

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 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 web site www.virginmobile.com.au or on request.

SUMMARY OF MATERIAL TERMS AND CONDITIONS

Description of the 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). The full description of the value added service features is set out in Appendix A.

Provision of the service:

Non fixed-length agreement: We will provide the service until it is cancelled in accordance with the 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) 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 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.

Equipment:

All Virgin Mobile owned equipment remains our property.

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

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 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 the cost of 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: usage charges, minimum monthly spend charges, administration charges, suspension or cancellation fees, late payment fees, payment dishonour fees and reconnection or reactivation fees. The amount of the service charges will depend on the service you select and may also 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. If you would like further details about our 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 offer promotions or offers in connection with the service (special). If you validly 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.

Payments:

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. Itemised bills are available on request at no additional charge. We may include unbilled service charges in a later bill(s). You must pay each bill in full by the due date shown on it, or as otherwise notified by us. 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. 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 website: www.virginmobile.com.au) or by calling us. We will handle your complaint in accordance with our customer complaints procedure as set out on www.virginmobile.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.

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 a 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 the minimum monthly spend 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:

Coverage

The service is not available in all areas of Australia. You can check our coverage by visiting our website: www.virginmobile.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. Due to technical reasons, we are not able to guarantee that calls to '13' prefix numbers will be diverted to the nearest location for that '13' 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.

Use of the service

You must not: make or receive calls or send or receive content on our network other than for your own personal or business use, wholesale any service on our network or use the service in connection with a device that switches or reroutes calls to our from our network. If you do so, we may immediately suspend or cancel the service.

Virgin Mobile SIM card

We own the Virgin Mobile SIM card and it remains our property at all times. We are not responsible for any lost or stolen Virgin Mobile SIM card. If your Virgin Mobile SIM card is lost or stolen and you

do not notify us, we may cancel it in accordance with the agreement.

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.

Your mobile phone

You may purchase a mobile phone from us under a mobile 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. The terms of this plan are set out in Appendix C to the agreement.

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.

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

If the agreement is a non fixed-length agreement, 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 mobile phone instead of suspending the service.

VIRGIN MOBILE FAIR USE POLICY:

The Virgin Mobile 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 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 charge you standard rates for your usage. The policy is set out in full at Appendix B.

Other Formats/Languages:

This summary is accessible online at <http://www.virginmobile.com.au/standardagreements>. 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.

National Relay Service	133 677
Translating and Interpreting Service	131 450

CONTACT DETAILS	
Customer Service	By phone: 1300 555 100
	Internet: www.virginmobile.com.au (Contact Us)