

VIRGIN BROADBAND HOME PHONE SERVICE
PRICING PLAN

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1 ABOUT THIS PRICING PLAN

- (a) This section contains the *pricing plans* that we currently offer to new customers for the Virgin Broadband Home Phone Service and the Mobile Broadband Service.
- (b) If you cannot find the name of *your pricing plan* in this section, you should refer to Section 3 of the *pricing tables* as it contains *pricing plans* that we do not currently offer to new customers - they are old *pricing plans* which will only be offered to new customers as a *special*. You can also call us for more information.
- (c) You may also need to refer to the following:
 - (i) Section 1 of the *pricing tables* for general information on the calculation of charges for use of the *service* and other call charges not covered by *your pricing plan*,
 - (ii) The Value Added Service Features - Appendix A for the description and charges the range of *value added service features* available with the *service*.
- (d) The meaning of the words printed *in italics like this* is set out in the *dictionary*.

2 PRICING PLANS

Individual *pricing plans* are set out in the sections below which include the applicable *charges* in respect of various call types set out in *Appendix G*.

3 BROADBAND AT HOME 60 WITH 2GB

3.1 Eligibility:

- (a) The Broadband At Home 60 *pricing plan* is available from 26 November 2007 and is only available to you if you:
 - (i) are a credit approved, residential customer;
 - (ii) agree to pay all charges by direct debit.

3.2 Is it a *fixed-length agreement*?

- (a) You must connect to the Broadband At Home 60 *pricing plan* for a *minimum* term of 24 months. The *agreement* is a *fixed-length agreement*.

3.3 What you have to pay us

- (a) Table 1 below sets out the charges that apply and the included value per month for the Broadband At Home 60 *pricing plan*.
- (b) Each month on the Broadband At Home 60 *pricing plan*, you must pay:
 - (i) A *minimum monthly spend* (which includes a value of included calls for each relevant *service* as set out in Table 1 below). You must pay

this *minimum monthly spend* 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 table 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 in Table 1 below or where not set out below, in accordance with the pricing tables for the relevant service.
- (c) Included value for your Home Phone service does not apply to some call types and services such as Directory Assistance, 13 numbers and Operator Services calls, and calls to non-Virgin Mobile mobiles. These are set out in Table 1.
 - (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.
 - (e) The *Virgin Home Phone Fair Use Policy* applies to your usage while on the Broadband At Home 60. Please refer to *Appendix E*.
 - (f) Your data allowance applies to downloads of data on your Virgin Broadband service.
 - (g) The *Virgin Broadband Acceptable Use Policy* applies to your use of the Broadband at Home service. Please refer to *Appendix D*.
 - (h) Data usage that counts towards your stated Virgin Broadband pricing plan monthly data allowance includes data allowance data transfers. If you exceed your monthly data allowance, your access to the Virgin Broadband service will be speed limited to 64kbps, until the end of your usage period.
 - (i) If your data usage exceeds 4GB in any usage period your access to the service will be speed limited to 32kbps, until the end of your usage period. Please refer to the *Acceptable Use Policy (Appendix D)* for further information.
 - (j) Note that in all cases Peer 2 Peer data transfers will be speed limited to 32kbps.
 - (k) Any unused data allowance is forfeited at the end of each usage period.

3.4 Cancellation fees:

- (a) Subject to your rights under clause 2A of the general terms, you will be required to pay a pro-rata cancellation fee per service as set out below if you cancel the service before the end of the minimum term or you transfer your phone number to another carrier or carriage service provider before the end of the minimum term.

The cancellation fees will be calculated as follows. You will be charged \$15 for each month remaining of your minimum term, pro-rated for any part months remaining (so if you have 8.5 months remaining of your minimum term, you will be charged 8.5 x \$15 = \$127.50).

- (b) If you do not return the *home modem* to us when you cancel the service, you will be required to pay a fee set out below for the cost of the *home modem*.

The fee charged if the *home modem* is not returned within 30 days of *cancelling the service* is \$400.

3.5 Enhanced calling features:

You may select from a choice of *enhanced calling features* (including Call Waiting, Caller ID and VoiceMail, unless specified otherwise).

3.6 Charges

Table 1

Broadband At Home 60	
Minimum monthly spend (for 24 months)	\$60
Call Charges	
Local Calls	Unlimited (no flagfall) (subject to Home Phone Fair Use Policy)
National Calls	Unlimited (no flagfall) (subject to Home Phone Fair Use Policy)
Calls to Virgin Mobile phones (V2V)	Unlimited (no flagfall) (subject to Home Phone Fair Use Policy)
Flagfall	\$0.40
Call to non-Virgin mobiles	\$0.45 / min
International Group 1*	\$0.45 / min
International Group 2*	\$0.90 / min
International Group 3*	\$1.30 / min
International Group 4*	\$1.80 / min
Enhanced Calling Features	
Call waiting	\$0
Call divert	\$0

VoiceMail	Free within Australia
Calling Number Display	\$0
Calling Number Display Suppression	\$0
Caller ID	\$0
Broadband download allowance	
Broadband Data Allowance	2GB

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

4 BROADBAND AT HOME 70 WITH 4 GB

4.1 Eligibility:

- (a) The Broadband At Home 70 *pricing plan* is available from 26 November 2007 and is only available to *you* if *you*:
- (i) are a credit approved, residential customer;
 - (ii) agree to pay all charges by direct debit.

4.2 Is it a *fixed-length agreement*?

- (a) *You* must connect to the Broadband At Home 70 *pricing plan* for a *minimum* term of 24 months. The *agreement* is a *fixed-length agreement*.

4.3 What *you* have to pay *us*

- (a) Table 1 below sets out the charges that apply and the included value per month for the Broadband At Home 70 *pricing plan*.
- (b) Each month on the Broadband At Home 70 *pricing plan*, *you* must pay:
- (i) a *minimum monthly spend* (which includes a value of included calls for each relevant *service* as set out in Table 1 below). *You* must pay this *minimum monthly spend* 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 table* 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 in Table 1 below or where not set out below, in accordance with the *pricing tables* for the relevant *service*.
- (c) Included value for *your* Home Phone *service* does not apply to some call types and services such as Directory Assistance, 13 numbers and Operator Services calls, and calls to non-Virgin Mobile mobiles. These are set out in Table 1.

- (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.
- (e) The *Virgin Home Phone Fair Use Policy* applies to *your* usage while on the Broadband At Home 70. Please refer to *Appendix E*.
- (f) *Your data allowance* applies to *downloads* of data on *your* Virgin Broadband service.
- (g) The *Virgin Broadband Acceptable Use Policy* applies to *your* use of the Broadband at Home service. Please refer to *Appendix D*.
- (h) *Data usage* that counts towards *your* stated Virgin Broadband *pricing plan* monthly *data allowance* includes *data allowance* data transfers. If *you* exceed *your* monthly *data allowance*, *your* access to the service will be *speed limited* to 64kbps, until the end of *your usage period*.
- (i) If *your* data usage exceeds 8GB in any *usage period* *your* access to the service will be *speed limited* to 32kbps, until the end of *your usage period*. Please refer to the *Acceptable Use Policy (Appendix D)* for further information.
- (j) Note that in all cases Peer 2 Peer data transfers will be speed limited to 32kbps.
- (k) Any unused *data allowance* is forfeited at the end of each *usage period*.

4.4 Cancellation fees:

- (a) Subject to *your* rights under clause 2A of the *general terms*, *you* will be required to pay a pro-rata *cancellation fee* per service as set out below if *you cancel the service* before the end of the *minimum term* or *you transfer your phone number* to another carrier or carriage service provider before the end of the *minimum term*.

The *cancellation fees* will be calculated as follows. *You* will be charged \$15 for each month remaining of *your minimum term*, pro-rated for any part months remaining (so if *you* have 8.5 months remaining of *your minimum term*, *you* will be charged 8.5 x \$15 = \$127.50).

- (b) If *you* do not return the *home modem* to us when *you cancel the service*, *you* will be required to pay a fee set out below for the cost of the *home modem*.

The fee charged if the *home modem* is not returned within 30 days of *cancelling the service* is \$400.

4.5 Enhanced calling features:

You may select from a choice of *enhanced calling features* (including Call Waiting, Caller ID and VoiceMail, unless specified otherwise).

4.6 Charges

Table 1

Broadband At Home 70	
Minimum monthly spend (for 24 months)	\$70
Call Charges	
Local Calls	Unlimited (no flagfall) (subject to Home Phone Fair Use Policy)
National Calls	Unlimited (no flagfall) (subject to Home Phone Fair Use Policy)
Calls to Virgin Mobile phones (V2V)	Unlimited (no flagfall) (subject to Home Phone Fair Use Policy)
Flagfall	\$0.40
Call to non-Virgin mobiles	\$0.45 / min
International Group 1*	\$0.45 / min
International Group 2*	\$0.90 / min
International Group 3*	\$1.30 / min
International Group 4*	\$1.80 / min
Enhanced Calling Features	
Call waiting	\$0
Call divert	\$0
VoiceMail	Free within Australia
Calling Number Display	\$0
Calling Number Display Suppression	\$0
Caller ID	\$0

Broadband download allowance	
Broadband Data Allowance	4GB

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

5 MOBILE BROADBAND

5.1 Eligibility:

- (a) The Mobile Broadband \$39 with 5GB *pricing plan* is available from 1 April 2008 and is only available to *you* if *you*:
- (i) are a credit approved, residential customer;
 - (ii) are in a 3G Broadband (HSDPA) enabled area. In areas where there is no HSDPA coverage *you* will automatically connect to *our* 3G or GPRS network at reduced speeds. See www.virginbroadband.com.au/coverage to check coverage;
 - (iii) agree to pay all charges by direct debit.

5.2 Is it a *fixed-length agreement*?

- (a) *You* must connect to the Mobile Broadband \$39 with 5GB for a *minimum* term of 24 months. The *agreement* is a *fixed-length agreement*.

5.3 What *you* have to pay *us*

- (a) Table 1 below sets out the charges that apply for the Mobile Broadband \$39 with 5GB *pricing plan*.
- (b) Each month on the Mobile Broadband \$39 with 5GB, *you* must pay:
- (i) a *minimum monthly spend* of \$39. *You* must pay this *minimum monthly spend* even if *you* do not use the *service*;
- (c) *Your data allowance* applies to *uploads* and *downloads* of data on *your* Virgin Broadband *service*.
- (d) The *Virgin Broadband Acceptable Use Policy* applies to *your* use of the Mobile Broadband *service*. Please refer to *Appendix D*.
- (e) *Data usage* that counts towards *your* stated Virgin Mobile Broadband *pricing plan* monthly *data allowance* includes *data allowance* data transfers. If *you* exceed *your* monthly *data allowance* *your* access to the Mobile Broadband *service* will be speed limited to 64kbps, until the end of *your* monthly *usage period*.
- (f) If *your data usage* exceeds 6GB in any *usage period* *your* access to the *service* will be limited to 32 kbps until the end of *your usage period*. Please refer to the *Acceptable Use Policy (Appendix D)* for further information.
- (g) Note that in all cases Peer 2 Peer data transfers will be speed limited to 32kbps.

(h) Any unused *data allowance* is forfeited at the end of each *usage period*.

5.4 What happens if the *service is cancelled early*?

- (a) Subject to your rights under clause 2A of the general terms, *you* will be required to pay *us*:
- (i) any *usage charges* incurred up to, and including, the *cancellation date*;
 - (ii) if the *service is cancelled* during the first 6 months of the *minimum term* an *early termination charge* of \$250 will be charged;
 - (iii) the sum of unpaid *equipment charges*. *Equipment charges* will be calculated as follows. *You* will be charged \$8 for each month remaining of *your minimum term*, pro-rated for any part months remaining (so if you have 8.5 months remaining of *your minimum term*, *you* will be charged $8.5 \times \$8 = \68).

5.5 Charges

Table 1

Mobile Broadband \$39 with 5GB	
Monthly spend (for 24 months)	\$39
Broadband download allowance	
Broadband Allowance (Uploads & Downloads)	5GB