

IMPORTANT CUSTOMER INFORMATION – YOUR RIGHTS AND OBLIGATIONS

Virgin Mobile (Australia) Pty Limited ABN 67 092 726 442 (we) will provide to you the Virgin Mobile (Pre-paid and Postpaid) Service, Virgin Broadband Service and/or Home Phone Service (the service) on the terms of the standard form of agreement (the agreement). The agreement contains full details of the service and the terms and conditions of supply of the service including charging, billing, term and cancellation. This is a summary of the agreement. It is designed to give you information about what the agreement covers and some of its important terms. If you would like more detail about your rights and obligations, you should read a copy of the agreement. A copy of the agreement together with any updated version of the summary is available on our website www.virginmobile.com.au or on request.

SUMMARY OF MATERIAL TERMS AND CONDITIONS

Description of the Pre-paid mobile service:

The service allows you to make calls and send content from, and receive calls and content to, your mobile phone on our network. To use the service you need to credit your pre-paid account in advance and recharge it as the current credit is used up. You are not sent any bills, invoices or statements.

Description of the Postpaid Mobile Service:

The service allows you to make calls and send content from, and receive calls and content to, your mobile phone on our network. There are also a number of value added service features available with the service. To use some value added service features with the service you may need to be in specific network coverage areas (such as our GPRS network or 3G network). You may also need to follow special activation processes to use them or have special equipment (such as a data capable or 3G mobile phone).

Description of the Broadband Service:

The service allows you connect to the internet from your personal laptop or desktop computer via a network connection. If you choose the Broadband at Home option, you must use our home modem to connect to the service from your premises and you must not move the home modem from your premises. The home modem remains our property and must be

returned to us if your service is cancelled. If you choose the Mobile Broadband option, we will supply you with a USB modem to use with the service. Using the Mobile Broadband option you can obtain access to the service whenever you are in the coverage range of our HSDPA or 3G network, or GSM network. The USB modem monitors network availability and chooses the fastest network available. The USB modem automatically conducts the handover between the three networks.

Description of the Home Phone Service:

The service allows you to make and receive calls for your own personal use as a fixed service that uses a wireless connection over our network from a phone located at your premises. The service also allows you access to a range of other telephone services, including a standard telephone number, a directory listing, provision of directory assistance and operator services and other enhanced calling features. The service is only available as part of the Broadband at Home service for use at your premises.

Provision of the service:

Non fixed-length agreement: We will provide the service until it is cancelled in accordance with the agreement. (Pre-paid mobile services are provided on a non fixed-length agreement.)

Fixed-length agreement: We will provide the service for the minimum term of the agreement or until the service is cancelled in accordance with the agreement.

Conclusion of minimum term of fixed-length agreement:

If neither you nor we cancel the service at the end of the minimum term, the agreement will become a non-fixed length agreement.

If you do not wish to continue the service at the end of the minimum term, you must notify us of this before the end of the minimum term.

If we will not provide you with the service at the end of the minimum term, or will change the terms of the agreement at the end of the minimum term, we will notify you before the end of the minimum term.

Changing the agreement:

Non-fixed-length agreement: We may change the agreement by complying with the Telecommunications Legislation (by giving you reasonable notice of the change if we reasonably expect it to adversely affect you).

Fixed-length agreement: We may change the agreement by: complying with the Telecommunications Legislation in the same way as mentioned above and, in those circumstances set out in the agreement only, by giving you 21 days notice in writing (eg by bill insert, or e-mail for Broadband and Home Phone Services) of the change and allowing you to cancel the service within 42 days of giving notice without paying fees or charges, other than those set out in the agreement.

Unless otherwise set out in the agreement, you cannot make any changes to the agreement without our consent.

Personal information about you:

Personal information about you includes your name, address, credit rating and may include numbers you have called, the time and location of a call and text traffic information.

We may collect, use and disclose personal information about you:

- to decide whether to start, stop or limit supply to you of credit, the service, or products and services of other Virgin Mobile group companies. If you do not supply part or all of the personal information we request, we may refuse or limit the supply to you of credit or the service.

- for purposes related to the supply of the service (including account management, business planning, product development) and to provide you with information about promotions, as well as products and services of other Virgin Mobile group companies and other organisations. You may opt out of receiving communications that are not related to your account or legally required by contacting customer service.
- from and to: credit reporting agencies, credit providers, another Virgin Mobile group company, unrelated third parties, suppliers and joint venture partners (but only for the purposes set out above).

We may be required or permitted by law to collect, use or disclose personal information about you from and to, for example: the operator of the Integrated Public Number Database, emergency services organisations or to law enforcement agencies. Subject to applicable law, you may access and correct your personal information by contacting us. Further privacy information is available in our Privacy Policy which is available at www.virginmobile.com.au/privacy_security.html or by contacting customer service.

Use of the service:

We will provide the service to you with due care and skill. You must use the service in accordance with the agreement and ensure that any person you allow to use the service complies with the agreement.

You must not: make or receive calls or send or receive content on our network other than for your own personal use, wholesale any service on our network or use the service in connection with a device that switches or reroutes calls or traffic to our from our network. If you do so, we may immediately suspend or cancel the service. If you wish to access restricted content services (for example adult content) you must be over the age of 18.

We are not responsible for any Internet content that may be obtained via the service. We reserve the right to delete any username that we consider offensive, defamatory, illegal or otherwise inappropriate. You must ensure that the software you use with the service is properly licensed. Subject to the agreement, you must not resell, share or otherwise distribute the service to a third party.

We may monitor your account to ensure you are complying with the agreement. We will investigate misuse of the service. If we find that you have misused the service we may recover from you any costs of investigating the misuse and any compensation we are required to pay to another user as a result of your misuse.

Pre-paid Mobile Service:

A Virgin Mobile SIM card is required to use the service. To connect to the service you will need to register your Pre-paid service with us. You may recharge or add to the credits on the service by purchasing a recharge card online or from participating outlets and then adding the voucher amount online or by dialling 733.

Virgin Broadband and Home Phone:

You must not remove the home modem from your premises, remove the SIM card from the home modem, or use the SIM card in any other equipment. You choose to acquire all call types as a bundle and agree to remain preselected to the service for all call types

Equipment:

All equipment owned by us remains our property. You are responsible for any damage, loss or theft of any equipment owned by us.

Virgin Broadband and Home Phone:

You may only access the Broadband at Home service using our home modem.

The home modem remains our property and must be returned to us if your service is cancelled.

If you have a monitored service on your premises, the monitored service may be affected by the installation of the service.

If you move premises**Virgin Broadband and Home Phone**

If you move premises before the end of the minimum term and the service is not available at your new premises, we will cancel the service and charge you a cancellation fee. You must give us notice before the home modem is relocated to other premises.

Priority Assistance and Disabled Customer Equipment**Home Phone:**

We do not recommend this service if you have a medical condition which necessitates dialling emergency services or emergency medical numbers or you require medic alert systems. We do not offer Priority Assistance with this service. For technical reasons, the service is not compatible for use with services such as teletypewriter (TTY) machines.

Power failure:

The home modem will not operate in the event of a mains power failure and you will not be able to use the service to make or receive calls, including, for example, to emergency services.

Computer Hardware Specifications**Virgin Broadband:**

If you choose the Mobile Broadband option, to connect to the service you must have a computer with a spare USB port (Type A) and 20Mb of free hard disk space. If you choose the Broadband at Home option, your computer must have an Ethernet port or Wireless networking device. 64-bit editions of Windows are not supported by us, and we recommend you have Windows XP SP2 or Vista or Mac OSX 10.4 or more recent operating systems.

Fault reporting and rectification:

We will repair faults within our network. We are not responsible for repairing any fault in the service which is caused by a supplier's network, equipment that is not owned by us or facilities outside our network. If we investigate a fault that is caused by equipment that is not owned by us, we may charge you for the cost of investigating and repairing the fault.

If we investigate a fault and determine that the fault is caused by your breach of this agreement, a negligent or fraudulent act or omission by you or a failure of any of your

equipment, we may charge you for investigating and repairing the fault.

We will provide a fault reporting service for you to report faults. Before reporting a fault you should try to make sure that the fault is not caused by equipment that is not owned by us.

Fees and charges:

Information about fees and charges under the agreement is set out in the pricing tables.

You are responsible for paying the fees and charges for the service (set out in the pricing tables or under a promotion or offer made by us), any additional fees and charges under the agreement (including your application) and those fees and charges which are notified by us in accordance with the agreement. You must pay all fees and charges incurred for the service, even if you did not authorise its use, the service is unavailable or you are unable to access it (see Complaints and disputes below).

Charges may include: a connection fee, usage charges, access fees, administration charges, suspension or cancellation fees, late payment fees, payment dishonour fees and reconnection or reactivation fees.

If you would like further details about the charges, please refer to the pricing tables or contact us on 1300 555 100. We may place a credit limit on your account or require you to pay by direct debit or standing authority and will generally advise you if you are approaching your credit limit via SMS.

We may ask you to make a pre-payment usage charge or an interim good-faith payment (including for example, if there has been an unusually high use of the service).

Cost of the service:

The cost of the service depends on the pricing plan you select, your use of the service (including, for example, length of call, time and day of call (which may not be the local time where the call is made), and may vary depending where you are calling to or from), whether the call is a voice call or data call, the volume of calls made during a period and any discounts that might apply, any changes you make to your pricing plan, the value added service features you use or acquire and if you accept the terms of a special. Calls may include a flagfall.

We may offer promotions or offers in connection with the service (special). If you accept a special, the price and terms of the special will prevail over those otherwise applicable under the agreement for the duration of the special until the

special expires and then the full terms of the agreement will apply.

Pre-paid Mobile: The cost of each call will be deducted from the current credits on your pre-paid account. You will not be sent any bills, invoices or statements recording calls made. The service charges for outgoing calls are generally based on 30 second intervals over the chargeable calling time, or may be on a per call basis.

Payments:

Postpaid Mobile and Home Phone:

We will bill you on a regular basis (in arrears), unless otherwise set out in the service description. Some charges, including SMS, will be summarised on your bill. We may include unbilled service charges in a later bill(s). Itemised bills are available on request. You must pay each bill in full by the due date shown on it, or as otherwise notified by us.

Broadband at Home and Home Phone: You must pay your bill by direct debit (from a bank account or credit or debit card).

Postpaid Mobile: You may pay your bill by one of the payment methods set out in the payment notification, on the back of the bill or on our website.

Postpaid Mobile, Mobile Broadband and Home Phone:

If you do not pay your bill by the date payment is due we may: charge you a late fee, suspend or cancel the service (in which case we may charge you a suspension fee and/or reconnection or reactivation fee), engage a mercantile agent to recover the money you owe us, institute legal proceedings against you to recover the money you owe us and on-sell any unpaid amounts to a third party (in which case you will be responsible to the third party for payment of the bill).

Taxes:

Unless indicated otherwise, the fees and charges set out in the agreement include any taxes (for example, goods and services tax). Where the fees and charges do not include taxes, we may increase those fees and charges in accordance with the agreement.

Complaints and disputes:

If you have any complaints in connection with the service, you may complain in writing (via our websites: www.virginmobile.com.au and www.virginbroadband.com.au) or by calling us on 1300 555 100. We will handle your complaint in accordance with our customer complaints procedure (available from us and on our website:

www.virginmobile.com.au and www.virginbroadband.com.au).

If we are unable to resolve your complaint to your satisfaction you may take your complaint through other avenues, such as the Telecommunications Industry Ombudsman, the Australian Competition and Consumer Commission or the Department of Fair Trading or Department of Consumer Affairs in your state or territory.

If your complaint is about a fee or charge for the service, we may suspend payment obligations for that fee or charge until the complaint is resolved. All other fees and charges not in dispute remain due and payable.

Where your complaint is about a significant and sustained loss of access to, or use of, the service and the loss was not as a result of circumstances reasonably attributable to you or non Virgin Mobile owned equipment, you may be entitled on request to a refund or a rebate of any access fee for the period in which you access or use was interrupted.

Cancelling the service:

Your right to cancel the service

You may cancel the service at any time by giving us 30 days notice. You may also cancel the service at any time without liability, by giving us notice, if we breach a material term of this agreement and cannot remedy the breach or do not do so within 30 days of you giving us notice to do so.

If you acquire the service through door-to-door or telemarketing sales, you may cancel the service before the end of the cooling-off period, if any, set out in the relevant legislation in your state or territory.

Our right to cancel the service

Non fixed-length agreement: We may cancel the service at any time by giving you at least 30 days notice.

Non fixed-length agreement or a fixed-length agreement: We may cancel the service at any time if: there is an emergency, we reasonably suspect fraud by you or another person, any amount owing to us is not paid by its due date and you do not pay that amount within 10 days of receiving notice from us, we reasonably consider you a credit risk because of an amount owing to us or any Virgin Mobile group company, you breach a material term of this agreement and cannot remedy the breach, or do not remedy the breach within 30 days of receiving notice from us, we are

required to do so to comply with an order, instruction, request or notice of a regulator, emergency services organisation, other competent authority or under law, you become insolvent and we reasonably believe we are unlikely to receive payment for amounts due, you die or, if you are in a partnership, the partnership is dissolved and we reasonably believe we are unlikely to receive payment for the amounts due, the service is suspended for more than 14 days, an intervening event prevents the supply of the service for more than 14 days, or we are otherwise entitled to do so under this agreement.

How you can cancel the service

You can notify us that you wish to cancel the service by calling us.

You can also cancel the service by electing to have an equivalent service provided by another carrier or carriage service provider. The carrier or carriage service provider will notify us and we will cancel the service immediately.

What happens if the service is cancelled?

If the service is cancelled: you are liable for any charges incurred up to and including the date the service is cancelled, you authorise us to use any over payment on your account/money paid in advance to pay for any undisputed outstanding charges. If there are no outstanding charges we will refund on a pro-rata basis any over payment and money you have paid in advance for the service. If you pay for the service by direct debit payment you authorise us to debit any undisputed outstanding charges (including cancellation fee) from your credit card or bank account.

If the service is cancelled during the minimum term of a fixed-length agreement due to circumstances attributable to you, you must pay us the cancellation fee. If the service is cancelled due to circumstances attributable to you and we reinstate the service, you may have to pay a reconnection or reactivation fee.

Broadband at Home: If the home modem is not returned to us, you must pay us the pro-rata charge for the home modem, in addition to the cancellation fee.

Pre-paid Mobile: You may have to pay a fee to disable network locking to use your phone on another network (see below).

Suspending the service:

Our rights to suspend the service

We may suspend the service at any time without liability if: there is an emergency, to allow us or a supplier to repair, maintain or service any part of our network or a supplier's network, we reasonably suspect fraud by you or another person, we believe there has been an unusually high use of the service, any amount owing to us in respect of the service is not paid by the due date and you fail to pay that amount in full within 10 business days after we give you notice, we reasonably consider you a credit risk because any amount owing to us or another Virgin Mobile group company is not paid by its due date and you fail to make that payment within the required period after receiving notice from us or an Virgin Mobile group company, you breach a material term of this agreement and you either cannot remedy the breach or do not remedy the breach within 30 days after we give you notice to do so, we are required to do so to comply with an order, instruction, request or notice from a regulator, emergency services organisation, other competent authority or under law, there are problems connecting our network to a supplier's network, you become insolvent and we reasonably believe we are unlikely to receive payment for amounts due, or you die or, if you are in a partnership, the partnership is dissolved and we reasonably believe we are unlikely to receive payment for the amounts due or we are otherwise entitled to do so under the agreement.

What happens if the service is suspended?

If the service is suspended you will still be liable for all charges under the agreement, but you will not be charged monthly access fees for the period of the suspension and the minimum term of your agreement will be extended by the period of time for which your service was suspended. If the suspension was not as a result of circumstances attributable to you or non Virgin Mobile-owned equipment you may be entitled on request to a refund or a rebate of access fees for the suspension period. If the suspension was a result of circumstances attributable to you, you may have to pay us a suspension fee and, if you wish to reactivate the service, a reconnection or reactivation fee.

Liability:

Your liability to us

You are liable to us for any breach of the agreement causing foreseeable substantial loss to us. You are not liable

to us for consequential loss which is not a result of something you have done.

Our liability to you

We accept liability to you in accordance with the Trade Practices Act and other laws. We may be liable to you in connection with the agreement and the supply or interruption of the service only to the extent provided in the agreement. We are not liable to you for consequential loss.

Assignment:

We may assign our rights under the agreement to any person. We may transfer our obligations under the agreement to any Virgin Mobile group company. We may perform any of our obligations by arranging for them to be performed by another person.

You may assign your rights under the agreement with our prior written consent. You may transfer your obligations under the agreement if the person you wish to transfer them to successfully meets the application requirements for the service.

Intellectual property:

You must not infringe another person's intellectual property rights in using the service. If you do so we may suspend or cancel the service without notice.

Commission:

We may pay a commission to any of our personnel in connection with the agreement.

Information about your rights:

Information about your rights may be obtained by contacting the Australian Communications and Media Authority, the Telecommunications Industry Ombudsman, the Australian Competition and Consumer Commission or the Department of Fair Trading or Department of Consumer Affairs in your state or territory.

Additional information about the service:

Limitations on the supply of the service:

Virgin Broadband and Home Phone:

The service is only available to customers who connect to the Broadband at Home service, for use at your premises.

You cannot transfer data during handover between networks. Data transfers will only be prevented during a short 15 to 20 second period while the handover occurs however your connection will be maintained during the handover. The service is not available at all locations or premises.

Access restrictions

Pre-paid Mobile:

The service cannot be used for some data, fax and paging services, for roaming or to call most information services.

Data usage limitations

Virgin Broadband services

Your pricing plan may set out a maximum amount of data that you can download at high speed in a usage month. If the amount of data that you download at high speed exceeds the data allowance in any billing month, then access to your service will be speed limited. Any unused data allowance cannot be rolled over.

Coverage

The service is not available in all areas of Australia. You can check our coverage by visiting our website: www.virginbroadband.com.au or by calling Customer Service on 1300 555 100. Due to the nature of the networks providing the service, it is impossible for us to guarantee that you will not experience any drop outs.

Postpaid and Pre-paid Mobile:

Due to technical reasons, we are not able to guarantee that calls to '13' or '18' prefix numbers will be diverted to the nearest location for that '13' or '18' prefix number. Certain value added service features are only available in specific network coverage areas. For example, some value added service features are only available in our 3G network coverage areas. Appendix A contains detailed information about which value added service features are limited to specific network coverage areas.

Quality of calls

The quality of calls may be affected by other traffic on the network and other factors including geography, buildings and electrical or magnetic interference.

SIM cards

We own the Virgin Mobile and/or Virgin Broadband SIM card and it remains our property at all times. We are not responsible for any lost or stolen SIM card. If your SIM card is lost or stolen and you do not notify us, we may cancel it in accordance with the agreement.

Credits

Credits cannot be converted or redeemed as cash and cannot be applied against other services you have with us, unless we cancel the service for convenience. If the service is not cancelled for convenience, any credits remaining on cancellation of the service are forfeited.

Credits on the Virgin Mobile Pre-paid Service

You cannot make any calls if the credits in your pre-paid account are below the minimum call credit for all call types and you cannot make a call for which the credits in your pre-paid account are insufficient to meet the minimum call credit for calls of that type. We may terminate a call without notice if the credits run out during a call.

You must add at least the minimum credit to your Virgin Mobile Pre-paid service within the call credit validity period. If you do not, the remaining balance on your pre-paid account will be forfeited.

If the balance of your Virgin Mobile Pre-paid service is zero, you must add at least the minimum credit before the expiry of the additional period. If you do not, we may cancel the service without notice.

Phone numbers

You do not own the phone number and your right to use the phone number ends if you no longer obtain the service, unless you port the phone number. We are not liable for any expense or loss due to any recovery or recovery and replacement of the phone number we may be required to make or you ceasing to have the right to use the phone number if you no longer obtain the service.

Transferring your phone number

If you transfer your phone number to another carrier or carriage service provider, we will cancel the service and, if this happens before the end of the minimum term, we may charge you a cancellation fee.

Your mobile phone

You may purchase a mobile phone and other mobile accessories from us under an equipment payment plan. You will own the mobile phone from when you receive it. You are responsible for the maintenance and repair of the mobile phone (and any accessories you purchase from us), subject to any manufacturer’s warranty, and for any insurance for the mobile phone (if you wish the mobile phone to be insured). You may not return the mobile phone or other accessories to us if you cancel the service (unless otherwise required by law, such as during a cooling off period, if applicable to you).

If the service is cancelled before the end of the minimum term or before the end of the equipment payment term, you may have to pay us the sum of any unpaid equipment charges.

If you do not purchase a mobile phone from us for use with the service, we make no warranty under the agreement that the mobile phone is suitable for use in connection with the service or any value added service feature, or about the quality of the mobile phone. If you do not obtain the mobile phone from us for use with the service, you are responsible for making sure that all regulatory approvals for your mobile phone have been obtained and your mobile phone complies with all relevant technical regulations and specifications.

Network locking

Pre-paid Mobile:

If your mobile phone has been obtained from us it may be programmed to only work on our network. If you wish to use your phone on another network you may have to have network locking removed. To disable network locking you may have to pay a fee.

Blocking your mobile phone

We may activate IMEI blocking on your mobile phone if we reasonably believe your mobile phone is lost or stolen, if you obtain the service from us under false pretences or if we know you have made an insurance claim and your mobile phone is not already blocked.

Temporary suspension of the service by you

We may temporarily suspend the service at your request. We may charge you a fee for suspending the service. The maximum length of time a service can be temporarily suspended is three months.

Barring as an alternative to suspension

We may choose to bar outgoing and/or incoming calls and/or content on your phone instead of suspending the service.

Customer Service Guarantee:

Home Phone:

The Customer Service Guarantee does not apply to the Home Phone service.

Customer Service:

We will provide customer service and technical support for the service and equipment we provide.

Virgin Mobile Fair Use Policy and Home Phone Fair Use Policy:

The Virgin Mobile and/or Home Phone Fair Use Policy applies to your use of the service. The policy applies in circumstances where there is excessive, unreasonable or fraudulent use of any of our special offers giving you services at prices lower than our standard rates. If there is excessive, unreasonable or unacceptable use of the service we may ask you to reduce your use and may, if

you do not reduce your use, withdraw the offer and/or charge you standard rates for your usage. The Virgin Mobile Fair Use policy is set out in full at Appendix B and the Home Phone Fair Use Policy is set out in full at Appendix E.

Virgin Broadband Acceptable Use Policy

You must comply with our Acceptable Use Policy when using the service. This policy is designed to ensure that your use of the service does not break any laws, hinder the efficient operation of our network, interfere with the rights of Virgin Broadband customers, or interfere more generally with the rights of Internet users. The full policy is set out in Appendix D to the agreement.

Other Formats / Languages:

This summary is accessible online at <http://www.virginmobile.com.au/sfoa.html> It can also be made available in other formats or in other languages upon request. For further details please contact Customer Service on 1300 555 100, the National Relay Service on 133 677 or the Translating and Interpreting Service on 131 450.

CONTACT DETAILS	
Customer Service	<p>By phone:</p> <p>1300 555 100</p> <p>On the Internet:</p> <p>www.virginmobile.com.au and www.virginbroadband.com.au</p>
National Relay Service	133 677
Translating and Interpreting Service	131 450