

## VIRGIN MOBILE - POST-PAID MOBILE SERVICE

### PRICING TABLE

#### SECTION 2 - CURRENT OFFER PRICING PLANS FOR CUSTOMERS

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## 1 ABOUT THIS SECTION

- (a) This is Section 2 of the *pricing table* for the *Virgin Mobile Post-paid service*.
- (b) This section contains the *pricing plans* that we currently offer to new customers.
- (c) If you cannot find the name of your *pricing plan* in this section, you should refer to Section 3 of this *pricing table* as it contains *pricing plans* that we do not currently offer to new customers. You can also 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 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 YOUR CAP PLANS

### 2.1 Eligibility

(a) The Your Cap 20, 45, 75 & 95 Plans are available from 1 March 2009 and the Your Cap 29 Plan is available:

- (i) from 26 April 2009;
- (ii) from 1 April 2009 for customers to purchase online at <https://www.virginmobile.com.au/shop/>

to approved new and existing customers connecting to the *service* on the following terms:

(b) If *you* are an existing customer *you* may only transfer to the Your Cap Plans with *our* approval\* and if *your* current *agreement* for the *service* is a:

- (i) *non-fixed length agreement*, or
- (ii) *fixed-length agreement* with less than 3 months of the *minimum term* remaining.

\* When considering whether to approve *your* application to transfer from an existing *agreement* we will take into account *your* credit history on *your* existing *agreement* and undertake *our* standard credit checks for the Your Cap Plan *you* wish to connect to.

### 2.2 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*.

### 2.3 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 Your 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.

## 2.4 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 Your Cap Plan.

Table 2 below contains details of each Your Cap Plan.

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

**Table 1**

<b>Call Type</b>	<b>Eligible Call</b>
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 content	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	No
Virgin Mobile Customer Service	No
Calls to national or international GSM mobile services that then divert / switch or re-route to an overseas number or premium rated number at no additional charge.	No

Table 2

Plan	Post-Paid Your Cap 20	Post-Paid Your Cap 29	Post-Paid Your Cap 45	Post-Paid Your Cap 75	Post-Paid Your Cap 95
Minimum Monthly Spend	\$20	\$29	\$45	\$75	\$95
Monthly included value	\$50	\$150	\$320	\$650	\$850
Monthly included mobile data allowance	5 MB	20 MB	50 MB	50 MB	50 MB
Minimum total cost over 24 months	\$480	\$696	\$1,080	\$1,800	\$2,280
Billing interval(s)	30 secs	30 secs	30 secs	30 secs	30 secs
Standard call rate / per 30 sec	\$0.45	\$0.45	\$0.45	\$0.45	\$0.45
V2V voice calls / per 30 sec*	free	free	free	free	free
V2V video call rate / per 30 sec	free	free	free	Free	free
Standard Flagfall	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
V2V voice Flagfall	free	free	free	Free	free
V2V video Flagfall	free	free	free	Free	free
Standard SMS	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
V2V SMS*	free	free	free	free	free
International SMS	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35
Standard MMS	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60
V2V MMS	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60

\* To Virgin Mobile numbers only, excludes commercial use (see Appendix B – Fair Use Policy). All rates apply in Oz.

Table 3

Mobile International	
Billing interval (s)	30 secs
Flagfall	\$0.40
International group 1* /min	\$1.80
International group 2* /min	\$2.00
International group 3*/min	\$2.80
International group 4* /min	\$3.60

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

## 2.5 What happens if the service is cancelled early

- (a) If the *service* is *cancelled* before the expiry of the *minimum term* 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*, 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*.

### 3 VIRGIN MOBILE BYO YOUR CAP PLANS

#### 3.1 Eligibility

- (a) The BYO Your Cap 20, 45, 75 & 95 Plans are available from 1 March 2009 and the BYO Your Cap 29 Plan is available:
- (i) from 26 April 2009;
  - (ii) from 1 April 2009 for customers to purchase online at <https://www.virginmobile.com.au/shop/>

to approved new and existing customers connecting to the *service* on the following terms:

- (b) If *you* are an existing customer *you* may only transfer to the BYO Your Cap Plans with *our* approval\* and if *your* current *agreement* for the *service* is a *non-fixed length agreement*.

\* When considering whether to approve *your* application to transfer from an existing *agreement* we will take into account *your* credit history on *your* existing *agreement* and undertake *our* standard credit checks for the BYO Your Cap Plan *you* wish to connect to.

#### 3.2 Minimum term

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

#### 3.3 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 BYO Your 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.

#### 3.4 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 BYO Your Cap Plan.

Table 2 below contains details of each BYO Your Cap Plan.

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

**Table 1**

<b>Call Type</b>	<b>Eligible Call</b>
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 content	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	No
Virgin Mobile Customer Service	No
Calls to national or international GSM mobile services that then divert / switch or re-route to an overseas number or premium rated number at no additional charge	No

Table 2

Plan	Post-Paid BYO Your Cap 20	Post-Paid BYO Your Cap 29	Post-Paid BYO Your Cap 45	Post-Paid BYO Your Cap 75	Post-Paid BYO Your Cap 95
<b>Minimum Monthly Spend</b>	\$20	\$29	\$45	\$75	\$95
<b>Monthly included value</b>	\$60	\$180	\$385	\$780	\$1020
<b>Monthly included mobile data allowance</b>	5 MB	20 MB	50 MB	50 MB	50 MB
<b>Billing interval(s)</b>	30 secs	30 secs	30 secs	30 secs	30 secs
<b>Standard call rate / per 30 sec</b>	\$0.45	\$0.45	\$0.45	\$0.45	\$0.45
<b>V2V voice calls / per 30 sec*</b>	free	free	free	free	free
<b>V2V video call rate / per 30 sec</b>	free	free	free	free	free
<b>Standard Flagfall</b>	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
<b>V2V voice Flagfall</b>	free	free	free	free	free
<b>V2V video Flagfall</b>	\$0.40	\$0.40	\$0.40	\$0.40	\$0.40
<b>Standard SMS</b>	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
<b>V2V SMS*</b>	free	free	free	free	free
<b>International SMS</b>	\$0.35	\$0.35	\$0.35	\$0.35	\$0.35
<b>Standard MMS</b>	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60
<b>V2V MMS</b>	\$0.60	\$0.60	\$0.60	\$0.60	\$0.60

\* To Virgin Mobile numbers only, excludes commercial use (see Appendix B – Fair Use Policy). All rates apply in Oz.

Table 3

<b>Mobile International</b>	
<b>Billing interval (s)</b>	30 secs
<b>Flagfall</b>	\$0.40
<b>International group 1* /min</b>	\$1.80
<b>International group 2* /min</b>	\$2.00
<b>International group 3*/min</b>	\$2.80
<b>International group 4* /min</b>	\$3.60

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

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

- (a) If the *service* is *cancelled* before the expiry of the *minimum term*, you will be required to pay *us* any usage charges incurred up to, and including, the *cancellation date*.

## 4 VIRGIN MOBILE YOUR INTERNET CAP PLANS

### 4.1 Eligibility

- (a) The Your Internet Cap 34, 50, 80 & 100 Plans are available from 24 June 2009 to approved new and existing customers connecting to the service on the following terms:
- (b) If *you* are an existing customer *you* may only transfer to the Your Internet Cap Plans with *our* approval\* and if *your* current *agreement* for the *service* is a:
  - (i) *non-fixed length agreement*; or
  - (ii) *fixed-length agreement* with less than 3 months of the *minimum term* remaining.

\* When considering whether to approve *your* application to transfer from an existing *agreement* we will take into account *your* credit history on *your* existing *agreement* and undertake *our* standard credit checks for the Your Internet Cap Plan *you* wish to connect to.

### 4.2 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*.

### 4.3 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 Your Internet 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.

#### 4.4 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 Your Internet Cap Plan.

Table 2 below contains details of each Your Internet Cap Plan.

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

**Table 1**

<b>Call Type</b>	<b>Eligible Call</b>
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 content	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	No
Virgin Mobile Customer Service	No
Calls to national or international GSM mobile services that then divert / switch or re-route to an overseas number or premium rated number at no additional charge.	No

**Table 2**

Plan	Post-Paid Your Internet Cap 34	Post-Paid Your Internet Cap 50	Post-Paid Your Internet Cap 80	Post-Paid Your Internet Cap 100
Minimum Monthly Spend	\$34	\$50	\$80	\$100
Monthly included value	\$150	\$320	\$650	\$850
Monthly included mobile data allowance	300 MB	300 MB	300 MB	300 MB
Minimum total cost over 24 months	\$816	\$1,200	\$1,920	\$2,400
Billing interval(s)	30 secs	30 secs	30 secs	30 secs
Standard call rate / per 30 sec	\$0.45	\$0.45	\$0.45	\$0.45
V2V voice calls / per 30 sec*	free	free	free	free
V2V video call rate / per 30 sec	free	free	Free	free
Standard Flagfall	\$0.40	\$0.40	\$0.40	\$0.40
V2V voice Flagfall	free	free	Free	free
V2V video Flagfall	free	free	Free	free
Standard SMS	\$0.25	\$0.25	\$0.25	\$0.25
V2V SMS*	free	free	free	free
International SMS	\$0.35	\$0.35	\$0.35	\$0.35
Standard MMS	\$0.60	\$0.60	\$0.60	\$0.60
V2V MMS	\$0.60	\$0.60	\$0.60	\$0.60

\* To Virgin Mobile numbers only, excludes commercial use (see Appendix B – Fair Use Policy). All rates apply in Oz.

**Table 3**

Mobile International	
Billing interval (s)	30 secs
Flagfall	\$0.40
International group 1* /min	\$1.80
International group 2* /min	\$2.00
International group 3*/min	\$2.80
International group 4* /min	\$3.60

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

#### 4.5 What happens if the *service* is *cancelled early*

- (a) If the *service* is *cancelled* before the expiry of the *minimum term* 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*, 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*.

## 5 VIRGIN MOBILE BYO YOUR INTERNET CAP PLANS

### 5.1 Eligibility

- (a) The BYO Your Internet Cap 34, 50, 80 & 100 Plans are available from 24 June 2009 to approved new and existing customers connecting to the service on the following terms:
- (b) If *you* are an existing customer *you* may only transfer to the BYO Your Internet Cap Plans with *our* approval\* and if *your* current *agreement* for the *service* is a *non-fixed length agreement*.

\* When considering whether to approve *your* application to transfer from an existing *agreement* we will take into account *your* credit history on *your* existing *agreement* and undertake *our* standard credit checks for the BYO Your Internet Cap Plan *you* wish to connect to.

### 5.2 Minimum term

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

### 5.3 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 BYO Your Internet 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.

### 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 BYO Your Internet Cap Plan.

Table 2 below contains details of each BYO Your Internet Cap Plan.

Table 3 below contains details of international calling rates for BYO Your Internet Cap Plan.

**Table 1**

<b>Call Type</b>	<b>Eligible Call</b>
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 content	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	No
Virgin Mobile Customer Service	No
Calls to national or international GSM mobile services that then divert / switch or re-route to an overseas number or premium rated number at no additional charge	No

Table 2

Plan	Post-Paid BYO Your Internet Cap 34	Post-Paid BYO Your Internet Cap 50	Post-Paid BYO Your Internet Cap 80	Post-Paid BYO Your Internet Cap 100
Minimum Monthly Spend	\$34	\$50	\$80	\$100
Monthly included value	\$180	\$385	\$780	\$1020
Monthly included mobile data allowance	300 MB	300 MB	300 MB	300 MB
Billing interval(s)	30 secs	30 secs	30 secs	30 secs
Standard call rate / per 30 sec	\$0.45	\$0.45	\$0.45	\$0.45
V2V voice calls / per 30 sec*	free	free	free	free
V2V video call rate / per 30 sec	free	free	free	free
Standard Flagfall	\$0.40	\$0.40	\$0.40	\$0.40
V2V voice Flagfall	free	free	free	free
V2V video Flagfall	\$0.40	\$0.40	\$0.40	\$0.40
Standard SMS	\$0.25	\$0.25	\$0.25	\$0.25
V2V SMS*	free	free	free	free
International SMS	\$0.35	\$0.35	\$0.35	\$0.35
Standard MMS	\$0.60	\$0.60	\$0.60	\$0.60
V2V MMS	\$0.60	\$0.60	\$0.60	\$0.60

\* To Virgin Mobile numbers only, excludes commercial use (see Appendix B – Fair Use Policy). All rates apply in Oz.

Table 3

Mobile International	
Billing interval (s)	30 secs
Flagfall	\$0.40
International group 1* /min	\$1.80
International group 2* /min	\$2.00
International group 3*/min	\$2.80
International group 4* /min	\$3.60

\*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*, you will be required to pay *us* any usage charges incurred up to, and including, the *cancellation date*.

## 6 VIRGIN MOBILE FREE TO V CAP 70 & FREE TO V CAP 100 PLANS

### 6.1 Eligibility

The Free to V Cap 70 and Free to V Cap 100 Plans are available to approved new and existing customers connecting to the *service* on the following terms:

- (a) New credit approved customers, or existing customers, who purchase an Apple iPhone 3G *mobile phone* on a *fixed-length agreement*.
- (b) New customers on a *non-fixed length agreement* who confirm they own an Apple iPhone 3G *mobile phone* at the time of connection.
- (c) If *you* are an existing customer *you* may only transfer to Free To V Cap 70 or Free To V Cap 100 plans with *our* approval\* and if *your* current *agreement* for the *service* is a:
  - (i) *non-fixed length agreement*; or
  - (ii) *fixed-length agreement* with less than 3 months of the *minimum term* remaining.

\* When considering whether to approve *your* application to transfer from an existing *agreement* we will take into account *your* credit history on *your* existing *agreement* and undertake *our* standard credit checks for the plan *you* wish to connect to.

### 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 -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.

#### 6.4 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 content*	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	No
Virgin Mobile Customer Service	No
Calls to national or international GSM mobile services that then divert / switch or re-route to an overseas number or premium rated number at no additional charge	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*	free	free
Standard Flagfall	\$0.40	\$0.40
V2V voice Flagfall	free	free
V2V video Flagfall	free	free
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

\* To Virgin Mobile numbers only, excludes commercial use (see Appendix B – Fair Use Policy). All rates apply in Oz.

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.

## 6.5 What happens if the *service* is *cancelled early*

- (a) If the *service* is *cancelled* before the expiry of the *minimum term*, 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*, 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*.

## 6.6 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.

## 7 VIRGIN MOBILE TOPLESS PLANS

### 7.1 Eligibility

The Topless Plans are available to approved new and existing customers connecting to the *service* on the following terms:

- (a) If *you* are an existing customer *you* may only transfer to Topless Plans with *our* approval\* and if *your* current *agreement* for the *service* is a:
- (i) *non-fixed length agreement*, or
  - (ii) *fixed-length agreement* with less than 3 months of the *minimum term* remaining.

\* When considering whether to approve *your* application to transfer from an existing *agreement* we will take into account *your* credit history on *your* existing *agreement* and undertake *our* standard credit checks for the Topless Plan *you* wish to connect to.

### 7.2 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*.

### 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 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.

#### 7.4 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**

<b>Call Type</b>	<b>Eligible Call</b>
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 content	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
Calls to national or international GSM mobile services that then divert / switch or re-route to an overseas number or premium rated number at no additional charge	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</i> + \$16 <i>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.

**7.5 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*, 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*, 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 \$39 PLAN

### 8.1 Eligibility

- (a) You can only apply for this *pricing plan* through “Allphones”.
- (b) The Virgin Mobile \$39 *pricing plan* is available for new and existing connections to the *service*.
- (c) If you are an existing customer you may only transfer to the Virgin Mobile \$39 Plan with our approval\* and if your current *agreement* for the *service* is a:
  - (i) *non-fixed length agreement*; or
  - (ii) *fixed-length agreement* with less than 3 months of the *minimum term* remaining.

\* When considering whether to approve your application to transfer from an existing *agreement* we will take into account your credit history on your existing *agreement* and undertake our standard credit checks for the Virgin Mobile \$39 Plan.

### 8.2 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*.

### 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 – 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.

## 8.4 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 content	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	No
Virgin Mobile Customer Service	No
Calls to national or international GSM mobile services that then divert / switch or re-route to an overseas number or premium rated number at no additional charge	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.

### 8.5 What happens if the *service is cancelled early*?

- (a) If the *service is cancelled* before the expiry of the *minimum term*, 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*, 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 DATA SUBSCRIPTION PACKAGES

### 9.1 Eligibility

The Data Subscription Packages are only available to Virgin Mobile post-paid customers.

### 9.2 Is it a *fixed length agreement*?

- (a) The Data Subscription Package service is a monthly subscription service. It is a *non-fixed length agreement*.

### 9.3 What you have to pay us

- (a) Table 1 sets out the charges that apply to the data subscription package service.
- (b) Each month you must pay a *minimum monthly charge* (which includes a value of included data for each relevant plans). You must pay this *minimum monthly charge* even if you do not utilise the data subscription package service to reach the total value of included data).
- (c) Any included data 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 Pricing Plans

Table 1

Data plan / subscription	General	\$5 / 50MB	\$10 / 300MB	\$15/1GB
<b>Allowance Expiry period</b>	N/A	1 month (billing cycle)	1 month (billing cycle)	1 month (billing cycle)
<b>Data allowance rolls over?</b>	No	No	No	No
<b>Subscription cost</b>	\$0.00	\$5.00	\$10.00	\$15
<b>Included data</b>	0 MB	50 MB	300 MB	1GB
<b>Data rate outside allowance</b>	\$0.002	\$0.002	\$0.002	\$0.002
<b>Charging increment</b>	1Kb	1Kb	1Kb	1Kb
<b>Cost for <i>Virgin Vibe</i> pages</b>	Free	Free	Free	Free