

IMPORTANT CUSTOMER INFORMATION – YOUR RIGHTS AND OBLIGATIONS

Virgin Mobile (Australia) Pty Limited ABN 67 092 726 442 (we) will provide to you the Virgin Mobile Pre-Paid Mobile Service (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.virginmobile.com.au or on request.

SUMMARY OF MATERIAL TERMS AND CONDITIONS

Description of the service:

The service allows you to make calls and send content from, and receive calls and content to, your mobile phone on our network. To use the service you need to credit your pre-paid service in advance and recharge it as the current credit is used up. You are not sent any bills, invoices or statements.

Provision of the service:

We will provide the service to you on a non fixed-length agreement until it is cancelled in accordance with the agreement.

Use of the service: A Virgin Mobile SIM card is required to use the service. To connect to the service you will need to register your prepaid service with us. You may recharge or add to the credits on the service by purchasing a recharge card online or from participating outlets and then adding the voucher amount online or by dialling 733.

Changing the 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.

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, the time and location of a call and text traffic information.

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.

- 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 www.virginmobile.com.au 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 Virgin Mobile owned equipment 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.

Cost of the service:

The cost of the service depends on the pricing plan you select, your use of the service (including, for example, length of call, destination of call and call type, and your use of any value added service features), and 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.

The cost of each call will be deducted from the current credits on your pre-paid account. You will not be sent any bills, invoices or statements recording calls made. The service charges for outgoing calls are generally based on 30 second intervals over the chargeable calling time, or may be on a per call basis. Calls may include a flagfall. If you would like further details about the charges, please refer to the standard pricing table or contact customer service.

We may offer promotions or offers in connection with the service (special). If you 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.

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) or by calling us. We will handle your complaint in accordance with our customer complaints procedure.

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

Our right to cancel the service

We may cancel the service at any time by giving you at least 30 days notice. We may cancel the service if you do not recharge your pre-paid service within 180 days of the expiry of your pre-paid voucher credits. We may also cancel the service at any time if: there is an emergency, we reasonably suspect fraud by you or another person, you breach a material term of this agreement and cannot 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 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.

You can also cancel the service by electing to have an equivalent service provided by another carrier or carriage service provider. The carrier or carriage

service provider will notify us and we will cancel the service immediately.

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 may have to pay a fee to disable network locking to use your phone on another network (see below).

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, 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 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.

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.virginmobile.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. Due to technical reasons, we are not able to guarantee that calls to '13' or '18' prefix numbers will be diverted to the nearest location for that '13' or '18' prefix number.

Use of the service

You must not: make or receive calls or send or receive content on our network other than for your own personal or business use, wholesale any service on our network or use the service in connection with a device that switches or reroutes calls to our from our network. If you do so, we may immediately suspend or cancel the service.

Credits

Credits cannot be converted or redeemed as cash and cannot be applied against other services you have with us, unless we cancel the service for convenience. If the service is not cancelled for convenience, any credits remaining on cancellation of the service are forfeited.

Virgin Mobile SIM card

We own the Virgin Mobile SIM card and it remains our property at all times. We are not responsible for any lost or stolen Virgin Mobile SIM card. If your Virgin Mobile SIM card is lost or stolen and you do not notify us, we may cancel it in accordance with the agreement.

Credits on your pre-paid service

You cannot make any calls if the credits in your pre-paid account are below the minimum call credit for all call types and you cannot make a call for which the credits in your pre-paid account are insufficient to meet the minimum call credit for calls of that type. We may terminate a call without notice if the credits run out during a call.

You must add at least the minimum credit to your pre-paid service within the call credit validity period. If you do not, the remaining balance on your pre-paid service will be forfeited.

If the balance of your pre-paid service is zero, you must add at least the minimum credit before the expiry of the additional period. If you do not, we may cancel the service without notice.

Phone numbers

You do not own the phone number and your right to use the phone number ends if you no longer obtain the service, unless you port the phone number. We are not liable for any expense or loss due to any recovery or recovery and replacement of the phone number we may be required to make or you ceasing to have the right to use the phone number if you no longer obtain the service.

Your mobile phone

You may purchase a mobile phone and other mobile accessories from us under a mobile equipment payment plan. You will own the mobile phone from when you receive it. You are responsible for the maintenance and repair of the mobile phone (and any accessories you purchase from us), subject to any manufacturer's warranty, and for any insurance for the mobile phone (if you wish the mobile phone to be insured). You may not return the mobile phone or other accessories to us if you cancel the service (unless otherwise required by law, such as during a cooling off period, if applicable to you)

If the service is cancelled before the end of the minimum term or before the end of the equipment payment term, you may have to pay us the sum of any unpaid equipment charges. The terms of this plan are set out in Appendix C to the agreement.

If you do not purchase a mobile phone from us for use with the service, we make no warranty under the agreement that the mobile phone is suitable for use in connection with the service or any value added service feature, or about the quality of the mobile phone. If you do not obtain the mobile phone from us for use with the service, you are responsible for making sure that all regulatory approvals for your mobile phone have been obtained and your mobile phone complies with all relevant technical regulations and specifications.

Network locking

If your mobile phone has been obtained from us it may be programmed to only work on our network. If you wish to use your phone on another network you may have to have network locking removed. To disable network locking you may have to pay a fee.

Blocking your mobile phone

We may activate IMEI blocking on your mobile phone if we reasonably believe your mobile phone is lost or stolen or if you obtain the service from us under false pretences.

Access restrictions

The service cannot be used for some data, fax and paging services, for roaming or to call most information services.

VIRGIN MOBILE FAIR USE POLICY:

The Virgin Mobile Fair Use Policy applies to your use of the service. The policy applies in circumstances where there is excessive, unreasonable or fraudulent use of any of our special offer giving you services lower than our standard rates. If there is excessive, unreasonable or unacceptable use of the service we may ask you to reduce your use and may, if you do not reduce your use, withdraw the offer and charge you standard rates for your usage. The policy is set out in full at Appendix B.

Other Formats / Languages:

This summary is accessible online at <http://www.virginmobile.com.au/sfoa.html> 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.

CONTACT DETAILS	
Customer Service	<p>By phone</p> <p>1300 555 100</p> <p>On the Internet</p> <p>www.virginmobile.com.au</p>
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