

VIRGIN MOBILE DIGITAL MOBILE SERVICE

PRICING TABLE

SECTION 3 - PRICING PLANS ONLY AVAILABLE AS A SPECIAL FOR CUSTOMERS

Click on the section that *you* are interested in

1	ABOUT THIS SECTION.....	3
2	VIRGIN MOBILE HYBRID PRE-PAID PLANS	4
3	PRE-PAID PLANS	5
4	BASIC PRE-PAID PLANS.....	6
5	VIRGIN MOBILE CAP PLANS	6
5.1	Eligibility	6
5.2	Minimum term	6
5.3	What <i>you</i> have to pay <i>us</i>	6
5.4	Eligible Calls and Pricing Plans.....	7
5.5	What happens if the <i>service</i> is <i>cancelled</i> early	9
6	PHONE ON US PLANS	10
6.1	Eligibility	10
6.2	Minimum term	10
6.3	What <i>you</i> have to pay <i>us</i>	10
6.4	Eligible Calls and Pricing Plans.....	11
6.5	What happens if the <i>service</i> is <i>cancelled</i> early?	12
7	VIRGIN MOBILE BROADBAND CAP PLANS	13
7.1	Eligibility	13
7.2	Minimum term	13
7.3	What <i>you</i> have to pay <i>us</i>	13
7.4	What happens if the <i>service</i> is <i>cancelled</i> early?	16
8	VIRGIN MOBILE FREE TO V CAP PLANS	17
8.1	Eligibility	17
8.2	Minimum term	17
8.3	What <i>you</i> have to pay <i>us</i>	17
8.4	Eligible Calls and Pricing Plans.....	17
8.5	What happens if the <i>service</i> is <i>cancelled</i> early	20
9	VIRGIN MOBILE FREE TO V BYO CAP PLANS	21
9.1	Eligibility	21
9.2	Minimum term	21
9.3	What <i>you</i> have to pay <i>us</i>	21
9.4	Eligible Calls and Pricing Plans.....	21
9.5	What happens if the <i>service</i> is <i>cancelled</i> early	24
10	VIRGIN MOBILE FREE TO V CAP PLANS	25

10.1	Eligibility	25
10.2	Minimum term	25
10.3	What <i>you</i> have to pay <i>us</i>	25
10.4	Eligible Calls and Pricing Plans.....	25
10.5	What happens if the <i>service</i> is <i>cancelled</i> early	28
11	VIRGIN MOBILE FREE TO V BYO CAP PLANS	29
11.1	Eligibility	29
11.2	Minimum term	29
11.3	What <i>you</i> have to pay <i>us</i>	29
11.4	Eligible Calls and Pricing Plans.....	29
11.5	What happens if the <i>service</i> is <i>cancelled</i> early	32
12	VIRGIN MOBILE FREE TO V CAP 70 & FREE TO V CAP 100 PLANS.	33
12.1	Eligibility	33
12.2	Minimum term	33
12.3	What <i>you</i> have to pay <i>us</i>	33
12.4	Eligible Calls and Pricing Plans.....	33
12.5	What happens if the <i>service</i> is <i>cancelled</i> early	36
12.6	Other things you need to know	36
13	PHONE ON US FREE TO V PLANS	37
13.1	Eligibility	37
13.2	Minimum term	37
13.3	What <i>you</i> have to pay <i>us</i>	37
13.4	Eligible Calls and Pricing Plans.....	37
13.5	What happens if the <i>service</i> is <i>cancelled</i> early?	40
14	VIRGIN MOBILE TOPLESS PLANS	41
14.1	Eligibility	41
14.2	Minimum term	41
14.3	What <i>you</i> have to pay <i>us</i>	41
14.4	Eligible Calls and Pricing Plans.....	42
14.5	What happens if the <i>service</i> is <i>cancelled</i> early (Topless \$115 plan only)	45
15	VIRGIN MOBILE \$39 PLAN.....	46
15.1	Eligibility	46
15.2	Minimum term	46
15.3	What <i>you</i> have to pay <i>us</i>	46
15.4	Eligible Calls and Pricing Plans.....	46
15.5	What happens if the <i>service</i> is <i>cancelled</i> early?	48

1 ABOUT THIS SECTION

- (a) This is Section 3 of the *pricing table* for the Virgin Mobile *service*.
- (b) This section contains the *pricing plans* that we will only offer to customers as a *special* under *our general terms*. These *pricing plans* are not generally available (that is they are closed to new customers and to existing customers who want to change *pricing plan*) unless we agree otherwise.
- (c) The *pricing plans* that we offer to new *customers* are contained in Section 2 of this *pricing table*. If you cannot find the name of *your pricing plan* in this section, you should refer to Section 2 for *your pricing plan* or you can call us for more information.
- (d) You may also need to refer to the following:
 - (i) Section 1 of this *pricing table* for general information on the calculation of charges for use of the *service* and other call charges not covered by *your pricing plan*,
 - (ii) Appendix I for a list of countries in each group for international calls, and
 - (iii) the Value Added Service Features Appendix A for the description and charges for the range of *value added service features* available with the *service*.
- (e) The meaning of the words printed *in italics like this* is explained in the *dictionary*.

2 VIRGIN MOBILE HYBRID PRE-PAID PLANS

These plans are not available to new connections.

Hybrid Pre-paid plans				
	\$15	\$30	\$50	\$100
Voucher				
Expiry period	180 days	180 days	365 days	365 days
Voucher cost	\$15.00	\$30.00	\$50.00	\$100.00
Voucher included value	\$15.00	\$30.00	\$50.00	\$100.00
Standard call rate / min	\$0.70	\$0.60	\$0.56	\$0.52
Flagfall	\$0.20	\$0.20	\$0.20	\$0.20
Billing Interval(s)	1 second	1 second	1 second	1 second
Standard text	\$0.25	\$0.25	\$0.25	\$0.25
Standard MMS	\$0.60	\$0.60	\$0.60	\$0.60
V2V MMS	\$0.25	\$0.25	\$0.25	\$0.25
V2V call rate / min	\$0.05	\$0.05	\$0.05	\$0.05
V2V text rate	\$0.05	\$0.05	\$0.05	\$0.05
VoiceMail	free in Oz	free in Oz	free in Oz	free in Oz
International group 1*				
/min	0.70	0.60	0.56	0.52
International group 2*				
/min	\$1.00	\$1.00	\$1.00	\$1.00
International group 3*/min	\$1.80	\$1.80	\$1.80	\$1.80
International group 4*				
/min	\$2.60	\$2.60	\$2.60	\$2.60

*see Appendix I for a list of countries in each group.

3 PRE-PAID PLANS

These pre-paid recharge vouchers were available to purchase between 1 November 2004 and 1 May 2005.

Recharge Credit	\$15	\$30	\$50	\$100
Voucher cost	\$15	\$30	\$50	\$100
Voucher included value	\$15	\$30	\$50	\$100
Standard call rate/min	30c/30 secs	28c/30 secs	26c/30 secs	24c/30 secs
Flagfall	25c	25c	25c	25c
Billing Interval(s)	1 sec	1 sec	1 sec	1 sec
Standard text	25c	25c	25c	25c
V2V call rate/min	5c/min	5c/min	5c/min	5c/min
V2V text rate	5c	5c	5c	5c
Voicemail	Free in Oz	Free in Oz	Free in Oz	Free in Oz

4 BASIC PRE-PAID PLANS

These pre-paid recharge vouchers were available to purchase between October 2000 and 30 October 2004.

Recharge Credit	\$15	\$30	\$50	\$100
Voucher cost	\$15	\$30	\$50	\$100
Voucher included value	\$15	\$30	\$50	\$100
Standard peak call rate/min	55c/30 secs	49c/30 secs	45c/30 secs	32c/30 secs
Standard off peak call rate/min	35c/30 secs	25c/30 secs	22.5c/30 secs	20c/30 secs
Flagfall	20c	20c	20c	20c
Billing Interval(s)	1 sec	1 sec	1 sec	1 sec
Standard text	25c	25c	25c	25c
V2V text rate	5c	5c	5c	5c
Voicemail	Free in Oz	Free in Oz	Free in Oz	Free in Oz

5 VIRGIN MOBILE CAP PLANS

5.1 Eligibility

Customers cannot connect or transfer to these Cap Plans from 26 November 2007.

5.2 Minimum term

- You must agree to either a non-fixed length agreement or a fixed length agreement with a 24 month minimum term.*
- You may purchase a mobile phone with a 24 month equipment term under an equipment payment plan.*

5.3 What you have to pay us

- Subject to the following paragraphs *you must pay us* for use of the *service* at the rates set out in Section 1 of this *pricing table* and for *value added service features* at the rates set out in Appendix A -Value Added Service Features).
- Tables 1, 2 and 3 below set out the charges that apply and the included value per month for the Cap Plans.
- Each month *you must pay*:

- (i) A *minimum monthly charge* (which includes a value of included calls). You must pay this *minimum monthly charge* even if you do not make calls from the relevant services to reach the total value of included value for each service);
 - (ii) Charges for all non-eligible calls and other services you use based on the standard charges for each relevant service as set out in the *pricing tables* for each relevant service;
 - (iii) Any *equipment charges* payable for equipment you have purchased from us;
 - (iv) Charges for all eligible calls made over the amount of included value for the relevant service at the rates set out below or where not set out below, in accordance with the *pricing tables* for the relevant service.
- (d) Any included value that you may be entitled to expires at the end of each month and is not refundable or transferable, even at account closure.

5.4 Eligible Calls and Pricing Plans

Table 1 below indicates whether a particular call type is an 'eligible call' which counts towards the cap and *minimum monthly charge* of your selected Cap Plan.

Table 2 below contains details of each Cap Plan.

Table 3 below contains details of international calling rates for each Cap Plan.

Table 1

Call Type	Eligible Call
National Voice Calls	Yes
National and International Text	Yes
National and International Photos	Yes
International Calls	Yes
13 Numbers (Except Customer Service)	Yes
Pagemail Diversions	Yes
Globetrotting	No
Premium SMS	No
Virgin Vibe	No
12, 18, 19 Numbers	No
Red Pages Directory Assistance-124733	No
Other special numbers (eg DUI, SOS)	No
Rave Rate	Yes
Insurance	No
Handset Payments	No
Satellite Calls	Yes
Virgin Mobile Customer Service	No

Table 2

Plan	CAP20 /50	CAP30 /140	CAP45 /250	CAP65 /500	CAP90/ 850	CAP145/ 1200
Minimum Monthly Spend	\$20	\$30	\$45	\$65	\$90	\$145
Monthly included value	\$50	\$140	\$250	\$500	\$850	\$1,200
Minimum total cost over 24 months	\$480	\$720	\$1,080	\$1,560	\$2,160	\$3,480
Call rate / per 30 sec	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
V2V calls / per 30 sec	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
Flagfall	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30
Billing interval (s)	30 secs	30 secs	30 secs	30 secs	30 secs	30 secs
Standard SMS	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
V2V SMS	free	free	free	free	free	free
Standard MMS	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60
V2V MMS	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60

Table 3

Mobile International	
International group 1* /min	Standard call rates
Flagfall	\$0.25
Billing interval (s)	30 secs
International group 2* /min	\$1.00
International group 3*/min	\$1.80
International group 4* /min	\$2.60

*see Appendix I for a list of countries in each group.

5.5 What happens if the *service* is *cancelled* early

- (a) If the *service* is *cancelled* before the expiry of the *minimum term*, other than under clause 11.1(a) or 11.1(b) the *general terms* you will be required to pay *us*:
 - (i) any usage charges incurred up to, and including, the *cancellation date*; plus
 - (ii) the *premature evacuation fee* set out in paragraph (c) below; plus
 - (iii) the sum of unpaid *equipment charges* owing on *your mobile phone* under the *equipment payment plan* (if any).

- (b) If the *service* is *cancelled* before the expiry of the *minimum term* under clause 11.1(a) or 11.1(b) of the *general terms*, you will be required to pay us:
 - (i) any usage charges incurred up to, and including, the *cancellation date*; plus
 - (ii) the sum of unpaid *equipment charges* owing on *your mobile phone* under the *equipment payment plan* (if any).
- (c) The *premature evacuation fee* is calculated as a fixed amount of \$250 if the *service* is *cancelled* during the first 6 months of the *minimum term*.

6 PHONE ON US PLANS

6.1 Eligibility

Customers cannot connect or transfer to the following plans from 26 November 2007:

Phone On Us \$15, Phone On Us \$20, Phone On Us \$30, Phone On Us \$45 and Phone On Us \$65.

6.2 Minimum term

- (a) You must agree to either a *non-fixed length agreement* or a *fixed length agreement* with a 24 month *minimum term*.
- (b) You may purchase a *mobile phone* with a 24 month *equipment term* under an *equipment payment plan*.

6.3 What you have to pay us

- (a) Subject to the following paragraphs you must pay us for use of the *service* at the rates set out in Section 1 of this *pricing table* and for *value added service features* at the rates set out in Appendix A – Service Features.
- (b) Tables 1, 2 and 3 below set out the charges that apply and the included value per month for the Phone On Us Plans.
- (c) Each month you must pay:
 - (i) A *minimum monthly charge* (which includes a value of included calls). You must pay this *minimum monthly charge* even if you do not make calls from the relevant *services* to reach the total value of included value for each *service*);
 - (ii) Charges for all non-eligible calls and other *services* you use based on the standard charges for each relevant *service* as set out in the *pricing tables* for each relevant *service*;
 - (iii) Any *equipment charges* payable for equipment you have purchased from us;
 - (iv) Charges for all eligible calls made over the amount of included value for the relevant *service* at the rates set out below or where not set out below, in accordance with the *pricing tables* for the relevant *service*.
- (d) Any included value that you may be entitled to expires at the end of each month and is not refundable or transferable, even at account closure.

6.4 Eligible Calls and Pricing Plans

Table 1 below indicates whether a particular call type is an 'eligible call' which counts towards the included value of *your* selected Phone On Us Plan.

Table 2 below contains details of each Phone On Us Plan.

Table 3 below contains details of international calling rates for each Phone On Us Plan.

Table 1

Call Type	Eligible Call
National Voice Calls	Yes
National and International Text	Yes
National and International Photos	Yes
International Calls	Yes
13 Numbers (Except Customer Service)	Yes
Pagemail Diversions	Yes
Globetrotting	No
Premium SMS	No
Virgin Vibe	No
12, 18, 19 Numbers	No
Red Pages Directory Assistance-124733	No
Other special numbers (eg DUI, SOS)	No
Rave Rate	Yes
Insurance	No
Handset Payments	No
Satellite Calls	Yes
Virgin Mobile Customer Service	No

Table 2

Plan	POU15	POU20	POU30	POU45	POU65
Minimum Monthly Spend	\$15	\$20	\$30	\$45	\$65
Monthly included value	\$15	\$20	\$30	\$45	\$65
Minimum total cost over 24 months	\$360	\$480	\$720	\$1,080	\$1,560
Call rate / per 30 sec	\$0.45	\$0.45	\$0.40	\$0.35	\$0.30
V2V calls / per 30 sec	\$0.45	\$0.45	\$0.40	\$0.35	\$0.30
Flagfall	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Billing interval (s)	30 secs	30 secs	30 secs	30 secs	30 secs
Standard SMS	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
V2V SMS	free	free	free	free	free
Standard MMS	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60
V2V MMS	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60

Table 3

Mobile International	
International group 1* /min	Standard call rates
Flagfall	\$0.25
Billing interval (s)	30 secs
International group 2* /min	\$1.00
International group 3*/min	\$1.80
International group 4* /min	\$2.60

*see Appendix I for a list of countries in each group.

6.5 What happens if the service is cancelled early?

- (a) If the *service* is *cancelled* before the expiry of the *minimum term*, other than under clause 11.1(a) or 11.1(b) the *general terms* you will be required to pay us:
 - (i) any usage charges incurred up to, and including, the *cancellation date*; plus
 - (ii) the *premature evacuation fee* set out in paragraph (c) below; plus
 - (iii) the sum of unpaid *equipment charges* owing on *your mobile phone* under the *equipment payment plan* (if any).
- (b) If the *service* is *cancelled* before the expiry of the *minimum term* under clause

11.1(a) or 11.1(b) of the *general terms*, you will be required to pay us:

- (i) any usage charges incurred up to, and including, the *cancellation date*; plus
 - (ii) the sum of unpaid *equipment charges* owing on *your mobile phone* under the *equipment payment plan* (if any).
- (c) The *premature evacuation fee* is calculated as a fixed amount of \$250 if the service is *cancelled* during the first 6 months of the *minimum term*.

7 VIRGIN MOBILE BROADBAND CAP PLANS

7.1 Eligibility

Customers cannot connect or transfer to these Broadband Cap Plans from 1 April 2008.

7.2 Minimum term

- (a) You must agree to enter into a *fixed length agreement* to connect to a Mobile Broadband Cap *pricing plan*.
- (b) A 24 month *minimum term* applies to the Mobile Broadband Cap *pricing plans*.

7.3 What you have to pay us

- (a) Subject to the following paragraphs you must pay us for use of the *service* at the rates set out in Section 1 of this *pricing table* and for *value added service features* at the rates set out in Appendix A - Value Added Service Features.
- (b) Tables 1, 2 and 3 below set out the charges that apply and the included value per month for the Mobile Broadband Cap Plans.
- (c) Each month you must pay:
 - (i) A *minimum monthly charge* (which includes a value of included calls). You must pay this *minimum monthly charge* even if you do not make calls from the relevant *service* to reach the total value of included value for each *service*;
 - (ii) Charges for all non-eligible calls and other services you use based on the standard charges for each relevant *service* as set out in the *pricing tables* for each relevant *service*;
 - (iii) Any *equipment charges* payable for equipment you have purchased from us;
 - (iv) Charges for all eligible calls made over the amount of included value for the relevant *service* at the rates set out below or where not set out below, in accordance with the *pricing tables* for the relevant *service*.
- (d) Any included value that you may be entitled to expires at the end of each month and is not refundable or transferable, even at account closure.
- (e) The *Virgin Broadband Acceptable Use Policy* (see Appendix D) applies to usage as set out in Table 1 below.

- (f) *Your data allowance applies to downloads of data on your Virgin Mobile Broadband Service.*
- (g) *Data usage that counts towards your stated monthly data allowance includes download data transfers. If you exceed your monthly data allowance, your access to the Virgin Mobile Broadband service will be speed limited to 64kbps, until the end of your usage period.*
- (h) *If your data usage exceeds 4GB in any usage period your access to the service will be speed limited to 32kbps, until the end of your usage period. Please refer to the Acceptable Use Policy (Appendix D) for further information.*
- (i) *Any unused data allowance is forfeited at the end of each month.*
- (j) **Eligible Calls and Pricing Plans**

Table 1 below indicates whether a particular call type is an 'eligible call' which counts towards the cap and *minimum monthly spend* of your selected Mobile Broadband Cap Plan.

Table 2 below contains details of each Mobile Broadband Cap Plan.

Table 3 below contains details of international calling rates for each Mobile Broadband Cap Plan.

Table 1

Call Type	Eligible Call
National Voice Calls	Yes
National Video Calls	Yes
National and International Text	Yes
National and International Photos	Yes
International Calls (voice & video)	Yes
13 Numbers (Except Customer Service)	Yes
Pagemail Diversions	Yes
Globetrotting	No
Premium SMS	No
Virgin Vibe	No
12, 18, 19 Numbers	No
124Red Directory Assistance-124733	No
Other special numbers (eg DUI, SOS)	No

Rave Rate	Yes
Insurance	No
Handset Payments	No
Satellite Calls	Yes
Virgin Mobile Customer Service	No

Table 2

Plan	Mobile Broadband 80/520	Mobile Broadband 120/900	Mobile Broadband 175/1250
Minimum Monthly Spend	\$80	\$120	\$175
Monthly included value	\$520	\$900	\$1,250
Minimum total cost (over 24 months)	\$1,920	\$2,880	\$4,200
Standard call rate / per 30 sec	\$0.40	\$0.40	\$0.40
V2V voice and video calls / per 30 sec	\$0.40	\$0.40	\$0.40
Flagfall	\$0.30	\$0.30	\$0.30
Billing interval (s)	30 secs	30 secs	30 secs
Standard SMS	\$0.25	\$0.25	\$0.25
V2V SMS	free	free-	free
Standard MMS	\$0.60	\$0.60	\$0.60
V2V MMS	\$0.60	\$0.60	\$0.60
Broadband Download Allowance	1GB	1GB	1GB

Table 3

Mobile International	
International group 1* /min	Standard call rates
Flagfall	\$0.25
Billing interval (s)	30 secs
International group 2* /min	\$1.00
International group 3*/min	\$1.80
International group 4* /min	\$2.60

*see Appendix I for a list of countries in each group.

7.4 What happens if the *service* is *cancelled* early?

- (a) If the *service* is *cancelled* before the expiry of the *minimum term*, other than under clause 11.1(a) or 11.1(b) of the *general terms* you will be required to pay *us*:
 - (i) any usage charges incurred up to, and including, the *cancellation date*; plus
 - (ii) the *premature evacuation fee* set out in paragraph (c) below; plus
 - (iii) the sum of unpaid *equipment charges* owing on *your mobile phone* under the *equipment payment plan* (if any).

- (b) If the *service* is *cancelled* before the expiry of the *minimum term* under clause 11.1(a) or 11.1(b) of the *general terms*, you will be required to pay *us*:
 - (i) any usage charges incurred up to, and including, the *cancellation date*; plus
 - (ii) the sum of unpaid *equipment charges* owing on *your mobile phone* under the *equipment payment plan* (if any).

- (c) The *premature evacuation fee* is calculated as a fixed amount of \$250 if the *service* is *cancelled* during the first 6 months of the *minimum term*.

8 VIRGIN MOBILE FREE TO V CAP PLANS

8.1 Eligibility

Customers cannot connect or transfer to this Free to V Cap Plan from 3 December 2008.

8.2 Minimum term

- (a) You must agree to either a *non-fixed length agreement* or a *fixed length agreement* with a 24 month *minimum term*.
- (b) You may purchase a *mobile phone* with a 24 month *equipment term* under an *equipment payment plan*.

8.3 What you have to pay us

- (a) Subject to the following paragraphs you must pay us for use of the *service* at the rates set out in Section 1 of this *pricing table* and for *value added service features* at the rates set out in Appendix A -Value Added Service Features).
- (b) Tables 1, 2 and 3 below set out the charges that apply and the included value per month for the Free to V Cap Plans.
- (c) Each month you must pay:
 - (i) a *minimum monthly charge* (which includes a value of included calls). You must pay this *minimum monthly charge* even if you do not make calls from the relevant *services* to reach the total value of included value for each *service*;
 - (ii) charges for all non-eligible calls and other services you use based on the standard charges for each relevant service as set out in the *pricing tables* for each relevant service;
 - (iii) any *equipment charges* payable for equipment you have purchased from us;
 - (iv) charges for all eligible *calls* made over the amount of included value for the relevant *service* at the rates set out below or where not set out below, in accordance with the *pricing tables* for the relevant *service*.
- (d) Any included value that you may be entitled to expires at the end of each month and is not refundable or transferable, even at account closure.

8.4 Eligible Calls and Pricing Plans

Table 1 below indicates whether a particular call type is an 'eligible call' which counts towards the cap and *minimum monthly charge* of your selected Free to V Cap Plan.

Table 2 below contains details of each Free to V Cap Plan.

Table 3 below contains details of international calling rates for each Free to V Cap Plan.

Table 1

Call Type	Eligible Call
National Voice Calls	Yes
National Video Calls	Yes
National and International Text	Yes
National and International Photos	Yes
International Calls (video and voice)	Yes
13 Numbers (except Customer Service)	Yes
Pagemail Diversions	Yes
Globetrotting	No
Premium SMS	No
Virgin Vibe	No
12, 18, 19 Numbers	No
124Red Directory Assistance-124733	No
Other special numbers (eg DUI, SOS)	No
Insurance	No
Handset Payments	No
Satellite Calls	Yes
Virgin Mobile Customer Service	No

Table 2

Plan	FREE TO V CAP 45/250
Minimum Monthly Spend	\$45
Monthly included value	\$250
Minimum total cost over 24 months	\$1,080
Billing interval(s)	30 secs
Standard call rate / per 30 sec	\$0.40
V2V voice calls / per 30 sec	free
V2V video call rate / per 30 sec	\$0.40
Standard Flagfall	\$0.40
V2V voice Flagfall	free
V2V video Flagfall	\$0.40
Standard SMS	\$0.25
V2V SMS	free
International SMS	\$0.35
Standard MMS	\$0.60
V2V MMS	\$0.60

Table 3

Mobile International	
Billing interval (s)	30 secs
Flagfall	\$0.40
International group 1* /min	\$1.60
International group 2* /min	\$1.80
International group 3*/min	\$2.60
International group 4* /min	\$3.40

*see Appendix I for a list of countries in each group.

8.5 What happens if the *service is cancelled early*

- (a) If the *service is cancelled* before the expiry of the *minimum term*, other than under clause 11.1(a) or 11.1(b) of the *general terms* you will be required to pay *us*:
 - (i) any usage charges incurred up to, and including, the *cancellation date*; plus
 - (ii) the *premature evacuation fee* set out in paragraph (c) below; plus
 - (iii) the sum of unpaid *equipment charges* owing on *your mobile phone* under the *equipment payment plan* (if any).

- (b) If the *service is cancelled* before the expiry of the *minimum term* under clause 11.1(a) or 11.1(b) of the *general terms*, you will be required to pay *us*:
 - (i) any usage charges incurred up to, and including, the *cancellation date*; plus
 - (ii) the sum of unpaid *equipment charges* owing on *your mobile phone* under the *equipment payment plan* (if any).

- (c) The *premature evacuation fee* is calculated as a fixed amount of \$250 if the *service is cancelled* during the first 6 months of the *minimum term*.

9 VIRGIN MOBILE FREE TO V BYO CAP PLANS

9.1 Eligibility

Customers cannot connect or transfer to this Free to V BYO Cap Plan from 3 December 2008.

9.2 Minimum term

- (a) You must agree to a *non-fixed length agreement*, i.e. you connect to the Free to V BYO Cap Plans on a month by month basis.

9.3 What you have to pay us

- (a) Subject to the following paragraphs you must pay us for use of the *service* at the rates set out in Section 1 of this *pricing table* and for *value added service features* at the rates set out in Appendix A -Value Added Service Features).
- (b) Tables 1, 2 and 3 below set out the charges that apply and the included value per month for the Free to V BYO Cap Plans.
- (c) Each month you must pay:
 - (i) a *minimum monthly charge* (which includes a value of included calls). You must pay this *minimum monthly charge* even if you do not make calls from the relevant *services* to reach the total value of included value for each *service*;
 - (ii) charges for all non-eligible calls and other services you use based on the standard charges for each relevant service as set out in the *pricing tables* for each relevant service;
 - (iii) charges for all eligible *calls* made over the amount of included value for the relevant *service* at the rates set out below or where not set out below, in accordance with the *pricing tables* for the relevant *service*.
- (d) Any included value that you may be entitled to expires at the end of each month and is not refundable or transferable, even at account closure.

9.4 Eligible Calls and Pricing Plans

Table 1 below indicates whether a particular call type is an 'eligible call' which counts towards the cap and *minimum monthly charge* of your selected Free to V BYO Cap Plan.

Table 2 below contains details of each Free to V BYO Cap Plan.

Table 3 below contains details of international calling rates for each Free to V BYO Cap Plan.

Table 1

Call Type	Eligible Call
National Voice Calls	Yes
National Video Calls	Yes
National and International Text	Yes
National and International Photos	Yes
International Calls (video and voice)	Yes
13 Numbers (except Customer Service)	Yes
Pagemail Diversions	Yes
Globetrotting	No
Premium SMS	No
Virgin Vibe	No
12, 18, 19 Numbers	No
124Red Directory Assistance-124733	No
Other special numbers (eg DUI, SOS)	No
Insurance	No
Handset Payments	No
Satellite Calls	Yes
Virgin Mobile Customer Service	No

Table 2

Plan	FREE TO V BYO CAP 45/300
Minimum Monthly Spend	\$45
Monthly included value	\$300
Billing interval(s)	30 secs
Standard call rate / per 30 sec	\$0.40
V2V voice calls / per 30 sec	free
V2V video call rate / per 30 sec	free
Standard Flagfall	\$0.40
V2V voice Flagfall	free
V2V video Flagfall	free
Standard SMS	\$0.25
V2V SMS	free
International SMS	\$0.35
Standard MMS	\$0.60
V2V MMS	\$0.60

Table 3

Mobile International	
Billing interval (s)	30 secs
Flagfall	\$0.40
International group 1* /min	\$1.60
International group 2* /min	\$1.80
International group 3*/min	\$2.60
International group 4* /min	\$3.40

*see Appendix I for a list of countries in each group.

9.5 What happens if the *service* is *cancelled* early

- (a) If the *service* is *cancelled* before the expiry of the *minimum term*, other than under clause 11.1(a) or 11.1(b) of the *general terms* you will be required to pay *us* any usage charges incurred up to, and including, the *cancellation date*;
- (b) If the *service* is *cancelled* before the expiry of the *minimum term* under clause 11.1(a) or 11.1(b) of the *general terms*, you will be required to pay *us* any usage charges (including the *minimum monthly charge*) incurred up to, and including, the *cancellation date*.

10 VIRGIN MOBILE FREE TO V CAP PLANS

10.1 Eligibility

Customers cannot connect or transfer to these Free to V Cap Plans from 19 December 2008.

10.2 Minimum term

- (a) You must agree to either a *non-fixed length agreement* or a *fixed length agreement* with a 24 month *minimum term*.
- (b) You may purchase a *mobile phone* with a 24 month *equipment term* under an *equipment payment plan*.

10.3 What you have to pay us

- (a) Subject to the following paragraphs you must pay us for use of the *service* at the rates set out in Section 1 of this *pricing table* and for *value added service features* at the rates set out in Appendix A -Value Added Service Features).
- (b) Tables 1, 2 and 3 below set out the charges that apply and the included value per month for the Free to V Cap Plans.
- (c) Each month you must pay:
 - (i) a *minimum monthly charge* (which includes a value of included calls). You must pay this *minimum monthly charge* even if you do not make calls from the relevant *services* to reach the total value of included value for each *service*;
 - (ii) charges for all non-eligible calls and other services you use based on the standard charges for each relevant service as set out in the *pricing tables* for each relevant service;
 - (iii) any *equipment charges* payable for equipment you have purchased from us;
 - (iv) charges for all eligible *calls* made over the amount of included value for the relevant *service* at the rates set out below or where not set out below, in accordance with the *pricing tables* for the relevant *service*.
- (d) Any included value that you may be entitled to expires at the end of each month and is not refundable or transferable, even at account closure.

10.4 Eligible Calls and Pricing Plans

Table 1 below indicates whether a particular call type is an 'eligible call' which counts towards the cap and *minimum monthly charge* of your selected Free to V Cap Plan.

Table 2 below contains details of each Free to V Cap Plan.

Table 3 below contains details of international calling rates for each Free to V Cap Plan.

Table 1

Call Type	Eligible Call
National Voice Calls	Yes
National Video Calls	Yes
National and International Text	Yes
National and International Photos	Yes
International Calls (video and voice)	Yes
13 Numbers (except Customer Service)	Yes
Pagemail Diversions	Yes
Globetrotting	No
Premium SMS	No
Virgin Vibe	No
12, 18, 19 Numbers	No
124Red Directory Assistance-124733	No
Other special numbers (eg DUI, SOS)	No
Insurance	No
Handset Payments	No
Satellite Calls	Yes
Virgin Mobile Customer Service	No

Table 2

Plan	FREE TO V CAP 20/50	FREE TO V CAP 30/140	FREE TO V CAP 45/300	FREE TO V CAP 65/500	FREE TO V CAP 90/750	FREE TO V CAP 145/1150
Minimum Monthly Spend	\$20	\$30	\$45	\$65	\$90	\$145
Monthly included value	\$50	\$140	\$300	\$500	\$750	\$1,150
Minimum total cost over 24 months	\$480	\$720	\$1,080	\$1,560	\$2,160	\$3,480

Billing interval(s)	30 secs	30 secs	30 secs	30 secs	30 secs	30 secs
Standard call rate / per 30 sec	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
V2V voice calls / per 30 sec	free	free	free	free	free	free
V2V video call rate / per 30 sec	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
Standard Flagfall	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
V2V voice Flagfall	free	free	free	free	free	free
V2V video Flagfall	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
Standard SMS	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
V2V SMS	free	free	free	free	free	free
International SMS	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35
Standard MMS	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60
V2V MMS	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60

Table 3

Mobile International	
Billing interval (s)	30 secs
Flagfall	\$0.40
International group 1* /min	\$1.60
International group 2* /min	\$1.80
International group 3*/min	\$2.60
International group 4* /min	\$3.40

*see Appendix I for a list of countries in each group.

10.5 What happens if the *service is cancelled early*

- (a) If the *service is cancelled* before the expiry of the *minimum term*, other than under clause 11.1(a) or 11.1(b) of the *general terms* you will be required to pay us:
 - (i) any usage charges incurred up to, and including, the *cancellation date*; plus
 - (ii) the *premature evacuation fee* set out in paragraph (c) below; plus
 - (iii) the sum of unpaid *equipment charges* owing on *your mobile phone* under the *equipment payment plan* (if any).

- (b) If the *service is cancelled* before the expiry of the *minimum term* under clause 11.1(a) or 11.1(b) of the *general terms*, you will be required to pay us:
 - (i) any usage charges incurred up to, and including, the *cancellation date*; plus
 - (ii) the sum of unpaid *equipment charges* owing on *your mobile phone* under the *equipment payment plan* (if any).

- (c) The *premature evacuation fee* is calculated as a fixed amount of \$250 if the *service is cancelled* during the first 6 months of the *minimum term*.

11 VIRGIN MOBILE FREE TO V BYO CAP PLANS

11.1 Eligibility

Customers cannot connect or transfer to these Free to V BYO Cap Plans from 19 December 2008.

11.2 Minimum term

- (a) You must agree to a *non-fixed length agreement*, i.e. you connect to the Free to V BYO Cap Plans on a month by month basis.

11.3 What you have to pay us

- (a) Subject to the following paragraphs you must pay us for use of the *service* at the rates set out in Section 1 of this *pricing table* and for *value added service features* at the rates set out in Appendix A -Value Added Service Features).
- (b) Tables 1, 2 and 3 below set out the charges that apply and the included value per month for the Free to V BYO Cap Plans.
- (c) Each month you must pay:
- (i) a *minimum monthly charge* (which includes a value of included calls). You must pay this *minimum monthly charge* even if you do not make calls from the relevant *services* to reach the total value of included value for each *service*;
 - (ii) charges for all non-eligible calls and other services you use based on the standard charges for each relevant service as set out in the *pricing tables* for each relevant service;
 - (iii) charges for all eligible *calls* made over the amount of included value for the relevant *service* at the rates set out below or where not set out below, in accordance with the *pricing tables* for the relevant *service*.
- (d) Any included value that you may be entitled to expires at the end of each month and is not refundable or transferable, even at account closure.

11.4 Eligible Calls and Pricing Plans

Table 1 below indicates whether a particular call type is an 'eligible call' which counts towards the cap and *minimum monthly charge* of your selected Free to V BYO Cap Plan.

Table 2 below contains details of each Free to V BYO Cap Plan.

Table 3 below contains details of international calling rates for each Free to V BYO Cap Plan.

Table 1

Call Type	Eligible Call
National Voice Calls	Yes
National Video Calls	Yes

National and International Text	Yes
National and International Photos	Yes
International Calls (video and voice)	Yes
13 Numbers (except Customer Service)	Yes
Pagemail Diversions	Yes
Globetrotting	No
Premium SMS	No
Virgin Vibe	No
12, 18, 19 Numbers	No
124Red Directory Assistance-124733	No
Other special numbers (eg DUI, SOS)	No
Insurance	No
Handset Payments	No
Satellite Calls	Yes
Virgin Mobile Customer Service	No

Table 2

Plan	FREE TO V BYO CAP 20/60	FREE TO V BYO CAP 30/170	FREE TO V BYO CAP 45/360	FREE TO V BYO CAP 65/600	FREE TO V BYO CAP 90/900	FREE TO V BYO CAP 145/1400
Minimum Monthly Spend	\$20	\$30	\$45	\$65	\$90	\$145
Monthly included value	\$60	\$170	\$360	\$600	\$900	\$1,400
Billing interval(s)	30 secs	30 secs	30 secs	30 secs	30 secs	30 secs
Standard call rate / per 30 sec	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
V2V voice calls / per 30 sec	free	free	free	free	free	free
V2V video call rate / per 30 sec	free	free	free	free	free	free
Standard Flagfall	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
V2V voice Flagfall	free	free	free	free	free	free
V2V video Flagfall	free	free	free	free	free	free
Standard SMS	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
V2V SMS	free	free	free	free	free	free
International SMS	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35
Standard MMS	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60
V2V MMS	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60

Table 3

Mobile International	
Billing interval (s)	30 secs
Flagfall	\$0.40
International group 1* /min	\$1.60
International group 2* /min	\$1.80
International group 3*/min	\$2.60
International group 4* /min	\$3.40

*see Appendix I for a list of countries in each group.

11.5 What happens if the *service* is *cancelled* early

- (a) If the *service* is *cancelled* before the expiry of the *minimum term*, other than under clause 11.1(a) or 11.1(b) of the *general terms* you will be required to pay *us* any usage charges incurred up to, and including, the *cancellation date*;
- (b) If the *service* is *cancelled* before the expiry of the *minimum term* under clause 11.1(a) or 11.1(b) of the *general terms*, you will be required to pay *us* any usage charges (including the *minimum monthly charge*) incurred up to, and including, the *cancellation date*.

12 VIRGIN MOBILE FREE TO V CAP 70 & FREE TO V CAP 100 PLANS

12.1 Eligibility

Customers cannot connect or transfer to these Free to V Cap Plans from 19 December 2008.

12.2 Minimum term

- (a) You must agree to either a *non-fixed length agreement* or a *fixed length agreement* with a 24 month *minimum term*.
- (b) You may purchase a *mobile phone* with a 24 month *equipment term* under an *equipment payment plan*.

12.3 What you have to pay us

- (a) Subject to the following paragraphs you must pay us for use of the *service* at the rates set out in Section 1 of this *pricing table* and for *value added service features* at the rates set out in Appendix A -Value Added Service Features).
- (b) Tables 1, 2 and 3 below set out the charges that apply and the included value per month for the Free to V Cap 70 and the Free to V Cap 100 Plans.
- (c) Each month you must pay:
 - (i) a *minimum monthly charge* (which includes a value of included calls). You must pay this *minimum monthly charge* even if you do not make calls from the relevant *services* to reach the total value of included value for each *service*;
 - (ii) charges for all non-eligible calls and other services you use based on the standard charges for each relevant service as set out in the *pricing tables* for each relevant service;
 - (iii) any *equipment charges* payable for equipment you have purchased from us;
 - (iv) charges for all eligible *calls* and data made over the amount of included value for the relevant *service* at the rates set out below or where not set out below, in accordance with the *pricing tables* for the relevant *service*.
- (d) Any included value that you may be entitled to expires at the end of each month and is not refundable or transferable, even at account closure.

12.4 Eligible Calls and Pricing Plans

Table 1 below indicates whether a particular call type is an 'eligible call' which counts towards the cap and *minimum monthly charge* of your selected Plan.

Table 2 below contains details of each Plan.

Table 3 below contains details of international calling rates for each Plan.

Table 1

Call Type	Eligible Call
-----------	---------------

National Voice Calls	Yes
National Video Calls	Yes
National and International Text	Yes
National and International Photos	Yes
International Calls (video and voice)	Yes
13 Numbers (except Customer Service)	Yes
Pagemail Diversions	Yes
Globetrotting	No
Premium SMS	No
Virgin Vibe*	No
12, 18, 19 Numbers	No
124Red Directory Assistance-124733	No
Other special numbers (eg DUI, SOS)	No
Insurance	No
Handset Payments	No
Satellite Calls	Yes
Virgin Mobile Customer Service	No

*Virgin Vibe requires WAP compatible handsets. The Apple iPhone does not support WAP. If you use this service, you may be charged for it, even if you do not access the WAP site you are attempting to access.

Table 2

Plan	Free To V Cap 70 Plan	Free To V Cap 100 Plan
Minimum Monthly Spend	\$70	\$100
Monthly included value	\$520	\$520
Monthly included mobile data	1GB	5GB
Minimum total cost over 24 months	\$1680	\$2400
Billing interval(s)	30 secs	30 secs

Standard call rate / per 30 sec	\$0.40	\$0.40
V2V voice calls / per 30 sec	Free	Free
V2V video call rate / per 30 sec	\$0.40	\$0.40
Standard Flagfall	\$0.40	\$0.40
V2V voice Flagfall	Free	Free
V2V video Flagfall	\$0.40	\$0.40
Standard SMS	\$0.25	\$0.25
V2V SMS	Free	Free
International SMS	\$0.35	\$0.35
Standard MMS	\$0.60	\$0.60
V2V MMS	\$0.60	\$0.60
Data Rate \$/kb	\$0.002	\$0.002

Table 3

Mobile International	
Billing interval (s)	30 secs
Flagfall	\$0.40
International group 1* /min	\$1.60
International group 2* /min	\$1.80
International group 3*/min	\$2.60
International group 4* /min	\$3.40

*see Appendix I for a list of countries in each group.

12.5 What happens if the *service* is *cancelled* early

- (a) If the *service* is *cancelled* before the expiry of the *minimum term*, other than under clause 11.1(a) or 11.1(b) of the *general terms* you will be required to pay *us*:
- (i) any usage charges incurred up to, and including, the *cancellation date*; plus
 - (ii) the *premature evacuation fee* set out in paragraph (c) below; plus
 - (iii) the sum of unpaid *equipment charges* owing on *your mobile phone* under the *equipment payment plan* (if any).
- (b) If the *service* is *cancelled* before the expiry of the *minimum term* under clause 11.1(a) or 11.1(b) of the *general terms*, you will be required to pay *us*:
- (i) any usage charges incurred up to, and including, the *cancellation date*; plus
 - (ii) the sum of unpaid *equipment charges* owing on *your mobile phone* under the *equipment payment plan* (if any).
- (c) The *premature evacuation fee* is calculated as a fixed amount of \$250 if the *service* is *cancelled* during the first 6 months of the *minimum term*.

12.6 Other things you need to know

- (a) The iPhone settings mean some services are not available, including the Virgin Vibe, MMS and WAP. If you use these services, you may be charged for them, even if you do not send or receive the MMS or access the WAP site or use other service you are attempting to access such as the Virgin Vibe.
- (b) A *network locking removal fee* of \$80 applies to *mobile phones* supplied under an *equipment payment plan* during the first 12 months of any Virgin Mobile iPhone Plan.

13 PHONE ON US FREE TO V PLANS

13.1 Eligibility

Customers cannot connect or transfer to these Phone on Us Free to V Plans from 19 December 2008.

13.2 Minimum term

- (a) You must agree to either a *non-fixed length agreement* or a *fixed length agreement* with a 24 month *minimum term*.
- (b) You may purchase a *mobile phone* with a 24 month *equipment term* under an *equipment payment plan*. As long as you pay the *minimum monthly spend* and comply with the terms of *your pricing plan*, we will pay all *equipment charges* owing on *your mobile phone* (see Appendix C).

13.3 What you have to pay us

- (a) Subject to the following paragraphs you must pay us for use of the *service* at the rates set out in Section 1 of this *pricing table* and for *value added service features* at the rates set out in Appendix A – Service Features.
- (b) Tables 1, 2 and 3 below set out the charges that apply and the included value per month for the Phone On Us Free to V Plans.
- (c) Each month you must pay:
 - (i) a *minimum monthly charge* (which includes a value of included calls). You must pay this *minimum monthly charge* even if you do not make calls from the relevant *services* to reach the total value of included value for each *service*;
 - (ii) charges for all non-eligible calls and other services you use based on the standard charges for each relevant service as set out in the *pricing tables* for each relevant service;
 - (iii) any *equipment charges* payable for equipment you have purchased from us;
 - (iv) charges for all eligible calls made over the amount of included value for the relevant *service* at the rates set out below or where not set out below, in accordance with the *pricing tables* for the relevant *service*.
- (d) Any included value that you may be entitled to expires at the end of each month and is not refundable or transferable, even at account closure.

13.4 Eligible Calls and Pricing Plans

Table 1 below indicates whether a particular call type is an 'eligible call' which counts towards the included value of your selected Phone On Us Free to V Plan.

Table 2 below contains details of each Phone On Us Free to V Plan.

Table 3 below contains details of international calling rates for each Phone On Us Free to V Plan.

Table 1

Call Type	Eligible Call
National Voice Calls	Yes
National Video Calls	Yes
National and International Text	Yes
National and International Photos	Yes
International Calls (voice & video)	Yes
13 Numbers (except Customer Service)	Yes
Pagemail Diversions	Yes
Globetrotting	No
Premium SMS	No
Virgin Vibe	No
12, 18, 19 Numbers	No
124Red Directory Assistance-124733	No
Other special numbers (eg DUI, SOS)	No
Insurance	No
Handset Payments	No
Satellite Calls	Yes
Virgin Mobile Customer Service	No

Table 2

Plan	POU 15 DIRECT	POU 20 Free to V	POU 30 Free to V	POU 45 Free to V	POU 65 Free to V
Monthly Minimum Spend	\$15	\$20	\$30	\$45	\$65
Monthly included value	\$15	\$20	\$30	\$45	\$65
Minimum total cost over 24 months	\$360	\$480	\$720	\$1,080	\$1,560
Billing interval (s)	30 secs	30 secs	30 secs	30 secs	30 secs
Standard call rate /	\$0.45	\$0.45	\$0.40	\$0.35	\$0.30

per 30 sec					
V2V voice calls / per 30 sec	\$0.45	free	free	free	free
V2V video call rate / per 30 sec	\$0.45	\$0.45	\$0.40	\$0.35	\$0.30
Standard Flagfall	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
V2V voice Flagfall	\$0.40	free	free	free	free
V2V video Flagfall	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
Standard SMS	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
V2V SMS	free	free	free	free	free
Standard MMS	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60
V2V MMS	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60

Table 3

Mobile International	
Billing interval (s)	30 secs
Flagfall	\$0.40
International group 1* /min	\$0.80
International group 2* /min	\$1.00
International group 3*/min	\$1.80
International group 4* /min	\$2.60

*see Appendix I for a list of countries in each group.

13.5 What happens if the *service is cancelled early*?

- (a) If the *service is cancelled* before the expiry of the *minimum term*, other than under clause 11.1(a) or 11.1(b) of the *general terms* you will be required to pay *us*:
 - (i) any usage charges incurred up to, and including, the *cancellation date*; plus
 - (ii) the *premature evacuation fee* set out in paragraph (c) below; plus
 - (iii) the sum of unpaid *equipment charges* owing on *your mobile phone* under the *equipment payment plan* (if any).

- (b) If the *service is cancelled* before the expiry of the *minimum term* under clause 11.1(a) or 11.1(b) of the *general terms*, you will be required to pay *us*:
 - (i) any usage charges incurred up to, and including, the *cancellation date*; plus
 - (ii) the sum of unpaid *equipment charges* owing on *your mobile phone* under the *equipment payment plan* (if any).

- (c) The *premature evacuation fee* is calculated as a fixed amount of \$250 if the *service is cancelled* during the first 6 months of the *minimum term*.

14 VIRGIN MOBILE TOPLESS PLANS

14.1 Eligibility

Customers cannot connect or transfer to these Topless Plans from 19 December 2008.

14.2 Minimum term

- (a) You must agree to either a *non-fixed length agreement* or a *fixed length agreement* as follows:

<i>Pricing Plan</i>	<i>fixed-length agreement</i>	<i>non-fixed length agreement</i>	<i>minimum term</i>
Topless \$99	No	Yes	Not applicable – month to month <i>agreement</i>
Topless \$115	Yes	No	24 months

- (b) The Topless \$115 plan is only available when you purchase a *mobile phone* (from the range available on this plan) with a 24 month *equipment term* under an *equipment payment plan*.

14.3 What you have to pay us

- (a) Subject to the following paragraphs you must pay us for use of the *service* at the rates set out in Section 1 of this *pricing table* and for *value added service features* at the rates set out in Appendix A -Value Added Service Features).
- (b) Tables 1, 2 and 3 below set out the charges that apply to the Topless Plans.

- (c) Each month *you* must pay:
 - (i) a *minimum monthly charge* (which provides you with an unlimited amount of eligible calls and a value of included data for each plan). *You* must pay this *minimum monthly charge* even if *you* do not make calls from the eligible *services* or use the relevant *services* to reach the total value of included data;
 - (ii) charges for all non-eligible calls and other services *you* use based on the standard charges for each relevant service as set out in the *pricing tables* for each relevant service;
 - (iii) in respect of the Topless \$115 plan, *equipment charges* payable for equipment *you* have purchased from *us*;
 - (iv) charges for data made over the amount of included data for the relevant *service* will be charged at the rates set out below or where not set out below, in accordance with the *pricing tables* for the relevant *service*.
- (d) The Virgin Mobile Fair Use Policy applies to *your* usage while on the Topless Plans. Please refer to Appendix B.
- (e) Any included value of data that *you* may be entitled to:
 - (i) applies to downloads and uploads of data on *your service*; and
 - (ii) expires at the end of each month and is not refundable or transferable, even at account closure.

14.4 Eligible Calls and Pricing Plans

Table 1 below indicates whether a particular call type is an 'eligible call'.

Table 2 below contains details of each Topless Plan.

Table 3 below contains details of international calling rates for each Topless Plan.

Table 1

Call Type	Eligible Call
National Voice Calls	Yes
National Video Calls	Yes
National Text	Yes
International Text	No
National MMS	Yes
International MMS	No
International Calls (video and voice)	No
13 Numbers (except Customer Service)	Yes
1800 Numbers	No
Pagemail Diversions	No
Globetrotting	No
Premium SMS	No
Virgin Vibe	No
12, 18, 19 Numbers	No
124Red Directory Assistance- 124733	No
Other special numbers (eg DUI, SOS)	No
Rave Rate	No
Insurance	No
Satellite Calls	No
Virgin Mobile Customer Service	No

Table 2

Plan	\$99 Topless BYO	\$115 Topless
Agreement Term	Non-fixed Length – month to month	24 Months
Minimum Monthly Spend	\$99	\$115 (\$99 <i>minimum monthly spend + \$16 monthly equipment charge payable under equipment payment plan</i>)
Monthly included mobile data allowance	1 GB	1 GB
Minimum total cost over 24 months	n/a	\$2,760
Billing interval(s)	30 secs	30 secs
Standard call rate / per 30 sec	\$0.00	\$0.00
V2V video call rate / per 30 sec	\$0.00	\$0.00
Standard Flagfall	\$0.00	\$0.00
V2V video Flagfall	\$0.00	\$0.00
Standard SMS	\$0.00	\$0.00
International SMS	\$0.35	\$0.35
Standard MMS	\$0.00	\$0.00
International MMS	\$0.60	\$0.60
Data Rate \$/kb	\$0.002	\$0.002

Table 3

Mobile International	
Billing interval (s)	30 secs
Flagfall	\$0.40
International group 1* /min	\$0.80
International group 2* /min	\$1.00
International group 3*/min	\$1.80
International group 4* /min	\$2.60

*see Appendix I for a list of countries in each group.

14.5 What happens if the service is cancelled early (Topless \$115 plan only)

- (a) If the *service* is *cancelled* before the expiry of the *minimum term*, other than under clause 11.1(a) or 11.1(b) of the *general terms* you will be required to pay *us*:
- (i) any usage charges incurred up to, and including, the *cancellation date*; plus
 - (ii) the *premature evacuation fee* set out in paragraph (c) below; plus
 - (iii) the sum of unpaid *equipment charges* owing on *your mobile phone* under the *equipment payment plan*.
- (b) If the *service* is *cancelled* before the expiry of the *minimum term* under clause 11.1(a) or 11.1(b) of the *general terms*, you will be required to pay *us*:
- (i) any usage charges incurred up to, and including, the *cancellation date*; plus
 - (ii) the sum of unpaid *equipment charges* owing on *your mobile phone* under the *equipment payment plan* (if any).
- (c) The *premature evacuation fee* is calculated as a fixed amount of \$250 if the service is *cancelled* during the first 6 months of the *minimum term*.

15 VIRGIN MOBILE \$39 PLAN

15.1 Eligibility

Customers cannot connect or transfer to this \$39 Plan from 19 December 2008.

15.2 Minimum term

- (a) You must agree to enter into a *fixed length agreement* to connect to the Virgin Mobile \$39 *pricing plan*.
- (b) A 24 month *minimum term* applies to the Virgin Mobile \$39 *pricing plan*.

15.3 What you have to pay us

- (a) Subject to the following paragraphs you must pay us for use of the *service* at the rates set out in Section 1 of this *pricing table* and for *value added service features* at the rates set out in Appendix A – Service Features.
- (b) Tables 1, 2 and 3 below set out the charges that apply and the included value per month for the Virgin Mobile \$39 Plan.
- (c) Each month you must pay:
 - (i) a *minimum monthly charge* (which includes a value of included calls). You must pay this *minimum monthly charge* even if you do not make calls from the relevant *services* to reach the total value of included value for each *service*;
 - (ii) charges for all non-eligible calls and other services you use based on the standard charges for each relevant service as set out in the *pricing tables* for each relevant service;
 - (iii) any *equipment charges* payable for equipment you have purchased from us;
 - (iv) charges for all eligible calls made over the amount of included value for the relevant *service* at the rates set out below or where not set out below, in accordance with the *pricing tables* for the relevant *service*.
- (d) Any included value that you may be entitled to expires at the end of each month and is not refundable or transferable, even at account closure.

15.4 Eligible Calls and Pricing Plans

Table 1 below indicates whether a particular call type is an 'eligible call' which counts towards the included value of *your pricing plan*.

Table 2 below contains details of the Virgin Mobile \$39 Plan.

Table 3 below contains details of international calling rates for the Virgin Mobile \$39 Plan.

Table 1

Call Type	Eligible Call
National Voice Calls	Yes
National Video Calls	Yes
National and International Text	Yes
National and International Photos	Yes
International Calls	Yes
13 Numbers (except Customer Service)	Yes
Pagemail Diversions	Yes
Globetrotting	No
Premium SMS	No
Virgin Vibe	No
12, 18, 19 Numbers	No
124Red Directory Assistance-124733	No
Other special numbers (eg DUI, SOS)	No
Rave Rate	Yes
Insurance	No
Handset Payments	No
Satellite Calls	Yes
Virgin Mobile Customer Service	No

Table 2

Plan	Virgin Mobile 39
Monthly Minimum Spend	\$39
Monthly included value	\$39
Minimum total cost over 24 months	\$936
Billing interval (s)	30 secs
Standard call rate / per 30 sec	\$0.37
V2V voice & video calls / per 30 sec	\$0.025
Flagfall (all voice and video calls)	\$0.28
Standard SMS	\$0.25
V2V SMS	\$0.05
Standard MMS	\$0.60
V2V MMS	\$0.25

Table 3

Mobile International	
Billing interval (s)	30 secs
Flagfall	\$0.25
International group 1* /min	Standard call rates
International group 2* /min	\$1.00
International group 3*/min	\$1.80
International group 4* /min	\$2.60

*see Appendix I for a list of countries in each group.

15.5 What happens if the *service* is *cancelled early*?

- (a) If the *service* is *cancelled* before the expiry of the *minimum term*, other than under clause 11.1(a) or 11.1(b) of the *general terms* you will be required to pay *us*:
 - (i) any usage charges incurred up to, and including, the *cancellation date*; plus
 - (ii) the *premature evacuation fee* set out in paragraph (c) below; plus
 - (iii) the sum of unpaid *equipment charges* owing on *your mobile phone* under the *equipment payment plan* (if any).

- (b) If the *service* is *cancelled* before the expiry of the *minimum term* under clause 11.1(a) or 11.1(b) of the *general terms*, you will be required to pay us:
 - (i) any usage charges incurred up to, and including, the *cancellation date*; plus
 - (ii) the sum of unpaid *equipment charges* owing on *your mobile phone* under the *equipment payment plan* (if any).
- (c) The *premature evacuation fee* is calculated as a fixed amount of \$250 if the service is *cancelled* during the first 6 months of the *minimum term*.