

## VIRGIN BROADBAND

### PRE-PAID MOBILE BROADBAND SERVICES DESCRIPTION

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## 1. ABOUT THIS SERVICE DESCRIPTION

- (a) This is the *service description* for the Pre-Paid Mobile Broadband Service.
- (b) The *agreement* is made up of:
  - (i) *your application*,
  - (ii) the *general terms*,
  - (iii) this *service description*,
  - (iv) the *pricing tables*,
  - (v) the *dictionary*, and
  - (vi) the *appendices*.
- (c) You may obtain a copy of the latest version of the above documents from *us* or on *our* website: [www.virginbroadband.com.au](http://www.virginbroadband.com.au).
- (d) Where *you* may be charged a fee or charge, then this fee or charge is set out in the *pricing tables*. Please check the *pricing tables* carefully to see what fees and charges apply to *your* use of the *service*.
- (e) The meaning of the words printed *in italics like this* is set out in the *dictionary*.

## 2. HOW WILL WE NOTIFY YOU OF CHANGES TO THE AGREEMENT?

- (a) In some circumstances, we have to give *you notice in writing* of a change to the *agreement*, as set out in clause 2A of the *general terms*.
- (b) In those circumstances not covered by (a) above, if we change the terms of the *agreement*, in addition to any other method of notification in writing (including, but not limited to, by mail or *e-mail*), we may notify *you* of the change by notice on the Virgin Broadband Internet web site: [www.virginbroadband.com.au](http://www.virginbroadband.com.au).

## 3. THE SERVICE

### 3.1 What is the service?

- (a) The *service* allows *you* to access the Internet and related data services from *your* computer via a wireless connection for *your* own personal use.
- (b) You can access the *service* via a compatible modem device (such as *our USB modem*) and the *software* loaded onto *your* computer in any location covered by the Optus 3G/HSPA network.

### 3.2 Who supplies the *service*?

- (a) Virgin Mobile (Australia) Pty Limited (ABN 67 092 726 442) trading as Virgin Broadband supplies the *service* to *you*.
- (b) *Optus* supplies the *service* to *us* and *we* re-supply the *service* to *you*.
- (c) *We* may elect to provide *you* with access to the *service* via an alternative access method or an alternative service comparable to the *service*. If *we* choose to change *your* access method to the *service* or the *service*, *we* will notify *you* of any:
  - (i) substantial changes to the *service*,
  - (ii) changes to the terms and conditions on which *we* provide the *service* to *you*, and
  - (iii) the new terms and conditions on which *we* provide the alternative service to *you*, if any.

### 3.3 How will *we* supply the *service* to *you*?

Subject to complying with *our* obligations under clause 2A of the *general terms*, *we* may modify aspects of the *service* and the delivery of the *service* to *you* if it is necessary to do so for the efficient operation of *our network*. *We* may, for example:

- (i) deliver access and *content* via proxy servers and caches,
- (ii) manage the *network* to prioritise Internet traffic of certain types or users over others,
- (iii) manage the bandwidth available to certain types of data, such as peer to peer traffic,
- (iv) block or filter specific Internet ports,
- (v) block incoming and outgoing e-mail messages which exceed 10 megabytes in size,
- (vi) limit the number of addresses to whom an outgoing e-mail can be sent, or
- (vii) refuse to accept incoming e-mail messages to mailboxes that have exceeded the e-mail storage limit.

## 4. ACCESSING THE *SERVICE*

### 4.1 What do *you* need to access the *service*?

- (a) To access the *service* *you* need:
  - (i) a computer conforming to the minimum system requirements;

- (ii) a *compatible modem*,
  - (iii) a *Virgin Mobile SIM card*,
  - (iv) *our software* which will install onto *your* computer;
  - (v) administrator access on the computer intended for use;  
and
  - (vi) credit on *your* Pre-Paid Mobile Broadband account.
- (b) Terms relating to equipment are set out in clauses 4.2 to 4.4 below. Terms relating to *software* are set out in clause 12 below.

#### **4.2 Your computer**

- (a) In order to access the *service*, *you* must have a computer that meets the *minimum system requirements* (as set out in Attachment 1).
- (b) If *your* computer does not meet the *minimum system requirements*, *you* will not be able to successfully use the *service*.

#### **4.3 Modem**

- (a) *You* can:
  - (i) purchase a *USB modem* from *us* as part of a *Pre-Paid Mobile Broadband USB Modem Kit* to access the *service* (see *pricing tables*); or
  - (ii) use *your own* USB modem approved for use on *our 3G/HSPA network* to access the *service*.
- (b) If *you* choose to use *your own* USB modem to access the *service*:
  - (i) *your* modem must be a *compatible USB modem*; and
  - (ii) the operation of *your* modem, and any repairs to it, is *your* responsibility.
- (c) If *your* modem is not dual band, 2100MHz & 900MHz, *you* may not experience broadband speeds everywhere in *our 3G/HSPA* service areas. If *you* purchased *your* modem from *us*, *you* can find details of *your* modem's frequency at [www.virginbroadband.com.au](http://www.virginbroadband.com.au).

#### **4.4 SIM card**

- (a) To be able to connect to the *service* *you* need a *Virgin Mobile SIM card*.
- (b) *You* can obtain a *Virgin Mobile SIM card* from a *Pre-Paid Mobile Broadband Starter Pack* or *Pre-Paid Mobile Broadband USB Modem Kit*.

- (c) *We own the Virgin Mobile SIM card and it remains our property at all times.*
- (d) *You agree to take reasonable care of the SIM card, and agree that if you fail to do so you will be responsible for the costs of repair or replacement in the event that they are damaged, lost or stolen.*
- (e) *You must:*
  - (i) *keep the SIM card secure;*
  - (ii) *not remove the SIM card from the modem (unless instructed to do so by our personnel);*
  - (iii) *only use the SIM card to access our service;*
  - (iv) *not interfere with or impair the operation of the SIM card;*
  - (v) *not duplicate the identity of the SIM card (including for the purpose of back up).*
- (f) *If you remove the SIM card and/or use it in another device, we may cancel the service without notice.*
- (g) *You should not use the SIM card to access (and you may not be able to access) other services, such as voice calls, SMS or MMS, using any device. If you are able to access such services, your use of such services will:*
  - (i) *be charged at prevailing rates; and*
  - (ii) *count towards your data allowance.*

#### **4.5 What do you do if your SIM card is lost or stolen?**

- (a) *We are not responsible for any lost or stolen SIM cards.*
- (b) *You must notify us as soon as possible if the SIM card we have given you is lost or stolen and we will bar or activate IMEI blocking on your USB modem.*
- (c) *You are responsible for all use on the lost or stolen SIM card until the time you notify us that your SIM card has been lost or stolen and we bar or activate IMEI blocking.*
- (d) *If your SIM card is lost or stolen and you do not notify us, we may cancel it in accordance with clause 11 below.*

#### **4.6 Replacing the SIM card**

- (a) *Unless you are otherwise in breach of the agreement, we will replace the SIM card and may charge you a replacement fee.*

#### **4.7 How do you connect to the service?**

- (a) *To connect to the service you need to activate your SIM card.*

- (b) *You must activate your SIM card before the date shown (if any) on the Pre-Paid Mobile Broadband Starter Pack or Pre-Paid Mobile Broadband USB Modem Kit. If you do not, the SIM card will be cancelled.*
- (c) *Once activated, you may connect to the service at any time by launching the software from your computer in any location covered by our 3G/HSPA network.*
- (d) *The service is only available in areas covered by our 3G/HSPA network.*

#### **4.8 What do we provide as part of the service?**

- (a) *We will provide you with:*
  - (i) *the required equipment you order from us in your application,*
  - (ii) *a primary e-mail address of your choice and the option of creating a number of additional e-mail addresses (further information can be found on the Virgin Broadband website: [www.virginbroadband.com.au](http://www.virginbroadband.com.au)), and*
  - (iii) *access to Customer Service (see clause 14 below).*
- (b) *We will provide you with a dynamic IP address that your modem uses to connect to the service. This IP address remains our property and may change from time to time without any notification to you.*
- (c) *You must not configure your computer to connect to the service using a static IP address.*
- (d) *We are not responsible for installing, maintaining or providing on-site technical support in relation to the modem.*

#### **4.9 Your e-mail account**

- (a) *To register you will be required to select an e-mail address (or username). E-mail addresses must meet our specifications as shown during signup and are subject to availability. We reserve the right to decline or delete e-mail addresses that we reasonably consider to be offensive, defamatory, illegal or otherwise inappropriate without notice.*
- (b) *Your storage capacity is 10MB per mailbox.*
- (c) *If we contact you by e-mail, the e-mail will be sent to your nominated e-mail address unless otherwise notified.*
- (d) *You must monitor your nominated e-mail address regularly to retrieve and review your e-mails.*

#### 4.10 Coverage

- (a) The *service* is only available in areas covered by *our 3G/HSPA network* which transmits voice and data services at 2100MHz and/or 900MHz frequency depending on *your* location within a 3G/HSPA coverage area.
- (b) A dual band (UMTS 2100/UMTS 900MHz) modem is required to access the full coverage area.
- (c) *You* are responsible for inquiring whether coverage is available in the area in which *you* want to use the *service*.
- (d) In areas that the *service* is available, it is technically impracticable for *us* to guarantee that:
  - (i) the *service* is available in each place within an area where there is coverage,
  - (ii) 'drop-outs' will not occur,
  - (iii) there will be no delays in transferring data when switching between bearer *networks*, and
  - (iv) there will be no congestion on *our network*.
- (e) The coverage area of the *3G/HSPA network* is not equal to the coverage area of the *GSM network*.
- (f) For the latest coverage information visit [www.virginbroadband.com.au/coverage](http://www.virginbroadband.com.au/coverage).

#### 4.11 How does *your* modem choose a network to supply the *service*?

- (a) The modem and *software* (if applicable) automatically conducts a handover between the *3G/HSPA network* and *our GSM network*, maintaining *your* connection during data transfers. They monitor network availability and connect to one of the two network types in the following order (unless *you* configure *your software* otherwise):
  - (i) *3G/HSPA network*; and
  - (ii) *GSM network*.
- (b) If the network *you* are connected to becomes congested and there is no other network available *your* connection may drop out. If there is congestion or *you* move locations, the *modem* and *software* (if applicable) will determine if it is possible to select the other network according to the hierarchy above.
- (c) *You* may choose to override the automatic operation of the modem and *software* (if applicable) and choose one of the two networks to operate the *service*.
- (d) During handover between networks there may be a short period of time (up to 45 seconds) during which data does not transfer.

#### 4.12 Data Usage

- (a) *Your data usage applies to uploading and downloading.*
- (b) Data is counted in 1 byte increments.
- (c) *We may notify you by e-mail when your data allowance is about to exhaust or expire.*
- (d) *You may obtain an indication of your data usage for the current usage period and up to six months' historical usage at [www.mybroadbandusage.virginmobile.com.au](http://www.mybroadbandusage.virginmobile.com.au).*
- (e) The My Broadband Usage web-page is updated approximately every 20 minutes. *We recommend you check your data usage regularly to find out your current level of usage, and how much of your data allowance remains.*

#### 5. USE OF THE SERVICE

- (a) To connect to the *service*, you need to register your *pre-paid mobile broadband service* and provide proof of identity as required by law.
- (b) To be an account holder, you must be over 18 years of age, or if not, you must have obtained the consent of a parent, teacher or other responsible adult.
- (c) If you are not over 18 years of age, you may not be able to *top-up your account* using a credit card via "My Account".
- (d) We will communicate with you using your nominated email address. You agree to monitor this email account regularly to retrieve and review these communications.
- (e) We are not responsible for any Internet *content* that may be obtained via the *service*.
- (f) In order to provide you the *service* we may collect certain information about the performance of the *service*, your computer and your use of the *service*. Unless we are permitted or required to do so under our privacy policy, we will not use this information to identify you.
- (g) You must:
  - (i) comply with our *Acceptable Use Policy* when using the *service*, and
  - (ii) ensure that the software you use with the *service* is properly licensed.
- (h) You must not, subject to paragraph (i) below:
  - (i) resell, share or otherwise distribute the *service* (or any part of the *service*) to any third party without our prior written consent, or

- (ii) run or provide network services to others via the *service*.
- (i) You may connect a LAN to the *service* for private use, however the set-up and configuration of a LAN connected to the *service* is not supported by Customer Service.
- (j) We may monitor *your service* to ensure that *you* are complying with the *agreement*. We are entitled to investigate any misuse of the *service*, including any breach of the *Acceptable Use Policy*, and may involve police or other law enforcement agencies in doing so. If we find that *you* have misused the *service*, we may recover from *you* any costs of investigating that misuse. If *your* misuse causes loss to another user and we are required to pay compensation to that user, we may require *you* to reimburse *us*.
- (k) If *you* breach paragraph (j) above, we may, in addition to and without limiting *our* rights under clauses 11.3 and 12.1 of the *general terms*, immediately suspend or *cancel the service* without further notice.
- (l) If *you* are using the *service* for peer to peer applications, the speed will be limited to 32kbps

## 6. SERVICE CHARGES

### 6.1 What does the cost of the *service* depend on?

The cost of the *service* depends on:

- (a) the *pre-paid voucher* you select (see *pricing tables*), and
- (b) any changes *you* make to *your pricing plan*, the *value added service features* you use or acquire and if *you* accept the terms of a *special*.

### 6.2 Pre-paid voucher Pricing Plans

The *pre-paid voucher pricing plans* in the *pricing table* vary in relation to the:

- (a) charges,
- (b) *data validity period*,
- (c) *additional period*,
- (d) included *data allowance*.

### 6.3 How will usage be counted and deducted?

- (a) *Your* usage will be counted in 1byte increments.
- (b) *Your* usage will be deducted from the current data balance on *your pre-paid account*.

- (c) You will not be sent any bills, invoices or statements recording transactions made.

## 7. PRE-PAID MOBILE BROADBAND CREDITS

### 7.1 Selecting a *pre-paid voucher*

When you connect to the *service*, your *service* may come with some included credit of a type that will be specified with the *service*.

### 7.2 What happens if your *pre-paid account* is below the *minimum data allowance*?

- (a) You cannot access the Internet if the credit on your *service* is below the *minimum data allowance*. You can access the *top-up* page when your *service* runs out of credit to allow you to *top-up* your balance.
- (b) We may terminate a session without notice if your *pre-paid* credit runs out during the session.
- (c) A low balance warning may, but need not, be sent to you via email either to advise you of a low *data credit* balance or before your credit is due to expire.

### 7.3 When do you need to add more *data credit*?

- (a) The *data validity period* or expiry period
  - (i) Irrespective of whether the *SIM card* currently has available *data credit*, you must add at least the *minimum data credit* to your *SIM card* within the *data validity period*.
  - (ii) You should check the website for the *data validity period* or expiry period for your *pre-paid voucher*. Unless specified otherwise, your *starter pack initial credit* has an expiry of 30 days from the date of first use of your *service*.
  - (iii) *Pre-paid vouchers* have specified expiry periods. Your *pre-paid voucher* will expire when you have used up the *data allowance*, or on the expiry date, whichever occurs first.
  - (iv) If you *top-up* before the expiry of the *pre-paid voucher*, the expiry period will be reset to the expiry of the new *pre-paid voucher*.
  - (v) If you do not *top-up* at least the *minimum data credit* in accordance with paragraph (i) above, the remaining balance on your *pre-paid account* will be forfeited at the end of the *data validity period* and your *pre-paid account* will be set at a zero *data credit* balance.
  - (vi) You cannot claim a refund or credit for any forfeited *data credit*.

- (vii) *We are under no obligation to notify you that the data credit is about to be or has been forfeited.*
  - (viii) *Each time data credit is added, a new data validity period begins.*
  - (ix) *If you use all of your data before the expiry of the data validity period, the additional period does not start until the data validity period has expired.*
- (b) *The additional period*
- (i) *If the balance of your pre-paid account is zero because:*
    - (A) *your data credit was forfeited pursuant to (a)(v) above, or*
    - (B) *the available data credit was exhausted through use,*

*you must top-up at least the minimum data credit within 180 days ("the additional period").*
  - (ii) *If you do not top-up at least the minimum data credit in accordance with paragraph (i) above, we can cancel the service without notice. If you top-up at least the minimum data credit before the expiry of 180 days, the service will be fully restored.*
  - (iii) *We may, but need not, send you an email reminder to warn you that if you do not add the minimum data credit before the expiration of the additional period, your service will be cancelled.*

#### **7.4 How do you recharge your pre-paid service?**

- (a) *You may recharge your pre-paid service:*
  - (i) *by credit card online, or*
  - (ii) *by purchasing recharge vouchers at a retail outlet.*
- (b) *To top-up your pre-paid account using a recharge voucher, you need to access the top-up page online on our website: [www.virginbroadband.com.au](http://www.virginbroadband.com.au). Recharge cards must be used before the date advised by us or the date set out on the back of the card (if any). We will not replace or refund any expired, lost or stolen recharge vouchers.*
- (c) *To top-up your pre-paid service with a credit card, we may require you to register your credit card details at [www.virginbroadband.com.au](http://www.virginbroadband.com.au) and to provide proof of identity required by law.*
- (d) *We may:*

- (i) limit the number of credit cards *you* are able to register;
  - (ii) limit the number of times *you* can change the registered credit card *you* use to *top-up your pre-paid service*; and
  - (iii) place a limit of up to \$300 worth of credit in any 30 day period.
- (e) The maximum *data allowance* per calendar month is 10GB. Any data applied over this allowance will be rolled over into the next calendar month unless it has expired.
  - (f) Subject to paragraph (d) above, *you* may elect to automatically *top-up your pre-paid service* on a specific day each month or when *your pre-paid service* reaches a certain credit balance. *You* must ensure *you* have sufficient credit on *your pre-paid service* to cover usage for 72 hours in case the automatic *top-up* is delayed. *We* are not liable to *you* for any delay in *your pre-paid service* being automatically *topped-up* or if for technical reasons the *top-up* does not take place.
  - (g) *You'll* be able to access *your* usage history and *recharge* history for the previous six months online by logging into [mybroadbandusage.virginmobile.com.au](http://mybroadbandusage.virginmobile.com.au)

#### **7.5 When will we transfer or refund *pre-paid voucher credits*, and when will they be forfeited?**

- (a) Subject to paragraph (c) below, pre-paid credits cannot be converted into or redeemed as cash and cannot be applied against other *services* or *accounts you* have with *us*.
- (b) *We* will transfer any existing credits if *your SIM card* is lost, stolen or damaged and *you* purchase a new *SIM card* for use with the *service*.
- (c) If *we* cancel the *service* for convenience, *we* will:
  - (i) refund any unexpired pre-paid credits, or
  - (ii) with *your* consent, apply those credits for use on another *service you* have with *us*.
- (d) If the *service* is cancelled for any other reason than for convenience, any credits remaining on *cancellation of the service* are forfeited.
- (e) For the avoidance of doubt, where the *service is cancelled* under clause 11(a)(i) below, any credits remaining on *cancellation of the service* are forfeited.

#### **7.6 Data Transfer Speeds**

- (a) The speed of data transmitted using the *service* will vary depending on the following factors:

- (i) the network used to connect to the *service* (for example *you* may obtain faster data transfer speeds on the *3G/HSPA network* than on the *GSM network*). *You* will not experience broadband speeds where only GSM coverage is available (including in Tasmania and the Northern Territory);
  - (ii) the distance *you* are from a mobile tower;
  - (iii) the capacity and load of the mobile tower;
  - (iv) *your* equipment and software;
  - (v) the number of users sharing the *network*;
  - (vi) general activity on the Internet; and
  - (vii) speed and capacity of the server *you* are accessing.
- (b) Theoretical maximum download speed on *our 3G/HSPA network* is up to 3.6 Mbps. Based on *our network* testing, *you* can expect speeds between 512kpbs and 1.5Mbps with peak speeds up to 3Mbps. Actual speeds may be slower.

## 8. ROAMING

- (a) The *service* is not available for roaming overseas.

## 9. SERVICE NUMBER

### 9.1 How do *you* obtain a service number?

*We* will *issue you* a service number for use with the *service*, for use as a reference number only, that is, it is not to be used as a mobile phone service number.

### 9.2 How are service numbers allocated?

- (a) All service numbers are selected, issued and used by *us* in accordance with ACMA's Numbering Plan and Telecommunications Numbering Plan Number Declarations (*numbering regulations*).
- (b) *We* may issue *you* with a service number that has not been quarantined if that service number has not been used for a telephony service in the previous six months.
- (c) If *your* service is cancelled, *we* may reissue *your* service number to another customer immediately.

### 9.3 Can we change the service number we have issued to *you*?

- (a) *We* may be required to recover and/or recover and replace a service number *we* have issued *you* in order for *us* to comply with the *numbering regulations*.

- (b) We will give *you* as much notice as is reasonably practicable if we have to do this.

#### 9.4 Can *you* change the service number we have issued to *you*?

- (a) The service number we issue to *you* for use with the Mobile Broadband service is not for use as a mobile phone service number, so we will not change the service number we issue to *you*.

#### 9.5 Who owns the service number?

- (a) *You* do not own the service number and *your* right to use the number starts when we *issue* the service number to *you*.
- (b) *Your* right to use the service number ends if *you* no longer obtain the *service*.
- (c) If *you* stop obtaining the *service*, we may *issue* the phone number to another customer in accordance with the *numbering regulations*.

#### 9.6 Our liability to *you* in respect of service numbers

- (a) We are not liable to *you* for any expense or loss incurred by *you* due to:
  - (i) any recovery or recovery and replacement of the service number under clause 9.3 above, or
  - (ii) *you* ceasing to have the right to use the service number under clause 9.5 above.

### 10. MOBILE NUMBER PORTABILITY

*You* may not port *your* service number to another carrier or carriage service provider.

### 11. WARRANTIES

- (a) If *you* have purchased equipment from *us* for use with the *service*, in addition to *our* obligations under the *statutory warranties* (see explanatory note at clause 13.2(b) of the *general terms*), we provide the *warranty period* with equipment we supply to *you* at no extra cost. The *warranty period* does not apply where *you* have supplied *your* own equipment.
- (b) If *you* notify *us* of a fault with the equipment that *you* have purchased from *us* within the *warranty period*, we will, at *our* option and for no charge, repair, replace, or provide credit for the faulty item.
- (c) If we do not find a fault, or if the fault was caused by:
  - (i) any equipment which is not owned by *us* (such as *your* computer),
  - (ii) any interference caused by an *intervening event*,

- (iii) any interference with or modification to this equipment or a failure to use it in accordance with instructions, or
- (iv) damage caused by *you*,

then we will charge *you* for the repair or replacement including associated shipping, postage and handling. We will tell *you* how much these charges are likely to be before *you* incur them.

- (d) Subject to *our* obligations under the *statutory warranties* (see clause 13.2(b) of the *general terms*), outside any *warranty period*, the maintenance of the equipment *you* have purchased from *us* is *your* responsibility. *You* must contact *us* for details on repairing or replacing the equipment. If we replace that equipment, unless replacement arises as a result of a breach of a statutory warranty, we may charge *you* a fee including associated shipping, postage and handling. We will tell *you* how much these charges are likely to be before *you* incur them.

## 12. OUR ADDITIONAL RIGHTS OF SUSPENSION AND CANCELLATION

- (a) In addition to *our* rights under the *general terms*, we may suspend or *cancel the service* without prior notice if:
  - (i) *you* fail to add at least the *minimum credits* as required by clause 7 above,
  - (ii) we believe, or we are informed by law enforcement authorities that they believe, the identification evidence provided by *you* is false or inadequate,
  - (iii) *you* transfer *your SIM card* to another party without obtaining *our* consent, or do not provide sufficient details of the identity of the other party, or
  - (iv) *you* engage in fraudulent *recharge* behaviour (including unauthorised attempts to *recharge* via *our* automated IVR top up service).
- (b) If the *service* is cancelled under the *agreement* we are authorised to delete any files, programs, data and email messages stored in *your* primary email address (and any associated email addresses).
- (c) In addition to *our* rights under the *general terms*, we may *cancel the service* by giving six (6) months notice which will be published in at least one major daily newspaper in each capital city in Australia.

### 12.2 Network locking

- (a) If *your USB modem* has been obtained from *us*, it may have been programmed to only work on *our network*. This is known as *network locking*.
- (b) To disable *network locking* on *your mobile phone* *you* must contact *us* on 1300 555 100 to obtain a code to unlock *your modem*.

- (c) Before we provide you with the code to unlock your modem you may have to pay a network locking removal fee (see clause (d) below).
- (d) A network locking removal fee is payable unless you have recharged your pre-paid service with at least the amount specified from time to time on our website or in our advertising material (either as a once-off recharge or with multiple recharges where the sum of all recharges is the specified amount or more). This fee is set out in the relevant pricing table.
- (e) Only an account holder (or secondary contact) can disable the network locking from your modem.
- (f) We may refuse to disable the network locking from your modem if:
  - (i) you are in breach of the terms of our agreement;
  - (ii) you have not complied with the recharge requirements set out in clause 7; or
  - (iii) you have already cancelled and we have invoiced you for the network locking removal fee but you have not paid that amount.

### 13. SOFTWARE

- (a) We will provide the software for use with the service.
- (b) You are granted a non-exclusive licence to use the software subject to the agreement and, if the end user agreement provided with the software at the time of installation.
- (c) If the service is cancelled, you must cease using and delete the software.
- (d) We do not make any warranty or representation regarding the performance of any software provided to you in connection with the service as it operates on your computer. This does not affect our obligations under the statutory warranties (see explanatory note at clause 13.2 of the general terms).
- (e) The software may not be compatible with some operating systems, including versions of operating systems older than Microsoft Windows XP SP2 and Macintosh OS 10.4 operating systems. 64 bit editions of Windows may also be incompatible with the service.
- (f) We provide support for the software, but do not provide support for software not supplied by us.
- (g) You must not disassemble, decompile or reverse engineer any software provided by us.

### 14. SUPPLIER AND THIRD PARTY SERVICES

You acknowledge that:

- (a) the *service* relies on the services of *suppliers* for its operation, who are not controlled by *us*, and
- (b) we do not exercise any control over, authorise or make any warranty regarding:
  - (i) *your* right or ability to use, access or transmit any *content* using the *service*,
  - (ii) the accuracy or completeness of any *content* which *you* may use, access or transmit using the *service*,
  - (iii) the consequences of *you* using, accessing or transmitting any *content* using the *service*, including without limitation any virus or other harmful software, and
  - (iv) any charges which a third party may impose on *you* in connection with *your* use of their services accessed via the *service*.

## 15. CUSTOMER SERVICE

- (a) If *you* require support with *your* connection to the *service* or have any questions relating to that connection or *you* need to report a fault *you* can contact Customer Service.
- (b) We will provide customer service and technical support for the connection of a single computer that meets the current *minimum system requirements* to the *service*. We will not provide customer service for the connection of additional computers, networking devices or *LAN* to the *service* or for third party email or webmail programs.
- (c) Customer Service may only provide limited assistance for equipment and software supplied by *you*. However, full customer service is provided regarding billing, passwords, e-mail and online services. Customer Service will also provide assistance for setting up a new Internet connection and setting up e-mail addresses.
- (d) We may refer *you* to a third party for technical support that is of a complex nature, such as setting up home networks, file or printer sharing, for peripherals, such as printers, switches/hubs, USB hubs, mice, keyboards, third party e-mail programs and some internet browsers. The terms and conditions of any third party suppliers apply to any services supplied by them and charges for their services are payable directly to them.

**16. CONTACTING US**

<b>CONTACT DETAILS</b>	
Customer Service	<b>By phone</b> – 1300 555 100  <b>On the Internet</b> – www.virginbroadband.com.au (Contact Us)  <b>By mail</b> - Locked Bag 17, Royal Exchange NSW 1225
National Relay Service	133 677