monthly Billing Cycle the Monthly Included Data as specified in the relevant Critical Information Summary.
- 9.2.3 You may at any time before the Monthly Cut-Off Time purchase one or more Data Top-Ups to supplement the Monthly Included Data.
- 9.2.4 Any Monthly Data Allowance that remains unused as at the Data Bank Reference Time may be available for use in subsequent Monthly Billing Cycles in accordance with the Data Bank provisions in clause 9.4.

### 9.3 Bonus Data

- 9.3.1 Where applicable (please refer to the Critical Information Summary for Your Mobile Service Plan), upon activation of Your SIM (and the relevant Mobile Service Plan), that SIM will be credited with a one-off amount of Bonus Data (the amount of which is as specified in the relevant Critical Information Summary).
- 9.3.2 We may from time to time offer You additional Bonus Data (subject to this Agreement and any other terms and conditions of which We notify You).
- 9.3.3 Bonus Data will (unless We specify otherwise) be credited directly into Your Data Bank and may be used in accordance with clause 9.4.

#### 9.4 Data Banking

9.4.1 Activation of Your SIM also activates Your Data Bank, which allows You to bank certain Mobile Data for use in subsequent Monthly Billing Cycles unless and until such data is forfeited in accordance with this Agreement.

9.4.2 If at the Monthly Cut-Off Time for a Monthly Billing Cycle:

- (a) Your Current Data Bank Balance is less than the then applicable Data Bank Limit (the difference being the **Remaining Data Bank Capacity**); and
- (b) You have not used up all of Your Monthly Data Allowance for that Monthly Billing Cycle (the **Unused Monthly Data Allowance**),

an amount of Mobile Data equal to the lesser of:

- (c) the Remaining Data Bank Capacity; and
- (d) the Unused Monthly Data Allowance,

will be credited to the Data Bank and available for use in subsequent Monthly Billing Cycles.

9.4.3 In any Monthly Billing Cycle, any Mobile Data that is stored in the Data Bank will only be used once all of the Monthly Data Allowance and Bonus Data in respect of that Monthly Billing Cycle has been exhausted.

#### 9.5 Availability and retention of Data Bank Balance Data

9.5.1 Your Mobile Service comes with a Data Bank that allows You to store Your unused Monthly Data Allowance over time (up to an amount at any given time equal to the Data Bank Limit) for use in subsequent Monthly Billing Cycles (subject to forfeiture in accordance with clause 9.6 below).

9.5.2 The Data Bank feature itself (as distinct from the Current Data Bank Balance, which is covered in clause 9.5.3) is available for use for so long as You retain Your Mobile Service.

9.5.3 Your Current Data Bank Balance continues to rollover from each Monthly Billing Cycle to the next for so long as You retain Your current Mobile Service Plan or You request a Plan Change that is an Upgrade.

9.5.4 You acknowledge that:

- (a) the Data Bank feature is a benefit that permits You to use Your unused Monthly Data Allowance from one Monthly Billing Cycle in a later Monthly Billing Cycle that would otherwise expire; and
- (b) the feature is provided on the conditions in clause 9.6 (such that the feature cannot be used to obtain and store data using a high cost plan with bonus data for a brief period before downgrading to a low cost plan).

#### 9.6 PLEASE NOTE – Forfeiture of Data Bank Balance Data

- 9.6.1 If You request a Plan Change that is a Downgrade, Your Data Bank will be reset to zero (that is, Your Current Data Bank Balance at the time that such Downgrade takes effect will be forfeited).
- 9.6.2 Following the forfeiture triggered by a Downgrade, You may then begin banking Your Unused Monthly Data Allowance under Your new Mobile Service Plan.

### 9.7 What happens if I have no more Mobile Data?

- 9.7.1 Once You have used all of Your Monthly Data Allowance and all of Your Current Data Bank Balance in a Monthly Billing Cycle, You will no longer be able to access data through Your SIM until the next Monthly Billing Cycle (unless You purchase a Data Top-Up to increase Your Monthly Data Allowance).
- 9.7.2 While there is no obligation ever to top up Your Mobile Data, if You have exhausted all of Your Mobile Data, You will still be able to access Your Account Portal from the web browser on Your Mobile Device to purchase a Data Top-Up (which will then be available for use shortly after purchase).

## 10 Fair Go Policy

- 10.1.1 By submitting Your Application Form, You agree to comply with the Fair Go Policy (available here) at all times when using the Mobile Service We provide to You under this Agreement.

## 11 Suspension

### 11.1 Suspension by You

- 11.1.1 Where the Critical Information Summary says, at the relevant time, that You may electively and temporarily suspend Your Mobile Service for a limited period (for example, because You will be travelling overseas and will not be using Your Mobile Service, but You do not wish to terminate Your Mobile Service), You may do so by contacting Our Customer Service Team (contact details available [here](#)).
- 11.1.2 The right to suspend Your Mobile Service under clause 11.1.1 is subject to the Account not being in arrears at the time such request is made (but if Your Account is then in arrears, Our Customer Service Team can assist in bringing the Account up to date so that You may effect that suspension).
- 11.1.3 To the extent that Your Mobile Service is suspended under clause 11.1.1 (and for no other reason), this will not constitute an Acceleration Trigger Event.

### 11.2 Suspension by Us

- 11.2.1 We (or Our suppliers) may suspend Your Mobile Service:
- (a) where required by any applicable laws or regulations, or at the direction of a relevant authority;
  - (b) in the case of an emergency;
  - (c) in the case of actual or suspected fraud;
  - (d) to allow Us (or Our suppliers) to rectify a failure or malfunction in respect of that Mobile Service, or the Network;
  - (e) to upgrade or maintain the Mobile Service or the Network;
  - (f) because an event outside of Our control (or the control of a relevant supplier) prevents the provision of that Mobile Service; or
  - (g) where there is a delay, dispute or disruption in payment for the Mobile Service (but We will try to contact You before We suspend the Mobile Service for this reason).

- 11.2.2 To the extent that We control the suspension of a Mobile Service, We will before suspending that Mobile Service:
- (a) give due consideration to the impact on the End User; and
  - (b) use reasonable commercial endeavours to provide You with prior notice (but You acknowledge that this may not be reasonably possible in every case).
- 11.2.3 Without limiting Your rights under the Australian Consumer Law, You acknowledge that in respect of such suspension there is no accompanying or resulting right for You to seek a full or pro rata refund (but You may exercise Your rights to terminate in accordance with clause 4 of the General Terms and Conditions), provided this will be treated as an Acceleration Trigger Event.

## 12 PLEASE NOTE - Consequences of termination of the Mobile Service under the Mobile Device Terms for any Corresponding Mobile Device

- 12.1.1 By submitting Your Application Form and using the resulting Mobile Service, You acknowledge that for so long as any portion of the Purchase Price for a Corresponding Mobile Device has not been paid to Us, the occurrence of an Acceleration Trigger Event (which includes the termination by You of the Corresponding Mobile Service Plan, subject to exceptions) will result in amounts then outstanding in respect of Mobile Device becoming immediately due and payable (unless We otherwise agree in accordance with Our Financial Hardship Policy or in Our absolute discretion).

## 13 Dictionary for this document

13.1.1 A capitalised term that is not otherwise defined in these Mobile Service Terms has the same meaning as in the General Terms and Conditions.

13.1.2 Each of the following capitalised terms have the corresponding meaning in these Mobile Service Terms.

**30-Day Swap or Return Option** has the meaning given in the Mobile Device Terms.

**Acceleration Trigger Event** has the meaning given in the Mobile Device Terms.

**Account** has the meaning given in the General Terms and Conditions. **Account Holder** has the meaning given in the **General Terms and Conditions**. **Account Portal** has the meaning given in the General Terms and Conditions.

**Activation Date** has the meaning given in clause 6.1.3.

**Agreement** has the meaning given in the General Terms and Conditions. **Agreement Start Time** has the meaning given in the General Terms and Conditions.

**Anytime Termination Right** has the meaning given in the General Terms and Conditions.

**Application Form** has the meaning given in the General Terms and Conditions.

**Australian Consumer Law** has the meaning given in the General Terms and Conditions.

**Bonus Data** means bonus Mobile Data offered by Us in addition to the Monthly Data Allowance pursuant to a promotional campaign that We may offer for a limited period (whether limited as to time, number or otherwise), and includes any Sign-On Bonus Data.

**Corresponding Mobile Device** means, in respect of a Mobile Service provided pursuant to an Application Form accepted by Us, the Mobile Device purchased pursuant to that Application Form.

**Critical Information Summary** means, in respect of a Mobile Service Plan, the “Critical Information Summary” in respect of that Mobile Service Plan (as available on the nu Website). Any amendments made to a Critical Information Summary will take effect in respect of that Mobile Service Plan on the first day of the next Monthly Billing Cycle for that Mobile Service Plan.

**Current Data Bank Balance** means, at any time in respect of a SIM, the amount of Mobile Data then stored in the corresponding Data Bank.

**Customer Service Team** means Our customer service team, contactable in accordance with clause 12 of the General Terms and Conditions.

**Data Bank** means, in respect of a SIM, the facility that is linked to that SIM that permits the storing of any unused Monthly Data Allowance from one Monthly Billing Cycle for use in future Monthly Billing Cycles in accordance with this Agreement.

**Data Bank Limit** means at any time, in respect of a Mobile Service Plan, the amount specified in the then applicable Critical Information Summary.

**Data Bank Reference Time** means, in respect of a Monthly Billing Cycle:

- (a) subject to paragraph (b), immediately before the expiry of that Monthly Billing Cycle; and
- (b) where a Plan Change has been requested before the Monthly Cut-Off Time for that Monthly Billing Cycle, the Monthly Cut-Off Time.

**Data Top-Up** means a once-off increase to Your Monthly Data Allowance.

**Downgrade** means a Plan Change that is from a more expensive Mobile Service Plan to a less expensive Mobile Service Plan.

**End User** means, in respect of an Account and a Mobile Service, the person who is authorised by the Account Holder for that Account to use that Mobile Service.

**Fair Go Policy** has the meaning given in the General Terms and Conditions.

**Financial Hardship Policy** has the meaning given in the General Terms and Conditions.

**Gaining CSP** has the meaning given in clause 8.1.1.

**IMEI Blocking** has the meaning given in the General Terms and Conditions.

**Instalment Plan** has the meaning given in the Mobile Device Terms.

**Interactive Coverage Map** has the meaning given in clause 3.3.1 (available online [here](#)). Losing CSP has the meaning given in 8.2.2

**Migration Event** has the meaning given in clause 7.1.1.

**MMS** means the Multimedia Messaging Service used for sending messages over the Network that may contain certain text, images, audio and video content.

**Mobile Data** means, in respect of a SIM and the Mobile Service linked to that SIM, the mobile data provided by Us in accordance with the Corresponding Mobile Service Plan (as set out in the relevant Critical Information Summary).

**Mobile Device** has the meaning given in the Mobile Device Terms.

**Mobile Device Terms** has the meaning given in the General Terms and Conditions.

**Mobile Phone Number** means, in respect of a SIM, the mobile service number assigned to that SIM (which may be as ported in by You, or as allocated to You by Us).

**Mobile Service** means the mobile telephone service provided to You by Us via the Network.

**Mobile Service Plan** means, at any time in respect of a SIM, the mobile service plan then applicable to that SIM (as nominated by the relevant Account Holder in accordance with this Agreement).

**Mobile Service Terms** means this document, as may be updated from time to time.

**Monthly Billing Cycle** means each period of 1 month commencing on (and including) a Monthly Payment Date and ending on (but excluding) the next Monthly Payment Date, provided that the first Monthly Billing Cycle commences on (and including) the Activation Date, and ends on the day before the second Monthly Payment Date.

**Monthly Cut-Off Time** means, in respect of a Monthly Billing Cycle, 6.00 pm on the last day of that Monthly Billing Cycle.

**Monthly Data Allowance** has the meaning given in clause 9.2.1.

**Monthly Included Data** means, in respect of a Mobile Service Plan and a Monthly Billing Cycle, the amount of Mobile Data available for that Monthly Billing Cycle pursuant to the Critical Information Summary for that Mobile Service Plan.

**Monthly Invoice** has the meaning given in clause 6.4.1.

**Monthly Payment Date** means, in respect of:

- (a) the first Monthly Billing Cycle, the day on which the Agreement Start Time occurs; and
- (b) each subsequent Monthly Billing Cycle, the day of the calendar month determined in accordance with clause 6.

**Monthly Processing Period** means, in respect of a Monthly Billing Cycle, the period from 6.00 pm till midnight (Sydney time) on the last day of that Monthly Billing Cycle.

**Network** means the 3G and 4G networks over which We provide the Mobile Service, as owned and operated by Telstra Corporation Limited and depicted in the Interactive Coverage Map.

**nu Website** has the meaning given in the General Terms and Conditions.

**nu Welcome Pack** has the meaning given in the General Terms and Conditions.

**Plan Change** has the meaning given in clause 6.2.1.

**Remaining Data Bank Capacity** has, in relation to a SIM and the corresponding Data Bank, the meaning given in clause 9.4.2(a).

**Sign-On Bonus Data** means, in respect of a SIM and the Mobile Service Plan nominated by You in the relevant Application Form, an amount (if any) of Bonus Data that will be credited to You on the Activation Date for that SIM.

**SIM** means, in relation to a Mobile Service, the Subscriber Identity Module card which is provided to You to enable the provision of that Mobile Service with the corresponding Mobile Phone Number.

**SMS** means the Short Message Service used for sending text messages over the Network.

**Unused Monthly Data Allowance** has the meaning given in clause 9.4.2(b).

**Upgrade** means a Plan Change that is from a less expensive Mobile Service Plan to a more expensive Mobile Service Plan.

**We, Us and Our** have the meaning given in the General Terms and Conditions.

**You and Your** have the meaning given in the General Terms and Conditions.