

## IMPORTANT CUSTOMER INFORMATION – YOUR RIGHTS AND OBLIGATIONS

Virgin Mobile Pty Limited ABN 67 092 726 442 (we) will provide to you the Broadband Services (the service) on the terms of the standard form of agreement (the agreement). The agreement contains full details of the service and the terms and conditions of supply of the service including charging, billing, term and cancellation. This is a summary of the agreement. It is designed to give you information about what the agreement covers and some of its important terms. If you would like more detail about your rights and obligations, you should read a copy of the agreement. A copy of the agreement together with any updated version of the summary is available on our web site [www.virginbroadband.com.au](http://www.virginbroadband.com.au) or on request.

### SUMMARY OF MATERIAL TERMS AND CONDITIONS

#### Description of the service:

The service allows you connect to the internet from your personal laptop or desktop computer via a network connection. If you choose the Broadband at Home option, you must use our home modem to connect to the service from your premises and you must not move the home modem from your premises. The home modem remains our property and must be returned to us if your service is cancelled. If you choose the Mobile Broadband option, we will supply you with a USB modem to use with the service. Using the Mobile Broadband option you can obtain access to the service whenever you are in the coverage range of our HSDPA or 3G network, or GSM network. The USB modem monitors network availability and chooses the fastest network available depending upon the strength of signal, number of other users accessing the networks and network capacity. The USB modem automatically conducts the handover between the networks

#### Provision of the service:

*Fixed-length agreement:* We will provide the service for the minimum term of the agreement or until the service is cancelled in accordance with the agreement.

#### Conclusion of minimum term of fixed-length agreement:

If neither you nor we cancel the service at the end of the minimum term, the agreement will become a non-fixed length agreement.

If you do not wish to continue the service at the end of the minimum term, you must

notify us of this before the end of the minimum term.

If we will not provide you with the service at the end of the minimum term or will change the terms of the agreement at the end of the minimum term, we will notify you before the end of the minimum term.

#### Changing the agreement:

*Non-fixed-length agreement:* We may change the agreement by complying with the Telecommunications Legislation (by giving you reasonable notice of the change if we reasonably expect it to adversely affect you).

*Fixed-length agreement:* We may change the agreement by: complying with the Telecommunications Legislation in the same way as mentioned above and, in those circumstances set out in the agreement only, by giving you 21 days notice in writing (eg by bill insert or e-mail) of the change and allowing you to cancel the service within 42 days of giving notice without paying fees or charges, other than those set out in the agreement.

Unless otherwise set out in the agreement, you cannot make any changes to the agreement without our consent.

#### Personal information about you:

Personal information about you includes your name, address, credit rating and may include numbers you have called and the time and location of a call.

We may collect, use and disclose personal information about you:

- to decide whether to start, stop or limit supply to you of credit, the service, or products and services of other Virgin Mobile group companies. If you do not supply part or all of the personal information we request, we may refuse or limit the supply to you of credit or the service.

- for purposes related to the supply of the service (including account management, business planning, product development) and to provide you with information about promotions, as well as products and services of other Virgin Mobile group companies and other organisations. You may opt out of receiving communications that are not related to your account or legally required by contacting customer service.

- from and to: credit reporting agencies, credit providers, another Virgin Mobile group company, unrelated third parties, suppliers and joint venture partners (but only for the purposes set out above).

We may be required or permitted by law to collect, use or disclose personal

information about you from and to, for example: the operator of the Integrated Public Number Database, emergency services organisations or to law enforcement agencies. Subject to applicable law, you may access and correct your personal information by contacting us. Further privacy information is available in our Privacy Policy which is available at [http://www.virginmobile.com.au/privacy\\_security.html](http://www.virginmobile.com.au/privacy_security.html) or by contacting customer service.

#### Use of the service:

We will provide the service to you with due care and skill. You must use the service in accordance with the agreement and ensure that any person you allow to use the service complies with the agreement.

#### Equipment:

All equipment owned by us remains our property. You are responsible for any damage, loss or theft of any equipment owned by us.

#### Fault reporting and rectification:

We will repair faults within our network. We are not responsible for repairing any fault in the service which is caused by a supplier's network, equipment that is not owned by us or facilities outside our network. If we investigate a fault that is caused by equipment that is not owned by us, we may charge you for the cost of investigating and repairing the fault.

If we investigate a fault and determine that the fault is caused by your breach of this agreement, a negligent or fraudulent act or omission by you or a failure of any of your equipment, we may charge you for investigating and repairing the fault.

We will provide a fault reporting service for you to report faults. Before reporting a fault you should try to make sure that the fault is not caused by equipment that is not owned by us.

#### Fees and charges:

Information about fees and charges under the agreement is set out in the pricing tables.

You are responsible for paying the fees and charges for the service (set out in the pricing tables or under a promotion or offer made by us), any additional fees and charges under the agreement (including your application) and those fees and charges which are notified by us in accordance with the agreement. You must pay all fees and charges incurred for the service, even if you did not authorise its use, the service is unavailable or you are unable to access it (see Complaints and disputes).

Charges may include: connection fees, minimum monthly spends, administration

charges, suspension or cancellation fees, late payment fees, payment dishonour fees and reconnection or reactivation fees. The amount of the service charges will depend on the service option and pricing plan you select. If you would like further details about our charges, please refer to the pricing tables or contact us.

We may ask you to make a pre-payment usage charge or an interim good-faith payment (including for example, if there has been an unusually high use of the service).

We may offer promotions or offers in connection with the service (special). If you validly accept a special, the price and terms of the special will prevail over those otherwise applicable under the agreement for the duration of the special until the special expires and then the full terms of the agreement will apply.

#### **Payments:**

We will bill you on a regular basis (in arrears), unless otherwise set out in the service description. We may include unbilled service charges in a later bill(s). You must pay each bill in full by the due date shown on it, or as otherwise notified by us. You must pay your bill by direct debit (from a bank account or credit or debit card). If you do not pay your bill by the date payment is due we may: charge you a late fee, suspend or cancel the service (in which case we may charge you a suspension fee and/or reconnection or reactivation fee), engage a mercantile agent to recover the money you owe us, institute legal proceedings against you to recover the money you owe us and on-sell any unpaid amounts to a third party (in which case you will be responsible to the third party for payment of the bill).

#### **Taxes:**

Unless indicated otherwise, the fees and charges set out in the agreement include any taxes (for example, goods and services tax). Where the fees and charges do not include taxes, we may increase those fees and charges in accordance with the agreement.

#### **Complaints and disputes:**

If you have any complaints in connection with the service, you may complain in writing (via our website: [www.virginmobile.com.au](http://www.virginmobile.com.au)) or by calling us on 1300 555 100. We will handle your complaint in accordance with our customer complaints procedure (available from us and on our website: [www.virginmobile.com.au](http://www.virginmobile.com.au)).

If we are unable to resolve your complaint to your satisfaction you may

take your complaint through other avenues, such as the Telecommunications Industry Ombudsman, the Australian Competition and Consumer Commission or the Department of Fair Trading or Department of Consumer Affairs in your state or territory.

If your complaint is about a fee or charge for the service, we may suspend payment obligations for that fee or charge until the complaint is resolved. All other fees and charges not in dispute remain due and payable.

Where your complaint is about a significant and sustained loss of access to, or use of, the service and the loss was not as a result of circumstances reasonably attributable to you or non Virgin Mobile owned equipment, you may be entitled on request to a refund or a rebate of any minimum monthly spend for the period in which you access or use was interrupted.

#### **Cancelling the service:**

##### ***Your right to cancel the service***

You may cancel the service at any time by giving us 30 days notice. You may also cancel the service at any time without liability, by giving us notice, if we breach a material term of this agreement and cannot remedy the breach or do not do so within 30 days of you giving us notice to do so.

If you acquire the service through door-to-door or telemarketing sales, you may cancel the service before the end of any cooling-off period, if any, set out in the relevant legislation in your state or territory.

##### ***Our right to cancel the service***

***Non fixed-length agreement:*** We may cancel the service at any time by giving you at least 30 days notice.

***Non fixed-length agreement or a fixed-length agreement:*** We may cancel the service at any time if: there is an emergency, we reasonably suspect fraud by you or another person, any amount owing to us is not paid by its due date and you do not pay that amount within 10 days of receiving notice from us, we reasonably consider you a credit risk because of an amount owing to us or any Virgin Mobile group company, you breach a material term of this agreement and cannot remedy the breach, or do not remedy the breach within 30 days of receiving notice from us, we are required to do so to comply with an order, instruction, request or notice of a regulator, emergency services organisation, other competent authority or under law, you become insolvent and

we reasonably believe we are unlikely to receive payment for amounts due, you die or, if you are in a partnership, the partnership is dissolved and we reasonably believe we are unlikely to receive payment for the amounts due, the service is suspended for more than 14 days, an intervening event prevents the supply of the service for more than 14 days or we are otherwise entitled to do so under this agreement.

##### ***How you can cancel the service***

You can notify us that you wish to cancel the service by calling us.

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

If the service is cancelled: you are liable for any charges incurred up to and including the date the service is cancelled, you authorise us to use any over payment on your account/money paid in advance to pay for any undisputed outstanding charges. If there are no outstanding charges we will refund on a pro-rata basis any over payment and money you have paid in advance for the service. You authorise us to debit any undisputed outstanding charges (including cancellation fee) from your credit card or bank account.

If the service is cancelled during the minimum term of a fixed-length agreement due to circumstances attributable to you, you must pay us the cancellation fee, and if the home modem is not returned to us, you must pay us the charge for the home modem.

If the service is cancelled due to circumstances attributable to you and we reinstate the service, you may have to pay a reconnection or reactivation fee.

##### **Suspending the service:**

##### ***Our rights to suspend the service***

We may suspend the service at any time without liability if: there is an emergency, to allow us or a supplier to repair, maintain or service any part of our network or a supplier's network, we reasonably suspect fraud by you or another person, we believe there has been an unusually high use of the service, any amount owing to us in respect of the service is not paid by the due date and you fail to pay that amount in full within 10 business days after we give you notice, we reasonably consider you a credit risk because any amount owing to us or another Virgin Mobile group company is not paid by its due date and you fail to make that payment within the required period after receiving notice from us or a Virgin Mobile group company, you breach a material term of this agreement and you either cannot remedy the breach or do not remedy the breach within 30 days after we

give you notice to do so, we are required to do so to comply with an order, instruction, request or notice from a regulator, emergency services organisation, other competent authority or under law, there are problems connecting our network to a supplier's network, you become insolvent and we reasonably believe we are unlikely to receive payment for amounts due, or you die or, if you are in a partnership, the partnership is dissolved, and we reasonably believe we are unlikely to receive payment for the amounts due or we are otherwise entitled to do so under the agreement.

***What happens if the service is suspended?***

If the service is suspended you will not be charged the minimum monthly spend while it is suspended, however the minimum term of your agreement will be extended by the period of time for which your service was suspended. If the suspension was not as a result of circumstances attributable to you or non Virgin Mobile-owned equipment you may be entitled on request to a refund or a rebate of the minimum monthly spend for the suspension period. If the suspension was a result of circumstances attributable to you, you may have to pay us a suspension fee and, if you wish to reactivate the service, a reconnection or reactivation fee.

**Liability:**

***Your liability to us***

You are liable to us for any breach of the agreement causing foreseeable substantial loss to us. You are not liable to us for consequential loss which is not a result of something you have done.

***Our liability to you***

We accept liability to you in accordance with the Trade Practices Act and other laws. We may be liable to you in connection with the agreement and the supply or interruption of the service only to the extent provided in the agreement. We are not liable to you for consequential loss.

**Assignment:**

We may assign our rights under the agreement to any person. We may transfer our obligations under the agreement to any Virgin Mobile group company. We may perform any of our obligations by arranging for them to be performed by another person.

You may assign your rights under the agreement with our prior written consent. You may transfer your obligations under the agreement if the person you wish to transfer them to

successfully meets the application requirements for the service.

**Intellectual property:**

You must not infringe another person's intellectual property rights in using the service. If you do so we may suspend or cancel the service without notice.

**Commission:**

We may pay a commission to any of our personnel in connection with the agreement.

**Information about your rights:**

Information about your rights may be obtained by contacting the Australian Communications and Media Authority, the Telecommunications Industry Ombudsman, the Australian Competition and Consumer Commission or the Department of Fair Trading or Department of Consumer Affairs in your state or territory.

**Additional information about the service:**

***Coverage***

The service is not available in all areas of Australia. You can check our coverage by visiting our website: [www.virginbroadband.com.au](http://www.virginbroadband.com.au) or by calling Customer Service on 1300 555 100. Due to the nature of the networks providing the service, it is impossible for us to guarantee that you will not experience any drop outs. You cannot transfer data during handover between networks. Data transfers will only be prevented during a short 15 to 20 second period while the handover occurs however your connection will be maintained during the handover.

***Use of the service***

You must not: send or receive content on our network other than for your own personal use, wholesale any service on our network or use the service in connection with a device that switches or reroutes traffic to our from our network. If you do so, we may immediately suspend or cancel the service. If you wish to access restricted content services (for example adult content) you must be over the age of 18. We are not responsible for any Internet content that may be obtained via the service. We reserve the right to delete any username that we consider offensive, defamatory, illegal or otherwise inappropriate. You must ensure that the software you use with the service is properly licensed. Subject to the agreement, you must not resell, share or otherwise distribute the service to a third party.

We may monitor your account to ensure you are complying with the agreement. We will investigate misuse of the service. If we find that you have misused the service we may recover from you any costs of investigating the misuse and any compensation we are required to pay to another user as a result of your misuse.

**If you move premises**

If you move premises before the end of the minimum term and you do not wish to continue receiving the service or the service is not available at your new address, we will cancel the service and charge you a cancellation fee.

You must give us at least 30 days notice of your new address.

**Data usage limitations**

Your pricing plan may set out a maximum amount of data that you can download at high speed in a usage month. If the amount of data that you download at high speed exceeds the data allowance in any billing month, then access to your service will be speed limited. Any unused data allowance cannot be rolled over.

**Computer Hardware Specifications**

If you choose the Mobile Broadband option, to connect to the service you must have a computer with a spare USB port (Type A) and 20Mb of free hard disk space. If you choose the Broadband at Home option, your computer must have an Ethernet port or Wireless networking device. 64-bit editions of Windows are not supported by us, and we recommend you have Windows XP SP2 or Vista or Mac OSX 10.4 or more recent operating systems.

**Acceptable Use Policy**

You must comply with our Acceptable Use Policy when using the service. This policy is designed to ensure that your use of the service does not break any laws, hinder the efficient operation of our network, interfere with the rights of Virgin Broadband customers, or interfere more generally with the rights of Internet users. The full policy is set out in Appendix D to the agreement.

**Other Formats / Languages:**

This summary is accessible online at [www.virginbroadband.com.au](http://www.virginbroadband.com.au). It can also be made available in other formats or in other languages upon request. For further details please contact Customer Service on 1300 555 100, the National Relay Service on 133 677 or the Translating and Interpreting Service on 131 450.