

**POST-PAID MOBILE BROADBAND
PRICING PLAN**

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1 ABOUT THIS PRICING PLAN

- (a) 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.
- (b) The *pricing plans* that we offer to new customers are contained in the *pricing table – current offers*. If you cannot find the name of your *pricing plan* in this section, you should refer to *pricing plan – current offers* or you can call us for more information.
- (c) This *pricing table*, together with:
 - (i) *your application*;
 - (ii) the *general terms* as applicable to you;
 - (iii) the *service description*;
 - (iv) the *dictionary*, and
 - (v) the *appendices*,
 forms *your agreement*.
- (d) You may obtain a copy of the latest version of the above documents on our website: www.virginbroadband.com.au or from us on request.
- (e) Where you may be charged a fee, then this fee is set out in this *pricing table*. Please check this *pricing table* carefully to see what fees apply to your use of the *service*.
- (f) The meaning of the words printed *in italics like this* is set out in the *dictionary*.

2 MOBILE BROADBAND \$39 with 5GB

2.1 Eligibility:

- (a) The Mobile Broadband \$39 with 5GB *pricing plan* is available from 5 February 2009 to 5 April 2009 and is only available to you if you:
 - (i) are a credit approved, residential customer;
 - (ii) are in a 3G/HSPA enabled areas. In areas where there is no HSPA coverage you will automatically connect to our 3G or GPRS network at reduced speeds. See www.virginbroadband.com.au/coverage to check coverage.

2.2 Is it a *fixed-length agreement*?

- (a) If we supply you with a USB modem for use with *our service*:
 - (i) you must connect to the Mobile Broadband \$39 with 5GB plan for a *minimum* term of 24 months.

- (ii) the *agreement* is a *fixed-length agreement*.
 - (iii) you cannot change to a *rate plan* with a lower *monthly plan charge*.
- (b) From 5 February 2009 to 5 April 2009, if you BYO modem you can purchase a *starter pack* and have no *minimum term*. The agreement is a *non fixed-length agreement*.

2.3 What you have to pay us

- (a) Table 1 below sets out the charges that apply and the included value per month for the Mobile Broadband \$39 with 5GB plan.
- (b) Each month on the Mobile Broadband \$39 with 5GB plan, you must pay:
 - (i) \$39 per month;
 - (ii) You must pay \$39 per month even if you do not use the service.
- (c) There are no excess usage charges;
- (d) There are no excess roaming charges (Broadband is only available in 3G Broadband (HSDPA) enabled areas as defined at www.virginbroadband.com.au/coverage to check coverage. In areas where there is no HSDPA coverage you will automatically connect to our 3G or GPRS network at reduced speeds, if appropriate network coverage is available. There is no coverage outside Australia);
- (e) Your data allowance applies to downloads and uploads of data on your service.
- (f) The *Acceptable Use Policy* applies to your use of the service. Please refer to *Appendix D*.
- (g) Data usage that counts towards your stated pricing plan monthly data allowance includes data allowance data transfers.
- (h) If you exceed your monthly data allowance of 5GB, your access to the service will be speed limited to 128kbps. If you exceed 5.25Kbps, your service will be unavailable until the end of your monthly usage period. With notice we may cancel the service if we believe it's being used for continuous downloading, or if your use is so heavy it impacts our ability to provide the service to other users. Please refer to the *Acceptable Use Policy (Appendix D)* for further information.
- (i) You may purchase up to 3 data top-ups per month.
- (j) Note that in all cases Peer 2 Peer data transfers will be speed limited to 32kbps.
- (k) Any unused data allowance is forfeited at the end of each usage period.

2.4 What happens if the service is cancelled early?

- (a) Subject to *your* rights under clause 2A of the general terms, *you* will be required to pay *us*:
- (i) any usage charges incurred up to, and including, the *cancellation date*;
 - (ii) if the *agreement* is a *fixed-length agreement* and the *service* is cancelled during the first 6 months of the *minimum term* an Early Termination Charge of \$250 will be charged;
 - (iii) the sum of unpaid *equipment charges* owing on *your service*. *Equipment charges* will be calculated as follows: *You* will be charged the Post Paid Price (PPP) for the *modem* divided by 24 times each month remaining of *your minimum term*, pro-rated for any part months remaining (so if *you* have 8.5 months remaining of *your minimum term*, and the PPP is \$192 *you* will be charged $\$192/24 = \$8 \times 8.5 = \$68$).

2.5 Charges

Table 1

Plan Name	Monthly Plan Charge	Term	Data	Modem included
Mobile Broadband \$39 with 5GB	\$39	24 months	5GB	Yes
BYO Mobile Broadband 5GB	\$39	No Commitment	5GB	No

3 OTHER CHARGES

3.1 *Roaming charges*

International Roaming is not available on the Mobile Broadband service.

3.2 **Repairing and replacing equipment**

If we need to repair or replace any of the equipment that *you* have purchased from *us*, outside the *warranty period*, we may, subject to *our* obligations under the *statutory warranties*, charge *you* the cost of repair or the replacement cost.

The replacement cost of modems used in connection with the *service* is as follows:

	Replacement Cost
USB Modem	\$192

3.3 **Late Or Non-Payment Fees And Charges**

- (a) If *you* do not pay all amounts *you* owe *us* by the date the payment is due, we may charge *you* a late fee of \$5.
- (b) Before we charge *you* a late fee, we will remind *you* on *your* bill (and/or otherwise) that *you* have not paid all amounts *you* owe *us* by the date that payment was due.

3.4 **Replacing *your* SIM Card**

If *you* require a replacement *SIM Card*, *you* will need to contact Customer Service.

3.5 **Change of Account Holder Fee**

If we agree to let *you* change the name on *your* account by assigning *your* rights under this *agreement* we may charge *you* a \$15.00 fee for processing this change.

3.6 **Copy of Back Bills**

If *you* ask *us* for another copy of one of *your* bills we may charge *you* \$5.50 per copy.

3.7 **Payment Dishonour Charges**

- (a) We may charge *you* a dishonour fee of \$10 if *your* payment by direct debit is dishonoured by *your* nominated financial institution or credit provider.
- (b) We may also charge *you* a dishonour fee of \$10 if *you* pay *us* by cheque and the payment is dishonoured by *your* financial institution.
- (c) This fee is in addition to any fees that *your* financial institution or credit provider may charge *you*.