

APPENDIX C

VIRGIN MOBILE

EQUIPMENT PAYMENT PLAN

(ALSO KNOWN AS *PHONE INSTALMENT PLAN*)

In this appendix, a reference to *equipment* includes, without limitation, a *mobile phone* and other mobile equipment including a *mobile phone* car kit, a voice and data handset and a data only handset and an accessory or modem to facilitate connecting a PC to *our network*.

- (a) *You* may purchase a *mobile phone* and other mobile accessories from *us* or a participating agent by paying *us* the full purchase price for that equipment.
- (b) If *you* are an approved customer* *we* will allow *you* to pay for the cost of a *mobile phone* *you* purchase from *us* or a participating agent in monthly instalments over a specified period (***equipment term***). This offer is known as the ***phone instalment plan***.

*To be an approved customer *you* will need to meet *our* credit requirements and meet the eligibility requirements of the *pricing plan* *you* wish to connect to.

- (c) The *phone instalment plan* is only available **on condition that** *you* connect the *mobile phone* to the *service* on an approved *pricing plan*.
- (d) Different *phone instalment plans* are available depending on the *mobile phone* *you* choose and the approved *pricing plan* *you* connect to.
- (e) Details of the *phone instalment plans* and approved *pricing plans* vary from time to time and are available from *us* and *our* participating agents.
- (f) Depending on *your pricing plan*:
 - (i) *you* may have to pay the full cost of *your equipment* (that is, all *equipment charges* owing on *your mobile phone* and related equipment) under *your phone instalment plan* by paying *us* monthly instalments by the due date in the bills *we* send *you*.
 - (ii) With some postpaid *pricing plans*
 - (A) so 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* (except any upfront instalments which must be paid in addition to the monthly cost

of *your pricing plan*). You won't have any additional payments for *your mobile phone* so long as you pay the *minimum monthly spend* and comply with the terms of *your pricing plan*.

- (B) so long as you stay connected to and comply with the terms of *your pricing plan*, we will pay some of *your equipment charges* owing on *your mobile phone* and you will have to pay the remaining *equipment charges* owing on *your mobile phone* under *your phone instalment plan* by paying us monthly instalments by the due date in the bills we send you. If you change *your pricing plan* or upgrade *your mobile phone* or cancel *your service*, you will have to pay the balance of the full postpaid price of *your mobile phone*.
- (g) You must pay any monthly *equipment charges* to us by the due date in the bills we send you for the *equipment term*. The *equipment term* for *your phone instalment plan* will be set out in *your application* or in the promotional material applicable to the *pricing plan* you connect to.
- (h) If the *service is cancelled* before the expiry of the *minimum term*, or within 6 months from the *service start date* of the *minimum term*, other than under clauses 2A.6(b), 2A.6(d) or 2A.7(b) of the *general terms*, you will be required to pay us:
- (i) *your usage charges* or *minimum monthly spend* (incurred to the date on which you notify us you wish to *cancel the service*); plus
 - (ii) the *cancellation fee* payable under *your agreement* (if any); plus
 - (iii) the sum of unpaid *equipment charges* owing on *your mobile phone* under this *phone instalment plan* (if any).
- (i) If the *service is cancelled* before the expiry of the *minimum term* under clauses 2A.6(b), 2A.6(d) or 2A.7(b) of the *general terms*, you will be required to pay us:
- (i) *your usage charges* or *minimum monthly spend* (incurred to the date on which you notify us you wish to *cancel the service*); plus
 - (ii) the sum of unpaid *equipment charges* owing on *your mobile phone* under this *phone instalment plan* (if any).
- (j) If the *service is cancelled* after the expiry of the *minimum term*, but before the expiry of the *equipment term*, you will be required to pay us the sum of unpaid *equipment charges* owing on *your mobile phone* under this *phone instalment plan* (if any).

- (k) *You will own the mobile phone from when you receive it. Risk in the mobile phone passes to you 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.*
- (l) *You must use the mobile phone for your own personal or business purposes and must not resupply the mobile phone to anyone else (other than your personnel) unless agreed by us in writing.*
- (m) *Certain models of mobile phones are programmed to only operate using your Virgin Mobile SIM card or Virgin Mobile network. Those models can be reprogrammed to operate on other networks or using another SIM card. To reprogram your mobile phone, call us on 1300 555 100. We will provide you with a reprogramming code, usually but not always within 5 business days, provided if you have chosen the pre-paid option, you have recharged (or topped up) the mobile phone you want reprogrammed with the amount specified by us from time to time.*
- (n) *From time to time, we may offer you an option to upgrade your mobile phone. We may require you to pay any remaining phone instalments if you are still within the minimum term of your agreement.*