

1 What are these Mobile Device Terms?

- 1.1.1 This document is referred to as the "**Mobile Device Terms**" and forms part of Your Agreement with Us where You have purchased a Mobile Device from Us.
- 1.1.2 The General Terms and Conditions are a set of general terms that govern our relationship generally. These Mobile Device Terms contain more specific terms relating to Your purchase of a Mobile Device from Us.
- 1.1.3 To the extent of any inconsistency between these Mobile Device Terms and the General Terms and Conditions in relation to the subject matter covered in these Mobile Device Terms, these Mobile Device Terms prevail.

2 About the Mobile Devices that We offer

2.1 Pre-owned devices

2.1.1 Every Mobile Device that We currently offer for purchase:

- (a) is a pre-owned mobile phone;
- (b) comes Unlocked and with all data removed; and
- (c) is fully tested to satisfy Our rigorous standards before being classified as "**nu**certified".

2.1.2 Without limiting Your rights under the Australian Consumer Law, by applying for or ordering a Mobile Device You acknowledge that such Mobile Device is pre-owned (and not a new mobile phone) and that the Purchase Price for that Mobile Device reflects the fact that it is a pre-owned mobile phone.

2.2 "nu

2.2.1 Our promise to You is that before We make any pre-owned phone available for purchase by You, it needs to pass Our 51-point functional and cosmetic test (the **51-Point Test**).

2.2.2 Upon passing Our 51-Point Test, that pre-owned phone is then "**nu**certified", which is confidently backed-up by each of:

- (a) the Cooling Off Period;
- (b) the 12-Month Device Warranty; and
- (c) in the case of a Mobile Device the subject of an Instalment Plan (i.e. the Outstanding Balance in respect of that Mobile Device is greater than zero), the "Return or Swap Anytime" Conditional Buyback Obligation,

(please see clause 4 for further details on each of these features).

2.3 Your rights as a consumer

2.3.1 Our Mobile Devices come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have Your Mobile Device repaired or replaced if Your Mobile Device fails to be of acceptable quality and the failure does not amount to a major failure under the Australian Consumer Law.

2.3.2 Your ability to choose a particular remedy will also depend on whether any failure to comply with a guarantee is a minor or major failure under the Australian Consumer Law. We can choose which remedy We may provide for a minor failure (being any failure which does not constitute a major failure). A major failure includes a problem where a Mobile Device would not have been purchased by a reasonable consumer who was fully aware of the problem, a Mobile Device is substantially unfit for its common purposes and cannot be fixed within a reasonable time or where a Mobile Device is unsafe.

3 Sale of Mobile Device and Instalment Plan

3.1 Purchase of Mobile Device

- 3.1.1 You may choose to purchase a Mobile Device on an Instalment Plan by completing an Application Form or outright by completing a Mobile Device Order Form.
- 3.1.2 If You order a Mobile Device for outright purchase via a Mobile Device Order Form, You will own that Mobile Device from the time that we dispatch the Mobile Device for delivery (the **Device Acceptance Time**).
- 3.1.3 By completing an Application Form for the purchase of a Mobile Device on an Instalment Plan, You agree that You are offering to purchase such Mobile Device from Us for an amount equal to the Purchase Price for that Mobile Device, to be paid in accordance with the Instalment Plan, subject to:
- (a) any election or obligation to pay out the Outstanding Balance prior to the expiry of the Instalment Plan Term (in accordance with clause 3.3);
 - (b) any event which would constitute an Acceleration Trigger Event (in accordance with clause 3.4); or
 - (c) any election by You to return or swap Your Mobile Device under Our Conditional Buyback Obligation (in accordance with clause 4.6).
- 3.1.4 If Your Application Form for the purchase of a Mobile Device on an Instalment Plan is accepted by Us (in Our absolute discretion), You will own that Mobile Device from the time that We accept the relevant Application Form (the **Device Acceptance Time**).

3.2 Instalment Plan

- 3.2.1 Subject to clause 3.3, 3.4 and 4.6, You agree to pay throughout the Instalment Plan Term each of the Monthly Instalments on the relevant Monthly Payment Date until We have received payment in full of the Purchase Price.
- 3.2.2 If We accept Your Application Form for a Mobile Device purchased on an Instalment Plan, Your first Monthly Instalment will be debited promptly after that acceptance.
- 3.2.3 After Your first Monthly Instalment, We will then schedule the debit for each of Your subsequent Monthly Instalments on the corresponding Monthly Payment Date.
- 3.2.4 You authorise Us to debit Your Nominated Card for each of the Monthly Instalments (and any applicable additional fees (if any), as agreed to under Your Agreement).

3.3 Freedom to pay out at any time

- 3.3.1 Notwithstanding the Monthly Instalment Plan, You may at any time elect to pay in full the Outstanding Balance then owing in respect of a Mobile Device purchased under an Instalment Plan by contacting Us [here](#).
- 3.3.2 Where You elect to pay out Your Mobile Device in accordance with clause 3.3.1, You may elect either to:
- (a) maintain the Corresponding Mobile Service Plan; or
 - (b) terminate the Corresponding Mobile Service Plan (however the timing of any such termination is subject to You notifying Us with reasonable notice before the applicable Monthly Cut-Off Time, as set out in the Mobile Service Terms).
- 3.3.3 Termination in accordance with clause 3.3.2(b) will result in the loss of the relevant Mobile Phone Number (unless it has been ported prior to that termination). To avoid any inadvertent consequences, We invite You to contact Our Customer Service Team, who can help You through this process.
- 3.3.4 Upon payment in full of the Purchase Price for a Mobile Device (in cleared and immediately available funds):

- (a) the corresponding Instalment Plan will be terminated; and
- (b) Your next bill will set out the amount of the Outstanding Balance paid by You (as well as the total Purchase Price, and that no Outstanding Balance remains).

3.4 Obligation to pay out upon occurrence of Acceleration Trigger Event

- 3.4.1 If an Acceleration Trigger Event occurs whilst Your Mobile Device remains the subject of an Instalment Plan (i.e. the Outstanding Balance in respect of that Mobile Device is greater than zero), at Our election You must pay immediately an amount equal to the Outstanding Balance then owing in respect of that Mobile Device (an **Accelerated Final Payment**).
- 3.4.2 Notwithstanding clause 3.4.1, if You demonstrate that You are unable to pay the Accelerated Final Payment in one lump sum payment, We may (in Our discretion) offer You a period in which to pay the Accelerated Final Payment (by reference to such factors as We consider reasonable in the circumstances, having regard to Your circumstances and Our legitimate commercial interests).

4 Customer support in relation to Mobile Devices

4.1 Your satisfaction

- 4.1.1 Your satisfaction is extremely important to Us, so if You experience any problems with Your Mobile Device, We invite You to contact Our Customer Service Team, who will assist You with Your various options.
- 4.1.2 Each of the Customer Rights (as defined in clause 4.3 below) is in addition to, and does not limit or exclude, Your rights under the Australian Consumer Law.

4.2 You must notify Us of any goods delivered which are faulty or damaged

- 4.2.1 Notwithstanding anything to the contrary in this Agreement, where You believe Your Mobile Device (or any associated goods) were already faulty or damaged at the time of delivery to You, You must collect photographic evidence which clearly shows such fault or damage and contact Our Customer Service Team within 3 days of that delivery (contact details available here) to arrange for such evidence to be sent through to Us.
- 4.2.2 Failure to comply with clause 4.2.1 may result in Your corresponding claim being denied (subject to any rights You may have under the Australian Consumer Law).

4.3 Our commitment to customer satisfaction – the Customer Rights

- 4.3.1 Consistent with Our commitment to Your satisfaction, our Mobile Devices benefit from Our:
 - (a) Cooling Off Period (please see clause 4.4 for further details);
 - (b) 12-Month Device Warranty (please see clause 4.5 for further details); and
 - (c) in the case of a Mobile Device the subject of an Instalment Plan (i.e. the Outstanding Balance in respect of that Mobile Device is greater than zero), “Return or Swap Anytime” Conditional Buyback Obligation (please see clause 4.6 for further details), (collectively, the **Customer Rights**).
- 4.3.2 To exercise one of Your Customer Rights, You must contact Our Customer Service Team (contact details available here), who will provide You with the relevant instructions regarding how to return a Mobile Device.

4.4 Cooling Off Period

- 4.4.1 We are confident that You will love Your “nucertified” Mobile Device, but if You are not satisfied with Your purchase, You can return Your Mobile Device pursuant to the Cooling Off Right within the Cooling Off Period (in accordance with the relevant requirements set out in clause 8 of the General Terms and Conditions).

4.4.2 Each of the Returned Device Conditions in clause 4.11 must be satisfied before Your claim under the Cooling Off Right can be successful.

4.5 Our 12-Month Device Warranty

4.5.1 In addition to the Cooling Off Period, every "nucertified" Mobile Device comes with a 12-month warranty (the 12-Month Device Warranty), under which We will (at Our election) replace or repair any fault or defect with the Mobile Device that arises through no fault of Yours (and is not caused by circumstances within Your control) (a Relevant Fault or Defect) within the first 12 months after the Device Acceptance Time.

4.5.2 Should You believe that a Relevant Fault or Defect has arisen in respect of Your Mobile Device within that 12 month period, You must contact Our Customer Service Team (contact details available here) to initiate Your claim under the 12-Month Device Warranty.

4.5.3 Each of the Returned Device Conditions in clause 4.11 must be satisfied before Your claim under the 12-Month Device Warranty can be successful.

4.5.4 If Your claim under the 12-Month Device Warranty is:

- (a) successful, the Shipping and Handling Fee will be borne by Us; and
- (b) unsuccessful, You will be liable to pay the Shipping and Handling Fee (at the time We notify You of that determination).

4.5.5 In the event that Your claim under the 12-Month Device Warranty is unsuccessful and the Mobile Device is the subject of an Instalment Plan (i.e. the Outstanding Balance in respect of that Mobile Device is greater than zero), You may nonetheless still rely on the "Return or Swap Anytime" Conditional Buyback Obligation instead of having that Mobile Device returned to You (provided the Returned Device Conditions are satisfied for such return or swap).

4.6 Our "Return or Swap Anytime" Conditional Buyback Obligation (Mobile Devices on Instalment Plans only)

4.6.1 Without limiting Your other rights, if Your Mobile Device is the subject of an Instalment Plan (i.e. the Outstanding Balance in respect of that Mobile Device is greater than zero) at any time You may advise Our Customer Service Team that You wish to:

- (a) return Your existing Mobile Device to Us; or
- (b) swap Your existing Mobile Device by purchasing a New Mobile Device,

(Our **Conditional Buyback Obligation**).

4.6.2 Where You elect to return or swap Your Mobile Device in accordance with Our Conditional Buyback Obligation, We will (upon receipt of that Mobile Device) undertake the Returned Device Assessment to:

- (a) determine whether any Impairment Fee is payable by You; and
- (b) calculate the amount We agree to pay to purchase the returned Mobile Device from You in accordance with Our Conditional Buyback Obligation (the **Buyback Price**)

and promptly notify You of that Buyback Price (and the reasons supporting that calculation).

4.7 New Mobile Device provided before swap is processed

4.7.1 Where You elect to swap Your existing Mobile Device by purchasing a New Mobile Device, We will send You a package with the New Mobile Device prior to Your return of Your existing Mobile Device (and the Returned Device Assessment), to ensure that Your mobile access is not interrupted (and We will include in that package a post-paid satchel for You to use to return Your existing Mobile Device).

4.7.2 You will have a grace period of 3 days from the date You receive that post-paid satchel to send Your existing Mobile Device to Us. If You fail to send Your existing Mobile Device to Us within this period, it will be considered an Acceleration Trigger Event and You will be liable for the full Outstanding Balance for such Mobile Device.

4.7.3 By electing to swap Your existing Mobile Device and accepting delivery of a New Mobile Device, You agree that unless and until You return Your existing Mobile Device, You will remain liable for both Your existing Mobile Device and the New Mobile Device (and any Impairment Fees that may be payable in respect of either, or both, of those Mobile Devices).

4.8 Acceptance of the Buyback Price

4.8.1 If You accept the Buyback Price and You have elected to swap Your existing Mobile Device for a New Mobile Device, a new Instalment Plan will apply with respect to that New Mobile Device (with the first Monthly Instalment to be charged to You on the first Monthly Payment Date after We process the return of Your existing Mobile Device).

4.8.2 If You accept the Buyback Price and You have elected to return Your existing Mobile Device, You may elect either to:

- (a) maintain the Corresponding Mobile Service Plan (without purchasing a New Mobile Device); or
- (b) terminate the Corresponding Mobile Service Plan (however the timing of any such termination is subject to You notifying Us with reasonable notice before the applicable Monthly Cut-Off Time, as set out in the Mobile Service Terms).

4.8.3 Upon acceptance of the Buyback Price (and therefore Your acceptance of any applicable Impairment Fee payable by You), then:

- (a) title to Your existing Mobile Device will transfer immediately to Us without any further act;
- (b) You will be liable to pay the Shipping and Handling Fee at the time you notify Us of Your decision to accept the Buyback Price; and
- (c) where the outcome of the Returned Device Assessment determined that your Mobile Device's condition is:
 - (i) "Good Condition", no Impairment Fee is payable by You, with no actual payments taking place (as a result of the Buyback Price reducing the Outstanding Balance to zero); or
 - (ii) "Slightly Impaired" or "Significantly Impaired", the relevant Impairment Fee is payable by You in accordance with the table set out in clause 4.10 (as a result of the Buyback Price reducing the Outstanding Balance to an amount equal to that Impairment Fee), in which case We will deduct the applicable Impairment Fee from Your Nominated Card as soon as practicable (generally on the day after You notify Us of Your acceptance of the Impairment Fee).

4.9 Rejection of the Buyback Price

4.9.1 If You reject the Buyback Price:

- (a) We will reverse the return or swap (as applicable) by returning Your existing Mobile Device to You (and You must return any New Mobile Device to Us in accordance with Our instructions); and
- (b) You will be liable to pay the Reversal Shipping and Handling Fee at the time you notify Us of Your decision to reject the Buyback Price.

4.9.2 We recommend that You seek insurance in respect of the return of the New Mobile Device (for which You acknowledge You have accepted liability and which will be subject to the Returned Device Assessment upon receipt by Us, which may result in an Impairment Fee).

4.10 Returns process and the Returned Device Assessment

4.10.1 In order to submit any request pursuant to:

- (a) the Cooling Off Right;
- (b) the 12-Month Device Warranty; or
- (c) the "Return or Swap Anytime" Conditional Buyback Obligation (Mobile Devices on Instalment Plans only),

You must first contact Our Customer Service Team (contact details available [here](#)), who will guide You through the



process, and what You need to do to return Your Mobile Device to Us for assessment in accordance with this clause 4.10 and the processing of Your request (so that they may assist You in satisfying the Returned Device Conditions, as set out in clause 4.11).

4.10.2 For every Mobile Device returned to Us in connection with any of the Customer Rights (including, where applicable, Your existing Mobile Device or a New Mobile Device), We will (upon receipt of that Mobile Device) undertake an assessment of that returned Mobile Device to determine whether its condition is:

- (a) “Good Condition”;
- (b) “Slightly Impaired”; or
- (c) “Significantly Impaired”,

(the **Returned Device Assessment**), in accordance with the table set out below:

	only has original parts	(e.g. Find My iPhone on iOS)	chipped	Obligation), is calculated as follows:	calculated as follows:
Good condition	✓	✓	✓	100% of the then Outstanding Balance of the relevant Mobile Device	Not applicable
Slightly impaired	✓	✓	✗	80% of the then Outstanding Balance of the relevant Mobile Device	20% of the then Outstanding Balance of the relevant Mobile Device
Significantly impaired	✓	✗	✓	60% of the then Outstanding Balance of the relevant Mobile Device	40% of the then Outstanding Balance of the relevant Mobile Device
	✓	✗	✗		
	✗	✗	✓		

4.10.3 We will promptly notify You of that determination (and Our reasons for the outcome of the Returned Device Assessment, and any Impairment Fee that may be payable by You).

4.11 Returned Device Conditions

4.11.1 When returning any Mobile Device (whether in connection with the Cooling Off Period, the 12-Month Device Warranty or the "Return or Swap Anytime" Conditional Buyback Obligation), please note that You agree that the returned Mobile Device will be submitted for a Returned Device Assessment in accordance with clause 4.10 and that each of the following conditions (the Returned Device Conditions) must be satisfied:

- (a) the returned Mobile Device must correspond with the relevant details in Our system (such that the Mobile Device returned matches the Mobile Device registered to the relevant Account);
- (b) where requested by Our Customer Service Team, You must have collected reasonable and clear photographic or video evidence of the condition of Your Mobile Device at the time of sending it to Us (and have sent such evidence through in accordance with any reasonable directions from Our Customer Service Team);
- (c) the relevant Account must not be in arrears either:
 - (i) at the time You submit Your request to Us; or
 - (ii) when the request has been processed,
 (but please note that Our Customer Service Team can assist You in bringing the Account up to date so that Your request may be completed); and

- (d) where You have requested a New Mobile Device which will be provided on an Instalment Plan and You are not an Australian Citizen or Permanent Resident, You must have a valid visa with an expiry date falling after the expiry of the proposed Instalment Plan for that New Mobile Device. You agree that:
 - (i) We may ask You for certified copies of documents verifying Your visa entitlements; and/or
 - (ii) You authorise Us to verify details in connection with Your visa entitlements or immigration status using third party sources (including without limitation, through the Department of Home Affairs Visa Entitlement Verification Online (VEVO) system).

4.11.2 Where the Returned Device Conditions are:

- (a) satisfied, We will proceed with the Returned Device Assessment as contemplated under this clause 4; or
- (b) not satisfied (for example, because the Mobile Device You returned is not the correct Mobile Device, You are in arrears, or You have not met the visa requirements), We will contact You to either:
 - (i) provide assistance to ensure any outstanding Returned Device Conditions can be satisfied; or
 - (ii) return the relevant Mobile Device back to You (in which case You will be liable to pay the Shipping and Handling Fee or the Reversal Shipping and Handling Fee, as applicable).

4.12 Wiping and Unlocking on returned Mobile Devices

4.12.1 When returning any Mobile Device, You:

- (a) agree that, where the Mobile Device has not been Wiped, We may (in accordance with Our returns procedure) Wipe any and all data from such Mobile Device (whether or not such Mobile Device is the correct Mobile Device); and
- (b) acknowledge that such data may be irretrievably lost and further acknowledge Our disclaimer of liability in accordance with clause 4.13.

4.12.2 We recommend that, before returning any Mobile Device, You please refer to relevant instructions for assistance on how to ensure that such Mobile Device has been effectively:

- (c) Wiped (after performing a back up of any relevant data You wish to retain); and
- (d) Unlocked (for the purposes of improving the outcome of the Returned Device Assessment).

4.13 Disclaimer of liability for returned Mobile Devices and SIMs

4.13.1 Where You have returned an incorrect Mobile Device, You agree that unless and until You return the correct Mobile Device, You will remain liable for:

- (a) the correct Mobile Device You ought to have returned pursuant to Your request (unless and until You return that Mobile Device as intended); and
- (b) any New Mobile Device You may have already received (for example, because You were seeking to swap Your Mobile Device in accordance with Our "Return or Swap Anytime" Conditional Buyback Obligation).

4.13.2 Please note that We will not accept any liability for any SIM, or any data stored on that SIM or any Mobile Device returned to Us (whether or not such Mobile Device is the correct Mobile Device), and We cannot ensure that any SIM left in, or any data not wiped from, a Mobile Device can or will be returned to You.

4.13.3 You acknowledge that You retain all liability in respect of a Mobile Device (whether it is Your existing Mobile Device or a New Mobile Device) that You are seeking to return under the Cooling Off Period, the 12-Month Device Warranty or the "Return or Swap Anytime" Conditional Buyback Obligation (available for Mobile Phones the subject of an Instalment Plan only) until such Mobile Device has been received by or on behalf of Us (at which time Our liability in respect of that Mobile Device is limited to any direct loss suffered by You as a direct result of Our fraud, negligence or wilful default under this Agreement).

- 4.13.4 For clarity, this clause 4.13 relates to returns made in connection with the Customer Rights, and does not apply to returns made under the Australian Consumer Law.

5 Dictionary for this document

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

- 5.1.2 Each of the following capitalised terms have the corresponding meaning in these Mobile Device Terms.

12-Month Device Warranty has the meaning given in clause 4.5.

51-Point Test has the meaning given in clause 2.2.1.

Accelerated Final Payment has the meaning given in clause 3.4.1.

Acceleration Trigger Event means, in respect of a Mobile Device that remains the subject of an Instalment Plan, either of the following events:

- (a) suspension or termination by Us of the Corresponding Mobile Service Plan for any failure by either or both of the relevant Account Holder and the relevant End User (if not the Account Holder) to comply with any of the obligations set out in this Agreement (including under these Mobile Device Terms or the Mobile Service Terms), including without limitation:
 - (i) any failure to pay any amounts when due and in respect of which there is no exception agreed formally between You and Us (for example, as a result of a successful claim for financial hardship);
 - (ii) failure to activate Your SIM as per clause 4.3 of the Mobile Service Terms;
 - (iii) failure to comply with the Fair Go Policy; or
 - (iv) any illegal or unlawful behaviour;
- (b) any termination by You of the Corresponding Mobile Service Plan before the Purchase Price has been repaid in full, other than as a direct result of:
 - (i) a change We have made to this Agreement without Your consent, and which has had, or will have, a material adverse effect on You, including (without limitation) a change in:
 - a. the wholesale carrier that controls the Network (currently Telstra Corporation Limited); or
 - b. the coverage of the Network;
 - (ii) any failure by Us to comply with any material obligation, which has had, or will have, a detrimental effect on You (including where We are excused from performance due to that material obligation being an Affected Obligation);
 - (iii) an exception which has been agreed formally between You and Us (for example, as a result of a successful claim for financial hardship);
 - (iv) a proper exercise of Your Cooling Off Right with respect to Your Mobile Device; or
 - (v) Your election to return or swap Your Mobile Device under Our Conditional Buyback Obligation You (which shall be addressed in accordance with clause 4.6); or
- (c) any failure by You to return Your existing Mobile Device to Us within the time frame required under clause 4.6.4, where We have sent You a New Mobile Device.

Account has the meaning given in the General Terms and Conditions.

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

Affected Obligation has the meaning given in the General Terms and Conditions.

Agreement has the meaning given in the General Terms and Conditions.

Application Form means, in respect of a Mobile Device, the application form for the purchase of that Mobile Device on an Instalment Plan as made available on the nu Website.

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

Buyback Price has the meaning given in clause 4.6.2.

Cooling Off Period has the meaning given in the General Terms and Conditions.

Cooling Off Right has the meaning given in the General Terms and Conditions.

Conditional Buyback Obligation has the meaning given in clause 4.6.1.

Corresponding Mobile Service Plan means, in respect of a Mobile Device purchased on an Instalment Plan, the Mobile Service Plan purchased in conjunction with that Mobile Device and linked to the SIM provided as part of the relevant nu Welcome Pack.

Critical Information Summary has the meaning given in the Mobile Service Terms.

Customer Rights has the meaning given in clause 4.3.1.

Customer Service Team means Our customer service team, contactable in accordance with clause 11 of the General Terms and Conditions.

Device Acceptance Time in the case of the outright purchase of a Mobile Device under a Mobile Device Order Form, has the meaning given in clause 3.1.2 and in the case of a Mobile Device purchased under an Instalment Plan, has the meaning given in clause 3.1.4.

End User has the meaning given in the General Terms and Conditions.

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

General Terms and Conditions means the “nu mobile General Terms and Conditions” as published by Us on the nu Website (as amended from time to time in accordance with this Agreement).

Impairment Fee means, in respect of a Mobile Device and a Returned Device Assessment of that Mobile Device, the fee determined in accordance with the table set out in clause 4.10.

Instalment Plan means, in respect of a Mobile Device, the purchase of that Mobile Device by way of a series of equal Monthly Instalments.

Instalment Plan Term means, in respect of a Mobile Device purchased under an Instalment Plan, the number of months specified in the relevant Application Form.

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

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

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

Mobile Phone Number has the meaning given in the Mobile Service Terms.

Mobile Service Plan has the meaning given in the Mobile Service Terms.

Mobile Service Terms has the meaning given in the General Terms and Conditions.

Monthly Cut-Off Time has the meaning given in the Mobile Service Terms.

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Monthly Instalment means, in respect of a Mobile Device purchased under an Instalment Plan, an amount (rounded up to the nearest cent) equal to the Purchase Price for that Mobile Device, divided by the relevant Instalment Plan Term.

Monthly Payment Date has the meaning given in the Mobile Service Terms.

Network has the meaning given in the Mobile Service Terms.

New Mobile Device means, in respect of:

- (a) a successful claim under the 12-Month Warranty, a replacement **nu**certified Mobile Device that We send to You; and
- (b) the "Return or Swap Anytime" Conditional Buyback Obligation where the existing Mobile Device remains the subject of an Instalment Plan, the replacement **nu**certified Mobile Device that We send to You (where You elected to "swap" Your existing Mobile Device).

Nominated Card has the meaning given in the General Terms and Conditions.

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.

Outstanding Balance means, at any time and in relation to a Mobile Device which remains the subject of an Instalment Plan, an amount equal to the Purchase Price less the aggregate of all amounts received by Us towards satisfaction of that Purchase Price (excluding any additional fees or charges that have been applied in accordance with this Agreement and which are applicable to amounts that were owing by You under these Mobile Device Terms).

Purchase Price means, in respect of a Mobile Device purchased under an Instalment Plan, the amount set out in the relevant Application Form and in respect of a Mobile Device that is purchased outright, the amount set out in the Mobile Device Order Form.

Relevant Fault or Defect has the meaning given in clause 4.5.1.

Returned Device Assessment has the meaning given in clause 4.6.2.

Returned Device Conditions has the meaning given in clause 4.11.

Reversal Shipping and Handling Fee means \$30.

Shipping and Handling Fee means \$15.

SIM has the meaning given in the Mobile Service Terms.

Unlocked means a Mobile Device that is unlocked (including, for example, removing all passwords and any cloud-based security).

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

Wiped means a Mobile Device in respect of which a process has been undertaken to wipe all data from that Mobile Device (and **Wipe** and **Wiping** have a corresponding meaning).

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