

**VIRGIN MOBILE**  
**POSTPAID MOBILE SERVICES DESCRIPTION**

Click on the section that *you* are interested in

<b>1. ABOUT THIS SERVICE DESCRIPTION .....</b>	<b>3</b>
<b>2. THE SERVICE.....</b>	<b>3</b>
2.1 What is the <i>service</i> ? .....	3
2.2 Who supplies the <i>service</i> ? .....	4
2.3 Coverage.....	4
2.4 Use of the <i>service</i> .....	5
2.5 Applying for the <i>service</i> .....	5
<b>3. SERVICE CHARGES.....</b>	<b>5</b>
3.1 Monthly credit limit.....	5
3.2 What does the cost of the <i>service</i> depend on? .....	6
3.3 What are the fees and charges for using the <i>service</i> ? .....	6
3.4 Types of fees and charges (including <i>minimum monthly spend</i> , administration charges and other charges).....	6
3.5 How do we calculate fees and charges?.....	7
3.6 Can you change your <i>pricing plan</i> ? .....	7
3.7 <i>Equipment charges</i> .....	8
3.8 Variable charges .....	8
<b>4. BILLING AND PAYMENTS.....</b>	<b>8</b>
4.1 How often will we bill you? .....	8
4.2 What will appear on your bill? .....	8
4.3 We may use a billing agent to bill you.....	8
4.4 What types of payment methods may you use?.....	9
4.5 When must you pay your bill? .....	9
4.6 What happens if you do not pay your bill by the due date?.....	9
4.7 Multiple <i>services</i> .....	10
4.8 What happens if you have overpaid? .....	10
<b>5. NETWORK LOCKING.....</b>	<b>10</b>
<b>6. SIM CARD.....</b>	<b>11</b>
6.1 What do I need to connect to the <i>service</i> ? .....	11
6.2 Who owns the <i>SIM card</i> ? .....	11
6.3 What do you do if your <i>SIM card</i> is lost or stolen? .....	11
6.4 Replacing the <i>SIM card</i> .....	11
<b>7. PHONE NUMBERS.....</b>	<b>12</b>
7.1 How do you obtain a <i>phone number</i> ? .....	12
7.2 How are <i>phone numbers</i> allocated?.....	12
7.3 Can we change the <i>phone number</i> we have allocated you? .....	12
7.4 Can you change the <i>phone number</i> we have allocated you? .....	12
7.5 Who owns the <i>phone number</i> ? .....	12
7.6 Our liability to you in respect of <i>phone numbers</i> .....	12

<b>8. MOBILE NUMBER PORTABILITY .....</b>	<b>13</b>
8.1 <i>Porting from another carrier or carriage service provider.....</i>	13
8.2 <i>Porting from us .....</i>	13
<b>9. YOUR MOBILE PHONE.....</b>	<b>14</b>
9.1 Provision of the <i>mobile phone</i> .....	14
9.2 Providing proof of ownership of <i>your mobile phone</i> .....	14
9.3 <i>Your responsibilities in relation to your mobile phone</i> .....	15
9.4 What can we do if <i>your mobile phone</i> is faulty or interferes with the service? 15	
<b>10. LOST OR STOLEN MOBILE PHONE .....</b>	<b>15</b>
10.1 What should <i>you</i> do if <i>your mobile phone</i> is lost or stolen? .....	15
10.2 Reactivating the <i>service</i> or de-activating <i>IMEI blocking</i> .....	15
10.3 Important things to note whilst <i>your mobile phone</i> is suspended or <i>IMEI blocking</i> is activated.....	16
10.4 In what other circumstances could we block <i>your mobile phone</i> ? .....	16
10.5 Who do we inform that <i>your mobile phone</i> is blocked or unblocked? .....	16
<b>11. PHONE NUMBER DISPLAYS .....</b>	<b>16</b>
11.1 <i>Calling Number Display (CND)</i> .....	16
11.2 SMS and MMS .....	16
<b>12. ACCESS RESTRICTIONS.....</b>	<b>17</b>
12.1 Barring of <i>calls</i> made from the <i>mobile phone</i> .....	17
12.2 Barring of <i>calls</i> to 190 numbers.....	17
12.3 International <i>Calls</i> .....	17
<b>13. TEMPORARY SUSPENSION OF THE SERVICE BY YOU.....</b>	<b>17</b>
13.1 Can <i>you</i> temporarily suspend the <i>service</i> ? .....	17
13.2 Will <i>you</i> have to pay the <i>minimum monthly spend</i> whilst the <i>service</i> is temporarily suspended? .....	17
13.3 What <i>calls</i> can <i>you</i> make or receive when the <i>service</i> is suspended? .....	17
<i>You cannot receive any incoming calls or make any outgoing calls, except to emergency services, when the service is suspended.</i> .....	17
13.4 For how long can <i>you</i> temporarily suspend the <i>service</i> ? .....	17
<b>14. BARRING AS AN ALTERNATIVE TO SUSPENSION .....</b>	<b>17</b>
<b>15. SUPPLIER AND THIRD PARTY SERVICES.....</b>	<b>18</b>
<b>16. VIRGIN VIBE AND OTHER INFORMATION - VALUE ADDED SERVICES.....</b>	<b>18</b>
<b>17. CONTACTING US.....</b>	<b>18</b>

## 1. ABOUT THIS SERVICE DESCRIPTION

- (a) This is the *service description* for the Virgin Mobile Post-Paid Mobile Service.
- (b) The *agreement* is made up of:
  - (i) *your application*,
  - (ii) *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.virginmobile.com.au/sfoa.html](http://www.virginmobile.com.au/sfoa.html)
- (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. THE SERVICE

### 2.1 What is the service?

- (a) The *service* allows *you* to:
  - (i) make *calls* from and receive *calls* to *your mobile phone*, and
  - (ii) send *content* from and receive *content* to *your mobile phone*, including *data calls*, and
  - (iii) subject to clause 2.1(b), use a range of *value added service features*,

on *our network* for *your own* personal or business use only.
- (b) We do not activate all *value added service features* when *you* connect to the *service*. Many *value added services* require specific equipment to use them (for example, video calls access the 3G *network* and *you* will need a compatible *mobile phone* to make these calls using the *service*). *Appendix A* contains detailed information on the *value added service features* available to use

with the *service* including whether there are special activation procedures, equipment requirements or limitations on use.

## 2.2 Who supplies the *service*?

- (a) *Virgin Mobile* 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.

## 2.3 Coverage

- (a) The *service* is not available in all areas of Australia. You may obtain coverage maps showing where the *service* is available in Australia from us or from our website: [www.virginmobile.com.au](http://www.virginmobile.com.au). You are responsible for inquiring whether coverage is available in the area in which you would normally use the *service*.
- (b) 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 during a *call*, and
  - (iii) there will be no congestion on our network.
- (c) Certain *value added service features* are only available in specific network coverage areas. For example, some *value added service features* are only available in *Optus 3G network* coverage areas. The description of the *value added service features* in *Appendix A* will tell you if availability is limited to specific *network* coverage areas.
- (d) *Globetrotting* is not available in all countries or in all areas of those countries. The countries where *Globetrotting* is available may change. You can obtain information on where *Globetrotting* is available from us or from our website: [www.virginmobile.com.au](http://www.virginmobile.com.au).
- (e) 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.

## 2.4 Use of the service

- (a) In addition to any other obligations *you* may have under the *agreement* \*(including *your* obligations under the *general terms* and the Fair Use Policy (*Appendix B*)), *you* must not:
- (i) make or receive *calls* or send or receive *content* on *our network* other than for *your* own personal or business use, as described in clause 2.1 above,
  - (ii) wholesale any *service* (including transit, refile or aggregate domestic or international traffic) on *our network*, or
  - (iii) use the *service* (including any *SIM card*) in connection with a device that switches or reroutes *calls* to or from *our network* or the *network* of any *supplier*,
- without obtaining *our* written consent first. *We* may give or withhold *our* consent, or make *our* consent subject to conditions, in *our* discretion.
- (b) If *you* breach paragraph (a) above, *we* may, in addition to and without limiting *our* other rights under the *agreement*, immediately suspend or *cancel the service*. *We* will notify *you* if *we* do this.
- (c) Change of ownership is permitted during the *minimum term* as long as the new applicant meets *our* credit assessment criteria and both *you* and the new owner agree to the conditions on the Change of Ownership form.

## 2.5 Applying for the service

*You* must pass a credit check at the time *you* apply for the *service*. The credit enquiry will remain on *your* credit file for up to 5 years.

## 3. SERVICE CHARGES

### 3.1 Monthly credit limit

- (a) *We* may place a monthly credit limit on *your account* (at any time and in an amount *we* consider appropriate) or require payment by direct debit or standing order authority.
- (b) *We* will generally advise *you* if *you* are approaching *your* credit limit via SMS when *you* are approaching *your* credit limit. *We* will also send a SMS when *you* have reached *your* credit limit to advise *you* that *your service* has been restricted.
- (c) *Your* use of the *service* above *your* credit limit is at *our* discretion and *we* will not be liable if *you* exceed the credit limit *we* have set from time to time.
- (d) *We* may not be able to include charges from third parties and *Globetrotting* charges when assessing *your* credit limit.

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

The cost of the *service* depends on:

- (a) the *pricing plan* you select,
- (b) *your* use of the *service* (including, for example, length of *call*, time and day of *call* (which may not be the local time where the *call* is made), destination of *call* and *call* type, and *your* use of any *value added service features*), and
- (c) 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*.

### 3.3 What are the fees and charges for using the *service*?

- (a) *You* must pay:
  - (i) the fees and charges for the *service*, which are set out in the *pricing tables*, on *our* website [www.virginmobile.com.au](http://www.virginmobile.com.au), or in any applicable *special*, and
  - (ii) any additional fees and charges noted in the *agreement* (including in *your application*) or notified by *us* in accordance with the *agreement* from time to time.
- (b) *You* must pay all fees and charges which are incurred for the *service* even if *you* did not authorise its use, including any fees and charges incurred by *your secondary contact* arising from that person's access to and operation of *your account*.
- (c) *You* must pay the fees and charges for the *service* even if the *service* is unavailable or *you* are unable to access the *service*. If *you* suffer 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 *equipment* not owned by *us*, *you* will be entitled to a refund or credit under clause 10.4 of the *general terms*.

### 3.4 Types of fees and charges (including *minimum monthly spend*, administration charges and other charges)

- (a) *You* will be charged that amount each month regardless of the actual usage of the *service* during that month.
- (b) Unused portions of the included call credit component of *your minimum monthly spend* cannot be spent in subsequent months.
- (c) Monthly included *calls/text/photos* will appear on *your* bill.
- (d) Some charges including the following do not count towards *your* included value:
  - (i) Globetrotting;

- (ii) any insurance charges;
  - (iii) any equipment charges;
  - (iv) minimum monthly spend; and
  - (v) *calls* to special numbers, texts or photos to special numbers, premium rate services and *Virgin Vibe content*, unless specified otherwise.
- (e) The *pricing tables* include full details of what is included and excluded in *your pricing plan*.
- (f) In addition to the fees and charges *you* incur in the normal use of the *service* (including a *minimum monthly spend*), *we* may charge *you* an administration fee and other similar charges. These costs may include suspension fees or *cancellation fees*, late payment fees, bill reprint fees, barring fees, payment dishonour fees and reconnection or reactivation fees. These charges are set out in the *pricing tables* for *your service*.
- (g) *We* may also ask *you* to make a pre-payment usage charge or request that *you* make an interim good-faith payment (including, for example, if there has been an *unusually high use* of the *service* or if *you* want to activate *roaming*). *We* will only do so if *we* have reasonable concerns about *your* credit worthiness or have reasonable grounds for believing that *we* may not be paid for the *service*.

### **3.5 How do we calculate fees and charges?**

- (a) To calculate fees and charges *we* look at billing information generated or received by *us*.
- (b) If *you* use the services of a third party, *you* will be billed at the third party's applicable rates and charges. *We* may bill *you* for *your* use of the services of a third party, but only if *we* are acting in *our* capacity as that third party's billing agent.

### **3.6 Can you change your pricing plan?**

- (a) *You* may change *pricing plan*:
  - (i) if *your* current *pricing plan* allows *you* to change, and
  - (ii) if *you* meet the eligibility criteria of the *pricing plan* to which *you* are wanting to change (for example, if *you* are changing from a *pricing plan* with lower charges to a *pricing plan* where there are higher charges that *you* meet the credit requirements of the *pricing plan* with higher charges).
- (b) Under the terms of *your pricing plan* there may be conditions attached to changing *your pricing plan*. Please refer to the *pricing tables* for details of *your pricing plan*.

- (c) From time to time *we* may offer *you* an option to upgrade *your* equipment. *We* may refuse *your application* to upgrade if *you* have not completed *your initial fixed-length agreement* or *we* may require *you* to pay the sum of any outstanding upfront costs or instalments for *your* existing equipment.

### **3.7 Equipment charges**

*You* must pay any *equipment charges* (such as the cost of *your mobile phone*) in addition to the fees and charges for use of the *service*. See clause 9.1 below and *Appendix C* for details of *your equipment payment plan*.

### **3.8 Variable charges**

- (a) Some fees and charges for the *service* are subject to variation, such as charges relating to:
- (i) international services or *Globetrotting*; and
  - (ii) *content* or premium services.
- (b) *You* should contact *us* before travelling overseas.

## **4. BILLING AND PAYMENTS**

### **4.1 How often will we bill you?**

- (a) *We* will usually send *you* a monthly bill for *your* use of *our service* and for any *services* used earlier if they haven't been paid by *you*.
- (b) If the charges incurred since *your* last bill are below a minimum amount specified by *us* from time to time detailed on *your* bill *we* may not send *you* a monthly bill until the charges *you* incur have reached that specified amount.
- (c) If *we* have not sent *you* a monthly bill, *we* will always send *you* a bill at the end of the quarter for all charges incurred during that quarter, even if *your account* has not reached that specified amount.

### **4.2 What will appear on your bill?**

*We* will try to include on *your* bill all charges for the relevant billing period. However, this is not always possible and *we* may include these unbilled charges in a later bill(s). *Your* first bill will have a pro-rated *minimum monthly spend* and included call credit component for the part of the month in which *your service* is connected.

### **4.3 We may use a billing agent to bill you**

*We* may bill *you* using a billing agent (which may be another *Virgin Mobile group company*).

#### 4.4 What types of payment methods may *you* use?

- (a) *You* may pay by one of the payment methods as set out in the payment notification, on *your* bill or on *our* website.
- (b) In some circumstances (for example, based on *our* credit assessment of *you*) *you* may be required to pay by direct debit.
- (c) If *your* payment is not honoured (for example, in the case of insufficient funds for direct debit or credit card payment, or a dishonoured cheque), *we* may charge *you* a fee.

#### 4.5 When must *you* pay *your* bill?

- (a) Subject to clause 10.2 of the *general terms*, *you* must pay the entire amount billed by the due date specified in the payment notification, bill or as otherwise notified by *us*, except for any disputed fees or charges for which *we* have suspended payment obligations.
- (b) In some circumstances (see clause 3.4(g) above) *we* can also ask *you* to pay *us* a reasonable amount before *you* receive any monthly bill or during connection to *our service* by a due date specified by *us*. These amounts will be credited to *your account*.

#### 4.6 What happens if *you* do not pay *your* bill by the due date?

If *you* do not pay *your* bill by the date the payment is due, *we* may:

- (a) charge *you* a late fee and/or a dishonour fee. *You* should see the relevant *pricing table* for the service concerned to check the late fee that applies.
- (b) if *you* have agreed to pay by direct debit, debit *your* bank account with the overdue amount unless *we* have received notice from *you* disputing *your* bill. If a direct debit fails or is rejected, *we* reserve the right to pass on to *you* any charges *we* may incur,
- (c) stop *you* using some or all of *our service* (including restricting outgoing and incoming *calls*, texts, photos),
- (d) bar, suspend or *cancel the service*, in accordance with clause 12.1 or 11.3 of the *general terms* as relevant or in accordance with this *service description*. If *we* bar, suspend or *cancel the service*, *we* may charge *you* a barring fee, suspension fee, *cancellation fee* or reconnection or reactivation fee. Reconnection or reactivation of the *service* is subject to payment of the reconnection or reactivation fee. *You* should see the relevant *pricing table* for the *service* concerned to check if a barring fee, suspension fee, *cancellation fee*, reconnection or reactivation fee applies, and if so, what that fee is;
- (e) engage a mercantile agent to recover the money *you* owe *us*. If *we* engage a mercantile agent, *we* may charge *you* a recovery fee,

- (f) notify credit reporting agencies as to *your* credit worthiness, credit standing and credit capacity;
- (g) institute legal proceedings against *you* to recover the money *you* owe *us*. If *we* institute legal proceedings, *we* may seek to recover *our* reasonable legal costs reasonably incurred, and
- (h) on-sell any unpaid amounts to a third party. If *we* do this, any outstanding amounts will be payable to that third party.

#### 4.7 Multiple services

If *you* have more than one *service* with *us* and are in arrears in payment for any of *your services*, *we* may elect (with *your* consent) to recover any amounts outstanding for any of *your services* from any of *your accounts* for *services* that have positive balances or bill *you* for the use of *our service* on *your* other *account*.

#### 4.8 What happens if *you* have overpaid?

- (a) If *you* have overpaid as a result of a billing error:
  - (i) *your account* will be credited with the amount *you* have overpaid, or
  - (ii) if *you* have stopped obtaining the *service*, *we* will use reasonable endeavours to notify *you* that *you* have overpaid and refund the over payment.
- (b) When *we* refund overpaid amounts under this clause 4.8, *we* will refund the overpaid amount to *you* by sending *you* a cheque, unless *your* overpayment was made by credit card where *we* will pay the refund back against *your* credit card.
- (c) Any credits applied to *your account* will first be used to offset any outstanding overdue charges before a refund will be issued.

### 5. NETWORK LOCKING

- (a) If *your mobile phone* 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 mobile phone*.
- (c) Before *we* provide *you* with the code to unlock *your mobile phone* *you* may have to pay a *network* locking removal fee (see the *pricing tables* for details).
- (e) Only an *account* holder (or *secondary contact*) can disable the *network* locking from *your mobile phone*.
- (f) *We* may refuse to disable the *network* locking from *your mobile phone* if:

- (i) *you are in breach of the terms of our agreement;*
- (ii) *you have already ported and we have invoiced you for the network locking removal fee but you have not paid that amount.*

## **6. SIM CARD**

### **6.1 What do I need to connect to the service?**

- (a) To be able to connect to the *service*, *you* need a *SIM card*.
- (b) If *you* do not already have a *SIM card* for use with the *service*, we will give *you* a *SIM card*. *You* may have a *SIM card* if *you* transfer from *our* pre-paid mobile service to the *service*.
- (c) *You* must keep the *SIM card* secure and only use it to access *our service*.

### **6.2 Who owns the SIM card?**

- (a) We own the *SIM card* and it remains *our* property at all times.
- (b) We may request that *you* return the *SIM card* if we issue *you* with a replacement *SIM card* or we no longer supply the *service* to *you*. We may charge *you* a replacement fee if *you* do not return the *SIM card* upon *our* request.
- (c) *You* must not interfere with or impair the operation of the *SIM card*.

### **6.3 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 *call us* on 1300 555 100 as soon as possible if the *SIM card* we have given *you* is lost or stolen or damaged so we can bar outgoing *calls*, suspend the *service* and/or activate *IMEI blocking* on *your mobile phone* (see clause 10 below).
- (c) If *your SIM card* is lost or stolen and *you* do not notify *us*, we may *cancel your service* in accordance with clause 11.3 of the *general terms*.
- (d) *You* are responsible for all charges for *calls* made using the lost or stolen *SIM card* up until the time *you* notify *us* that *your SIM card* has been lost or stolen and we bar outgoing *calls*, suspend the *service* or activate *IMEI blocking* (see clause 10 below).

### **6.4 Replacing the SIM card**

Unless *you* are otherwise in breach of the *agreement*, we will replace the *SIM card* (including where *your mobile phone* has been lost or stolen or the *SIM card* has been damaged), and may charge a replacement fee.

## **7. PHONE NUMBERS**

### **7.1 How do you obtain a phone number?**

If you do not already have a *phone number* for your mobile phone for use with the service, we will issue you a *phone number*.

### **7.2 How are phone numbers allocated?**

- (a) All *phone numbers* are selected, issued and used by us in accordance with the ACMA's Numbering Plan and Telecommunications Numbering Plan Number Declarations (*numbering regulations*).
- (b) For an additional charge, you may apply for a more memorable *phone number* ("Gold Number").

### **7.3 Can we change the phone number we have allocated you?**

- (a) We may be required to vary, withdraw, suspend or re-assign a *phone number* we have issued to 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.

### **7.4 Can you change the phone number we have allocated you?**

- (a) You may request a new *phone number*. If we agree to issue you a new *phone number*, you may have to pay a charge.
- (b) If you need a new *phone number* because you have received calls of a harassing nature and you reported the matter to the relevant law enforcement agency, we will supply you with a new *phone number* free of charge on the first two occasions. You will have to pay a charge for any further *phone number* changes.

### **7.5 Who owns the phone number?**

- (a) 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* (see clause 8 below).
- (b) If you stop obtaining the service and do not port the *phone number*, we may issue the *phone number* to another customer in accordance with the *numbering regulations*.

### **7.6 Our liability to you in respect of phone numbers**

We are not liable to you for any expense or loss incurred by you or your business due to:

- (a) any variation, withdrawal, suspension or re-assignment of the *phone number* under clause 7.3 above, or

- (b) *you ceasing to have the right to use the phone number under clause 7.5(a) above.*

## **8. MOBILE NUMBER PORTABILITY**

### **8.1 *Porting from another carrier or carriage service provider***

- (a) *You may be able to port a phone number you have obtained from another carrier or carriage service provider when you connect to the service.*
- (b) *By signing the port authorisation form or having your port authorisation voice recorded, you:*
  - (i) *authorise us to sign on your behalf and in your name forms of authority to your current supplier to port your phone number to us;*
  - (ii) *authorise your current supplier to port your phone number to us;*
  - (iii) *authorise us to disclose information in the port authorisation to other suppliers in the event of dispute over porting to us; and*
  - (iv) *will remain responsible for all amounts owing to your current supplier for any services they supply to you.*
- (c) *If you have signed a port authorisation form or had your port authorisation voice recorded to port your phone number to us from your previous supplier, we will use all reasonable efforts to port your phone number on the requested cut over date but have no liability to you for any delays in porting. The requested cut over date should not be more than 30 days from the date of making the request to port your phone number as long as you provide us with any information or make changes we advise you to make.*
- (d) *We will not charge you a fee for porting a phone number from another carrier or carriage service provider.*
- (e) *You must not cancel the service you have with the other carrier or carriage service provider before you port the phone number. We will inform the carrier or carriage service provider from which you have ported the phone number that you have ported the phone number and they will cancel the service.*
- (f) *You may need a new mobile phone or you may need to have your mobile phone unlocked if you are porting between different mobile networks or types of mobile networks.*

### **8.2 *Porting from us***

- (a) *You can port a phone number you have obtained from us for use with the service to another carrier or carriage service provider.*

- (b) *We may charge you a fee to port the phone number to another carrier or carriage service provider.*
- (c) *You must not cancel the service before you port the phone number. The carrier or carriage service provider to which you have ported the phone number will inform us that you have ported the phone number and we will cancel the service.*
- (d) *You can only port the phone number, you cannot port any value added services.*
- (e) *You may only port a phone number for which you are the authorised customer.*
- (f) *If you port your phone number to another carrier or carriage service provider, any included call credits you have on your account will be lost, and you must pay us:*
  - (i) *all charges outstanding on your account,*
  - (ii) *any remaining instalments you owe on your mobile phone or any remaining monthly payments where the cost of your mobile phone is included in the monthly cost of your package; plus*
  - (iii) *a cancellation fee where you port your number within the first 6 months of activation.*
- (g) *We will generally bill you for the charges in clause 8.2 (f) above in the next billing period, but we may issue you with subsequent invoices in relation to unbilled fees and charges for up to 190 days from the date you incurred the charge.*

## **9. YOUR MOBILE PHONE**

### **9.1 Provision of the mobile phone**

- (a) *You may obtain a mobile phone from us for use with the service under an equipment payment plan (see Appendix C) or you may choose to use a mobile phone you have or have obtained from a third party.*
- (b) *You may also obtain a mobile phone from our website for use with the service. We will send you a starter pack, together with any mobile phone you have ordered.*

### **9.2 Providing proof of ownership of your mobile phone**

- (a) *To protect consumers from illegal trade in mobile phones, if we have a reasonable belief that your mobile phone is stolen, we may ask you to provide proof of ownership of your mobile phone.*
- (b) *If we ask you to provide proof, you must provide us with that proof within ten (10) business days.*

### 9.3 **Your responsibilities in relation to your mobile phone**

- (a) Unless you obtain the *mobile phone* from us for use with the *service*, we make no warranty under the *agreement*:
  - (i) that the *mobile phone* is suitable for use in connection with the *service* or any *value added service features*, or
  - (ii) about the quality of the *mobile phone*.
- (b) Unless you obtain the *mobile phone* from us for use with the *service*, you are responsible for making sure that:
  - (i) all *regulatory* approvals for your *mobile phone* have been obtained, and
  - (ii) your *mobile phone* complies with all relevant technical regulations and specifications at all times.
- (c) You are responsible for the maintenance of your *mobile phone*.

### 9.4 **What can we do if your mobile phone is faulty or interferes with the service?**

If your *mobile phone* appears to be faulty or interferes with the *service*, we are entitled to require you to:

- (a) provide your *mobile phone* for us to inspect, and/or
- (b) cease using that *mobile phone* until the problem has been corrected.

## 10. **LOST OR STOLEN MOBILE PHONE**

### 10.1 **What should you do if your mobile phone is lost or stolen?**

If your *mobile phone* is lost or stolen, you may contact us to request:

- (a) that the *service* be suspended (in which case clause 13 below applies), and/or
- (b) *IMEI blocking* be activated. We will ask Optus to activate *IMEI blocking* on our behalf.

### 10.2 **Reactivating the service or de-activating IMEI blocking**

If you find your *mobile phone* or it is returned to you, you will need to contact us to request:

- (a) reactivation of the *service*, and/or
- (b) *IMEI blocking* be de-activated. We will ask Optus to de-activate *IMEI blocking*. There may be a delay in doing this.

We will also reactivate *value added service features* (for example, diversions) upon request.

### 10.3 Important things to note whilst *your mobile phone* is suspended or *IMEI blocking* is activated

- (a) To contact emergency services while *your phone* is blocked you must dial 112 (rather than 000).
- (b) Customers with hearing impairments who wish to access the TTY 106 emergency services number from their *mobile phone* should be aware that this number may not work from some blocked *mobile phones*.

### 10.4 In what other circumstances could we block *your mobile phone*?

- (a) If *you* obtain a *mobile phone* that we reasonably believe is lost or stolen, we may contact Optus and request *IMEI blocking* to be activated on *your mobile phone* without *your* consent, even if *you* are not aware it is stolen.
- (b) If *you* obtain the *service* from *us* under false pretences, we may contact Optus and request *IMEI blocking* to be activated on *your mobile phone* without *your* consent.
- (c) In the event that we know *you* have made an insurance claim when *your mobile phone* is lost or stolen, if *IMEI blocking* is not already activated we will contact Optus and request *IMEI blocking* to be activated on *your mobile phone*.

### 10.5 Who do we inform that *your mobile phone* is blocked or unblocked?

In the event we activate or de-activate *IMEI blocking* on *your mobile phone*, we will inform other national *carriers* to put this block or unblock into effect on their own *networks*.

## 11. PHONE NUMBER DISPLAYS

### 11.1 *Calling Number Display (CND)*

- (a) If *you* do not bar *CND* on *your mobile phone*, the *phone number* assigned to *you* may be displayed on the phone of the person *you* are *calling*.
- (b) When another person calls *you*, the phone number of that person may be displayed on *your mobile phone* if that person has not barred *CND* on their phone.

### 11.2 SMS and MMS

When *you* send a SMS or MMS, the *phone number* assigned to *you* or *your* name may be displayed on the phone of the person to whom *you* are messaging. *You* cannot bar the *phone number* assigned to *you* or *your* name when *you* send a SMS or MMS.

## 12. ACCESS RESTRICTIONS

### 12.1 Barring of *calls* made from the *mobile phone*

At *your* request we can bar certain *calls* made from the *mobile phone*. We cannot bar *calls* to emergency service numbers 112 and 000.

### 12.2 Barring of *calls* to 190 numbers

*Calls* to 190 numbers are automatically barred. *You* can request access to 190 numbers by contacting Customer Service.

### 12.3 International *Calls*

Access to *call* most international countries is activated automatically when *you* connect *your service*. If *you* want to bar access to international *calls*, or request access to other countries, please contact Customer Service. A list of countries which are barred is available on *our* website and may change from time to time.

## 13. TEMPORARY SUSPENSION OF THE SERVICE BY YOU

### 13.1 Can *you* temporarily suspend the *service*?

We may temporarily suspend the *service* at *your* request.

### 13.2 Will *you* have to pay the *minimum monthly spend* whilst the *service* is temporarily suspended?

- (a) *You* will not have to pay a *minimum monthly spend* whilst the *service* is temporarily suspended.
- (b) The period for which *your service* remains suspended will not count towards the *minimum term* and the calculation of the *minimum term* will recommence when *your service* is reactivated.

### 13.3 What *calls* can *you* make or receive when the *service* is suspended?

*You* cannot receive any incoming *calls* or make any outgoing *calls*, except to emergency services, when the *service* is suspended.

### 13.4 For how long can *you* temporarily suspend the *service*?

The maximum length of time the *service* can be temporarily suspended is three months in any 24 month period. We may automatically reactivate your *service* after 3 months if *you* have not contacted *us* to reactivate it.

## 14. BARRING AS AN ALTERNATIVE TO SUSPENSION

- (a) We may choose to bar outgoing and incoming *calls* and/or *content* on *your mobile phone*, instead of suspending the *service*.
- (b) If we bar outgoing and incoming *calls* and/or *content* on *your mobile phone*, we may later suspend or *cancel the service* for the same or a different reason.

- (c) Unless incoming *calls* have been barred, *you* may still receive incoming *calls* when the *service* is barred, but *you* cannot make any outgoing *calls*, except to emergency services.

**15. 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*.

**16. VIRGIN VIBE AND OTHER INFORMATION - VALUE ADDED SERVICES**

Details of *value added services* available with the *service* are set out in *Appendix A*.

**17. CONTACTING US**

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