

# numobile - Fair Go Policy

Current as at 15 July 2019



To ensure that nu mobile can continue to offer its customers awesome deals on mobile devices and services, we need to ensure that the service is used how it is intended.

This is the nu mobile Fair Go Policy ("**Policy**"), and covers the following sections:

- how you can use your service;
- what you agree not to do with your service;
- no spam;
- your security obligations;
- amendments to the Policy;
- monitoring compliance;
- site blocking; and
- consequences of a breach of this Policy.

We remind you that the obligations in this Policy form part of the terms and conditions of your contract with nu mobile.

The ordinary use of your service for your personal use will not constitute a breach of this Policy.

## How you can use your service

You agree to use the service:

- for ordinary personal, domestic and household use (in other words, not for business purposes or non-ordinary personal use); and
- only for lawful purposes in compliance with all legal requirements.

## What you agree not to do with your service

You agree not to:

- use the service in a manner that:
  - would constitute commercial or business use (including re-supplying or reselling the service to a third party, making the service available to people outside your household, or running an internet café (or similar) on the service);
  - results in unusually high number of devices associated with your service;
  - results in an unusually high volume of uploads or other usage patterns or attributes that are not consistent with ordinary use;
  - could result in nu mobile incurring a liability to any person;
  - in our opinion (acting reasonably), unreasonably interferes with any of our other customers;
  - in our opinion (acting reasonably), has an unreasonable impact on our ability to provide mobile services;
  - in our opinion (acting reasonably), could adversely affect or prejudice the brand or reputation of nu mobile (or its affiliates and service providers, including Telstra Corporation Limited);
  - breaches any applicable criminal laws (including, without limitation, fraudulent, deceptive or illegal activity);
  - infringes on the rights of a third party (including, without limitation, infringement of any intellectual property rights; infringement of laws relating to censorship and classification of material; using the service to create, forward or distribute defamatory statements); or
  - attempts to manipulate or bypass any limitations on your service;
- attempt to make more than one simultaneous connection to the service;

- maintain a connection or reconnect when you are not personally using such connection (including through software, such as automated agents);
- obtain unauthorised access to any of nu mobile's (or any of its service providers') computer or IT systems (for example, using someone else's account and security details);
- transmit, distribute or store material that is obscene, threatening, abusive or hateful;
- send, or cause to be sent, any data that hides or obscures the source of the data, that contains invalid or forged headers or domain names or deceptive addressing;
- attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation; or
- be involved in any attempt to cause any computer or IT system of nu mobile (or its service providers) to malfunction, whether by way of:
  - viruses;
  - worms;
  - malware;
  - anti-security programs;
  - trojan horses; or
  - denial of service attacks,
 or through any other such similar act.

## No spam

You agree not to use the service to accept, transmit or distribute unsolicited bulk data (commonly known as "spam"), which includes, without limitation, email, SMS, MMS, bulletin boards, messages to communities or groups or web sites, software and files).

## Your security obligations

You agree to ensure the confidentiality of each password you use in respect of the service.

You acknowledge that you remain responsible (and accept liability) for any use of the service using your account and/or security details.

## Amendments to the Policy

You agree to the Policy as published on our website when you sign-up for our service.

Thereafter, we reserve the right to change this Policy from time to time by:

- posting the revised Policy on our website; and
- providing you with 2 weeks' prior notice (by SMS or email).

## Monitoring compliance

You acknowledge that nu mobile may (but is not required to) monitor and review your use of the service to ensure your compliance with this Policy (but we agree to comply with our Privacy Policy) and in accordance with any applicable laws and regulations. You agree to cooperate promptly with nu mobile regarding any issues or investigations arising as a result of such monitoring and review, and to provide evidence of usage where we reasonably request.

## Site blocking

You acknowledge that we (or our service providers) may block access to internet sites, or internet access, where required to do so by any applicable laws or regulations.

## Consequences of a breach of this Policy

You acknowledge that nu mobile may (but is not required to):

- provide you with a warning that nu mobile believes your use to be in violation of this Policy (and that the service may be suspended or terminated as a result);
- reasonably deem non-ordinary use of the service as a breach of this Policy (including where such non-ordinary use is solely or largely for personal use); or
- suspend or terminate your service immediately without notice where nu mobile believes that there has been a breach by you of this Policy, in accordance with your agreement with nu mobile (which may also result in the loss of the benefit of the instalment plan in respect of the relevant mobile device (if the phone has not yet been paid in full), such that you may have to pay back as a lump sum the outstanding balance of any payments owing in respect of that mobile device).