

DICTIONARY

WHAT DO TERMS IN THE *AGREEMENT* MEAN?

DEFINITIONS

3G	means wideband CDMA which operates at a higher frequency to transmit voice and data services than the digital GSM cellular mobile <i>network</i> and GPRS <i>networks</i> . <i>HSDPA</i> is available if <i>you</i> have a <i>HSDPA</i> compatible device and are located in a <i>HSDPA</i> coverage area.
<i>Acceptable Use Policy</i>	means the Virgin Broadband Acceptable Use Policy as set out in Appendix D. The <i>Acceptable Use Policy</i> sets out the rules and guidelines with which <i>you</i> must comply in using the <i>service</i> .
<i>access fee</i>	means the fixed payment for access to the <i>service</i> payable on a regular basis (usually monthly). The <i>access fee</i> is payable regardless of the actual usage of the <i>service</i> . A <i>minimum monthly spend</i> or <i>commitment charge</i> and <i>minimum monthly service charge</i> are also <i>access fees</i> .
<i>access line</i>	means a line or link and the ancillary <i>facilities</i> over which a telephony <i>service</i> is delivered, connecting the <i>premises</i> where the telephony service is delivered to a local exchange of a <i>carrier</i> or <i>carriage service provider</i> .
<i>account</i>	means the postpaid <i>account</i> that <i>we</i> open in <i>your</i> name once <i>we</i> have accepted <i>your application</i> and <i>you</i> have given <i>us</i> any valid user information <i>we</i> ask for.
<i>additional period</i>	has the meaning set out in clause 4.8 of the Virgin Mobile Digital Mobile <i>Service Description</i>
<i>additional service features</i> .	are the additional features <i>you</i> may obtain with the <i>service</i> . Descriptions of, and the terms and conditions associated with, each <i>additional service feature</i> available with the <i>service</i> are set out in the <i>pricing tables</i> . The <i>additional service features</i> may be added or removed from time to time.
<i>agreement</i>	means the terms and conditions on which <i>we</i> supply the <i>service</i> to <i>you</i> .
<i>appendices</i>	means the appendices containing information relevant to the <i>service</i> .
<i>application</i>	means the part of the <i>agreement</i> which is the written or verbal <i>application</i> <i>you</i> complete to request that <i>we</i> supply the <i>service</i> to <i>you</i> . An <i>application</i> can be for a new <i>service</i> , or can be for an upgrade of an existing <i>service</i> .
<i>broadband</i>	is a data transmission rate that is significantly faster than standard <i>dial-up modem</i> transmissions. <i>Broadband</i> can carry voice, video and data (including Internet) traffic.
<i>call</i>	means a call of the type set out in Appendix G.

<i>cancel the service</i>	means that the <i>service</i> is cancelled and the <i>agreement</i> is terminated.
<i>cancel the service for convenience</i>	means to <i>cancel the service</i> in circumstances where <i>you</i> have not breached the <i>agreement</i> and there is no other event which triggers the right to <i>cancel the service</i> .
<i>cancellation date</i>	(a) the date 30 days after <i>you</i> notify <i>us</i> that <i>you</i> wish to <i>cancel the service</i> , unless <i>we</i> agree otherwise, (b) the date at least 30 days after <i>we</i> notify <i>you</i> that <i>we</i> will be <i>cancelling the service</i> , or (c) as otherwise set out in the <i>agreement</i> .
<i>cancellation fee</i>	means the cancellation fee or termination charge (or <i>early termination fee</i> and may include the <i>premature evacuation fee</i>) which <i>you</i> may be charged on <i>cancellation of the service</i> . Unless otherwise indicated in the <i>service description</i> , any <i>cancellation fee</i> payable is set out in the <i>pricing tables</i> or relevant advertising material.
<i>carriage service provider</i>	See the Interpretation Section, below.
<i>carrier</i>	See the Interpretation Section, below.
<i>chargeable calling time</i>	means that part of each <i>call's</i> duration for which <i>you</i> are charged. The <i>chargeable calling time</i> commences when the <i>call</i> is answered and finishes when the circuit established for the <i>call</i> is released at the local exchange or other <i>network facility</i> which connects <i>you</i> , or the other exchange or <i>network facility</i> at which <i>call</i> duration is measured.
<i>Classification Board</i>	is the Classification Board established under the <i>Classification (Publications, Films and Computer Games) Act 1995</i> (Cth).
<i>CLI</i>	stands for Calling Line Identification. This is a telephone <i>network</i> signalling capacity that generates data, at the time a telephone <i>call</i> is established, that identifies the calling party telephone number/s (i.e. the billing telephone number and in some instances also other numbers, such as an extension number in an office).
<i>CND</i>	stands for Calling Number Display. This facility is a <i>CLI</i> based service that displays or presents the caller's telephone number to the recipient of the <i>call</i> (i.e. to the called party).
<i>charging zone</i>	refers to geographical areas within Australia which have been established by <i>us</i> for the purpose of determining <i>call</i> rates. A list of <i>charging zones</i> , and their adjacent <i>charging zones</i> is set out in <i>Virgin Home Phone Call Types Appendix G</i>
<i>churn</i>	means to change from having a <i>service</i> supplied by one <i>carrier</i> or <i>carriage service provider</i> to having the service supplied by another <i>carrier</i> or <i>carriage service provider</i> .
<i>commitment charge</i>	See minimum monthly spend

connection fee	means the connection fee (if any) set out in the <i>pricing table</i> .
consequential loss	means any <i>loss</i> of revenue or profits, <i>loss</i> of anticipated savings, <i>loss</i> of data, <i>loss</i> of value of equipment, any penalties or fines imposed by a <i>regulator</i> and any <i>loss</i> that is an indirect <i>loss</i> .
consumer	means a person who acquires and uses the <i>service</i> for personal, domestic or household use only.
content	means: (a) all forms of information, including text, pictures, animations, video, sound recordings, software, separately or combined, and (b) any <i>content</i> service, sent and received across a <i>network</i> . For the avoidance of doubt, <i>content</i> includes, but is not limited to, SMS and MMS.
credit rating	means information about <i>your</i> credit worthiness, credit standing, credit history or credit capacity that credit providers are entitled to give to each other under the <i>Privacy Act 1998</i> (Cth).
data allowance	means the amount of maximum data usage that can be used at <i>high-speed</i> in a given billing month as set out in <i>your pricing plan</i> . <i>Data allowance</i> is measured in Megabytes (MB) (1 Gigabyte (GB) = 1000 MB).
data usage	means the amount of data that <i>you</i> have <i>downloaded</i> in a given billing month. <i>Data usage</i> is measured in MB.
download	means to move data from <i>our network</i> to <i>your home modem, USB modem</i> or connected device.
early termination fee	See cancellation fee.
electronic messaging	includes all forms of electronic communications to other individuals including e-mail, instant messaging, web to SMS, Internet chat and online forums.
end user	means any person: (a) to whom <i>you</i> ask <i>us</i> to supply the <i>service</i> directly, (b) to whom <i>you</i> resupply the <i>service</i> , or allow to distribute the <i>service</i> , (c) who <i>you</i> allow to use the <i>service</i> , or (d) to whom <i>you</i> supply any goods or services which use or rely on the <i>service</i> .
enhanced calling features	Means the <i>enhanced calling features</i> as set out in Appendix F.
equipment charges	means any payment for equipment obtained from <i>us</i> including, for example, <i>mobile phones</i> or modems and includes the cost of any <i>software</i> or licences supplied to operate in conjunction with that equipment. See Appendix C if you are purchasing equipment on a <i>Phone Instalment Plan</i> .
equipment owned by us	means any equipment <i>we</i> , or <i>our personnel</i> , may provide to <i>you</i> to use in connection with the <i>service</i>
equipment term	means the period of time <i>you</i> have to pay <i>us</i> the <i>equipment charges</i> for any <i>mobile phone</i> or other <i>equipment</i> <i>you</i> purchase from <i>us</i> under the <i>phone instalment plan</i> .
excluded event	means:

	<p>(a) a breach of the <i>agreement</i> by <i>you</i>,</p> <p>(b) a negligent or fraudulent act or omission by <i>you</i> or any of <i>your personnel</i>, or</p> <p>(c) a failure of any of <i>your</i> equipment.</p>
<i>filtering solutions</i>	means Internet filtering software or systems approved for use under the Internet Industry Association Content Codes of Practice registered under the <i>Broadcasting Services Act 1992</i> (Cth). The Internet Industry Association provides a list of approved <i>filtering solutions</i> on its website – www.ii.net.au
<i>fixed-length agreement</i>	means an <i>agreement</i> that has a <i>minimum term</i> , during which time neither <i>you</i> nor <i>we</i> are free to change the terms of the <i>agreement</i> or to <i>cancel the service</i> , other than as specifically provided for in the <i>agreement</i> . A <i>fixed-length agreement</i> does not include a month-to-month <i>agreement</i> .
<i>flagfall</i>	means a connection charge or an initial charge per <i>call</i>
<i>general terms</i>	means the part of the <i>agreement</i> entitled ' <i>general terms</i> '.
<i>Globetrotting</i>	means the ability to use the <i>network</i> of overseas mobile <i>carriers</i> when travelling overseas, also known as <i>International Roaming</i> .
<i>GSM network</i>	means the <i>Optus</i> mobile <i>GSM</i> (global system for mobile) <i>network</i> which is the digital mobile <i>network</i> used to transmit voice and data services.
<i>high-speed</i>	means a data transmission rate that is considerably faster than the rates provided by standard 28.8 or 56 kbps <i>dial-up modems</i> .
<i>home modem</i>	means the <i>modem</i> supplied by <i>us</i> to use in connection with the Broadband at Home <i>service</i> .
<i>HSDPA</i>	means High-Speed Downlink Packet Access, which is a 3G mobile telephone protocol which provide for UMTS based <i>networks</i> to increase their data transfer speeds and capacity
<i>insolvency event</i>	means: <p>(a) bankruptcy proceedings are commenced against <i>you</i>, or <i>you</i> are declared bankrupt,</p> <p>(b) any step is taken to enter into any scheme of arrangement between <i>you</i> and <i>your</i> creditors,</p> <p>(c) any step is taken by a mortgagee to enter into possession or dispose of the whole or any part of <i>your</i> assets or business,</p> <p>(d) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person to <i>you</i> or to the whole or any part of <i>your</i> assets or business,</p> <p>(e) <i>you</i> suspend payment of <i>your</i> debts generally, or</p> <p>(f) <i>you</i> are, or become, unable to pay <i>your</i> debts when they are due or <i>you</i> are, or are presumed to be, insolvent for the purposes of any provision of the <i>Corporations Act 2001</i> (Cth).</p>
<i>intellectual property rights</i>	means any intellectual or industrial property rights (including any registered or unregistered trademarks, patents, designs, or copyright).
<i>International roaming</i>	See <i>Globetrotting</i>

<i>Internet Usage Meter</i>	means the online personal <i>data usage</i> indicator that displays the <i>data usage</i> for <i>your service</i> .
<i>intervening event</i>	is an event outside <i>your</i> or <i>our</i> reasonable control which interferes with the operation of the <i>network</i> we use to supply the <i>service</i> and results in ongoing disruption to the <i>service</i> . An <i>intervening event</i> includes failure of any electrical power supply, failure of air-conditioning or humidity control, electromagnetic interference, fire, storm, flood, earthquake, accident, war, the change or introduction of any law or regulation (including the <i>Telecommunications Legislation</i>) or an act or omission of any third party or any failure of any equipment owned or operated by any third party (including any <i>regulator</i> , any <i>supplier</i> or any of their <i>personnel</i>).
<i>LAN</i>	stands for Local Area Network and is a network of connected computers that are in a limited geographic area.
<i>local call</i>	means a call made to an <i>access line</i> (that is, <i>calls</i> not made to a <i>mobile phone</i>) where the <i>call</i> is made to a number in the same <i>charging zone</i> , based on area code. A description of <i>charging zones</i> is set out in the Virgin Home Phone Call Types Appendix G.
<i>loss</i>	means any loss, cost, liability or damage, including reasonable legal costs.
<i>maximum cancellation fee</i>	is the <i>cancellation fee</i> (or termination fee, and may include a <i>premature evacuation fee</i>) set out in each <i>pricing plan</i>
<i>minimum monthly service charge</i>	See minimum monthly spend
<i>minimum monthly spend</i>	means the fixed payment for access to the <i>service</i> payable on a regular basis (usually monthly). The <i>minimum spend</i> is payable regardless of the actual usage of the <i>service</i> . A <i>minimum spend</i> or <i>minimum monthly spend</i> or charge are also <i>access fees</i> .
<i>minimum spend</i>	See minimum monthly spend
<i>minimum system requirements</i>	means the minimum computer hardware and operating systems software required for connection and customer support for the Virgin Broadband <i>services</i> . The <i>minimum system requirements</i> can be found in Attachment 1 to the Virgin Broadband <i>service description</i> .
<i>minimum term</i>	means the period of time for which <i>you</i> have agreed to receive the <i>service</i> under a <i>fixed-length agreement</i> . The <i>minimum term</i> begins on the <i>service start date</i> and runs for the period of time stated on the <i>application</i> , unless otherwise set out in the <i>agreement</i> . For a non fixed-length <i>agreement</i> , there is no <i>minimum term</i> .
<i>mobile phone</i>	Includes, without limitation, a <i>mobile phone</i> , a voice and data handset and a data only handset.
<i>national call</i>	means a call made to an <i>access line</i> (that is, <i>calls</i> not made to a <i>mobile phone</i>) where the <i>call</i> is made to a number in a different <i>charging zone</i> , based on area code. A description of <i>charging zones</i> is set out in the Virgin Home Phone Call Types Appendix G. A <i>national call</i> is also known as a long distance <i>call</i> .
<i>network</i>	means any interconnected telecommunications equipment, <i>facilities</i> , or cabling.

<i>non fixed-length agreement</i>	means an <i>agreement</i> that does not have a <i>minimum term</i> , or a <i>fixed-length agreement</i> where the <i>minimum term</i> has expired. A <i>non fixed-length agreement</i> includes a month-to-month <i>agreement</i> .
<i>online forum</i>	means a forum accessible on the Internet that is generally devoted to the discussion of a specific topic area and includes (but is not limited to) newsgroups, message boards, chat rooms or mailing lists.
<i>Numbering regulations</i>	means ACMA's Numbering Plan and Telecommunications Numbering Plan Number Declarations
<i>Optus</i>	means Optus Mobile Pty Limited (ABN 65 054 365 696).
<i>IMEI blocking</i>	allows <i>us</i> to block <i>your mobile phone</i> if <i>your mobile phone</i> is lost or stolen.
<i>our network</i>	means the <i>Optus</i> digital GSM cellular mobile <i>network</i> , which is the <i>network</i> used to supply the <i>service</i> to <i>you</i> , and which includes the <i>HSDPA</i> and <i>3G networks</i> .
<i>peer to peer</i>	is peer to peer architecture, (abbreviated as P2P) means a type of network in which each workstation has equivalent capabilities and responsibilities. Generally, peer to peer networks are used for sharing files between 2 or more workstations over an IP network.
<i>personal information</i>	means information about <i>you</i> from which <i>your</i> identity is apparent or can reasonably be ascertained. <i>Personal information</i> includes <i>your</i> name, address and other details, and <i>your</i> personal or commercial <i>credit rating</i> .
<i>personnel</i>	of a person means that person's employees, agents, contractors or other representatives and, in the case of <i>us</i> , includes the employees, agents, contractors or other representatives of any <i>Virgin Mobile group company</i> .
<i>Phone Instalment Plan</i>	Means the <i>Equipment Payment Plan</i> described in Appendix C.
<i>Phone Number</i>	means the phone number <i>you</i> choose or <i>we</i> select and issue to <i>you</i> in accordance with the <i>Numbering Regulations</i> .
<i>premature evacuation fee</i>	see <i>cancellation fee</i> . This is charged when you <i>cancel the service</i> within the first 6 months of <i>your minimum term</i> .
<i>premises</i>	means locations: (a) at which <i>we</i> supply the <i>service</i> , and/or (b) to which <i>we</i> need to have access to supply the <i>service</i> .
<i>pre-paid account</i>	means the electronic <i>account</i> associated with <i>your</i> pre-paid mobile <i>service</i> to which credits are added.
<i>Pre-paid voucher</i>	means physical <i>recharge</i> credits, electronic vouchers and credit card top ups or specific values used to top up or <i>recharge</i> credit on <i>your</i> pre-paid <i>account</i> .
<i>pricing plan</i>	contains information about the terms and conditions and prices of the plan <i>you</i> have selected in <i>your application</i> . <i>You</i> may also hear a <i>pricing plan</i> referred to as a 'rate plan'. The <i>pricing plans</i> are set out in the <i>pricing tables</i> . Pricing and charges may also be set out in relevant advertising material.
<i>pricing table</i>	means the part of the <i>agreement</i> entitled ' <i>pricing table</i> ', which sets out

	details of <i>our</i> standard rate plan, pricing and charges for the <i>service</i> .
<i>primary e-mail address</i>	means the e-mail address provided with <i>your service</i> . The <i>primary email address</i> may receive communications related to the <i>service</i> from time to time.
<i>Priority Assistance</i>	means the provision of the highest level of service practically available at that time supplied to Provisional Priority Customers and Priority Customers in relation to new connections, fault repairs and service reliability of the standard telephone service at the Provisional Priority Customer's or Priority Customer's place of residence.
<i>port</i>	means to <i>transfer your phone number</i> from one <i>carrier or carriage service provider</i> to another <i>carrier or carriage service provider</i> in conjunction with <i>your service</i> . <i>Porting</i> is also referred to as <i>transferring</i> .
<i>R18+ rated</i>	means material rated R18+ in accordance with the provisions of the <i>Classification (Publications, Films and Computer Games) Act 1995</i> which includes (but is not limited to) material containing excessive and/or sexual violence, implied or simulated sexual activity, or materials which deal with issues or contains depictions that requires an adult perspective.
<i>RC rated</i>	means material rated RC in accordance with the provisions of the <i>Classification (Publications, Films and Computer Games) Act 1995</i> which includes (but is not limited to) material containing detailed instruction in crime, violence or drug use, child pornography, bestiality, excessive violence or sexual violence, real depictions of actual sexual activity or obscene material.
<i>recharge</i>	means to recharge or top up <i>your recharge credit</i> on <i>your pre-paid account</i> .
<i>recharge voucher</i>	means <i>pre-paid vouchers</i> , e-vouchers and credit card top ups or specific values used to top up or <i>recharge credit</i> on <i>your pre-paid service</i> .
<i>regulator</i>	means the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, the Australian Communications Industry Forum Limited, the Telecommunications Industry Ombudsman or any other relevant government or statutory body or authority.
<i>related corporation</i>	of a company means another company that is related to that entity in any of the ways specified in section 50 of the <i>Corporations Act 2001</i> (Cth).
<i>required equipment</i>	means: <ul style="list-style-type: none"> ▪ a computer which meets the <i>minimum system requirements</i>, ▪ a <i>USB modem</i> for the <i>Mobile Broadband service</i>, or <i>home modem</i> for the <i>Broadband at Home service</i> ▪ a power point for the <i>home modem</i> ▪ a <i>SIM card</i> for the <i>home modem</i> or <i>USB modem</i>,

	<ul style="list-style-type: none"> ▪ if required, any additional items that may be needed for <i>your</i> particular computer and telephone service to allow <i>you</i> to connect to the <i>service</i>.
restricted access system	means a ‘restricted access system’ as referred to on the Australian Communications and Media Authority website at www.acma.gov.au .
secondary contact	means another person nominated and authorised by <i>you</i> to receive access to and operate <i>your account</i> on <i>your</i> behalf in accordance with the <i>agreement</i>
self-installation kit.	is a kit containing the items needed for <i>you</i> to install the <i>service</i> on <i>your</i> computer. The <i>self-installation kit</i> includes <i>software</i> required to connect to the Mobile Broadband <i>service</i> .
service	means the service, with the features requested in the <i>application</i> as described in the <i>service description</i> , and any related goods (including equipment) and ancillary services which <i>we</i> supply to <i>you</i> in connection with that <i>service</i> .
service description	means the part of the <i>agreement</i> entitled ' <i>service description</i> ', which is <i>our</i> standard <i>service description</i> for <i>consumers</i> describing the <i>service</i> .
service start date	for the <i>service</i> means the date on which <i>we</i> start supplying that <i>service</i> to <i>you</i> , unless otherwise specified in the <i>service description</i> .
SIM card	is the subscriber identity module (SIM) card. It is inserted into the <i>mobile phone</i> or <i>home modem</i> and is programmed to allow <i>you</i> access to <i>our service</i>
software	means the software supplied by <i>us</i> for use with the Mobile Broadband <i>service</i> and includes the <i>software</i> used to install the <i>service</i> on <i>your</i> computer, as updated from time to time.
spam	means unsolicited commercial electronic messages, or the sending of such messages, that do not include accurate sender information and do not contain an unsubscribe facility, as defined in the <i>Spam Act 2003</i> (Cth).
special	means a special promotion or offer made by <i>us</i> in connection with the <i>service</i> .
speed limited	means that your <i>data usage</i> speed is limited to a maximum speed stated in the <i>pricing tables</i> for your pricing plan. In practice, if you are limited to 128kbps, this will be a data speed of up to 128kbps.
Standard Telephone Service	has the meaning given by section 6 of the Telecommunications (Consumer Protection and Service Standards) Act 1999 (Cth), but does not include: (a) a Public Mobile Telephone Service; or (b) a service supplied to a business premises not used as or attached to a place of residence.
Statutory Warranties	
supplier	means any supplier of goods or services (including interconnection services) which are used directly or indirectly by <i>us</i> to supply the <i>service</i> to <i>you</i> . Where a <i>supplier</i> supplies goods or services to <i>you</i> directly, that <i>supplier</i> is not acting in its capacity as <i>supplier</i> , but rather is a third party providing services directly to <i>you</i> .
tax	means any value-added or goods and services tax, withholding tax, charge (and associated penalty or interest), rate, duty or impost imposed by any authority at any time but does not include any taxes on income or capital gains.

Telecommunications Legislation	means the <i>Telecommunications Act 1997</i> (Cth), the <i>Telecommunications (Consumer Protection and Service Standards) Act 1999</i> (Cth) and Part XIB, Part XIC and related provision of the <i>Trade Practices Act</i> .
Trade Practices Act	means the <i>Trade Practices Act 1974</i> (Cth).
transfer	means to transfer or <i>port your phone number</i> from one <i>carrier</i> or <i>carriage service provider</i> to another <i>carrier</i> or <i>carriage service provider</i> in conjunction with <i>your service</i> . <i>Transferring</i> is also referred to as <i>porting</i> .
unsuccessful call	means a <i>call</i> which is not successfully connected to a called number (including a number to which a called number diverts), including where: <ul style="list-style-type: none"> (a) the called number is engaged, disconnected or out of order, (b) the called number cannot be accessed using the <i>service</i>, or (c) there are <i>network</i> or other <i>service</i> failures that have caused temporary interruptions to the <i>service</i>. For the avoidance of doubt, <i>unsuccessful calls</i> do not include, without limitation, SMS and MMS.
unusually high use	means high out of pattern usage of the <i>service</i> on a short term basis or a sustained high usage which exceeds the general average usage of customers on a similar <i>pricing plan</i> or who have accepted a similar <i>special</i> .
upload	means to move data from <i>your home modem</i> or <i>USB modem</i> or connected device to <i>our network</i> .
usage period	The usage period starts on the first day the broadband <i>service</i> is used and resets on that day every calendar month, or the first of the month when the usage period would ordinarily reset on the 29th, 30 th or 31 st of a month when that month does not have that day.
USB modem	means a <i>USB Modem</i> supplied by <i>us</i> to use in connection with the Mobile Broadband <i>service</i> .
UTMS	means Universal Mobile Telecommunications System
value added service features	are the additional features <i>you</i> may obtain with the <i>service</i> . Descriptions of the <i>value added service features</i> available with the <i>service</i> and the associated fees and charges are set out in the <i>pricing table</i> .
Virgin Broadband account	means the e-mail account where you are billed for one or more <i>services</i> and through which you can monitor and request changes to the <i>service</i> .
Virgin Broadband Acceptable Use Policy	Means the <i>Virgin Broadband Acceptable Use Policy</i> set out in Appendix D.
Virgin Broadband Home Phone Fair Use	Means the <i>Virgin Broadband Home Phone Fair Use Policy</i> set out in Appendix E.

<i>Policy</i>	
<i>Virgin Mobile Fair Use Policy</i>	Means the <i>Virgin Mobile Fair Use Policy</i> set out in Appendix B.
<i>Virgin Mobile</i>	means Virgin Mobile (Australia) Pty Limited (ABN 67 092 726 442)]
<i>Virgin Mobile group company</i>	means <i>Virgin Mobile</i> and each of its <i>related corporations</i> .
<i>Virgin Mobile network</i>	means the <i>Optus network</i> which is used to supply the <i>service</i> and which we resupply to <i>you</i> , as set out in the <i>service description</i> .
<i>Virgin Vibe</i>	Means the <i>virgin vibe</i> services we may offer from www.virginmobile.com/vibe and/or www.virginvibe.com/wap from time to time, which may include ring tones, games, text-based chat services, MMS, icons, picture messages and picture logos, and pulse and subscription services. The <i>content</i> that is available through <i>Virgin Vibe</i> is subject to change at <i>our</i> discretion. <i>You</i> can access further details at www.virginmobile.com.au/sfoa.html
<i>warranty period</i>	means the period, starting from the date of delivery to <i>you</i> , during which a hardware supplied by <i>us</i> will be repaired or replaced at no charge. The warranty period is 24 months, unless specified otherwise in the <i>service description</i> or <i>pricing table</i> .
<i>we</i>	means <i>Virgin Mobile</i> (and <i>us</i> and <i>ours</i> is to be construed accordingly).
<i>X18+ rated</i>	means material rated X18+ in accordance with the provisions of the Classification (Publications, Films and Computer Games) Act 1995 which includes (but is not limited to) material containing real depictions of actual sexual activity.
<i>you</i>	means the person who fills out the <i>application</i> (and <i>your</i> and <i>yours</i> is to be construed accordingly). Only one person may fill out the <i>application</i> .

INTERPRETATION

- (a) The following words have the same means in the *agreement* as they have in the *Telecommunications Legislation*:
 - (i) carriage service,
 - (ii) carriage service provider,
 - (iii) carrier,
 - (iv) *content* service, and
 - (v) facility.
- (b) A term which is defined in any part of the *agreement* has the same meaning in every other part of the *agreement*.
- (c) The singular includes the plural and vice versa.
- (d) Different grammatical forms of the same word(s) have the same meaning.
- (e) Examples or words of inclusion are illustrative only and do not limit what else might be included.
- (f) A reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (g) A reference to A\$, \$A, dollar or \$ is to Australian currency, unless otherwise stated.