

GENERAL TERMS

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PLEASE READ THESE TERMS CAREFULLY AS THEY MAY HAVE IMPORTANT CONSEQUENCES FOR YOU.

1 ABOUT THESE GENERAL TERMS

- (a) These are *Virgin Mobile's general terms*. They set out *our* standard customer terms for *consumers* connecting after 18 September 2009.
- (b) The meaning of the words printed *in italics like this* is set out in the *dictionary* document entitled "What do terms in the *agreement* mean?"
- (c) These *general terms*, together with *your application*, the *service description*, the *pricing tables* and the *appendices*, forms the *agreement with us*. To understand *your* rights and obligations *you* need to read all of the documents that relate to *you* and the *service you* select.
- (d) The *service description* is a detailed description of the *services Virgin Mobile* offers, including the different features, options and availability of a *service*.
- (e) The *pricing tables* set out the fees or charges *we* may charge *you* for *your* use of the *service*. They also contain other information such as eligibility criteria and specific details of any *pricing plans* and some *specials we* offer. Please check the *pricing tables* carefully to see what fees and charges apply to *your* use of the *service*.
- (f) The *appendices* contain further information that may apply to *your* use of the *service*, such as details of certain *call charges*, *our* usage policies and some *specials*. The *service description* or *pricing tables* will refer *you* to an *appendix* if it is relevant to *your* use of the *service*.
- (g) *You* may obtain a copy of the latest version of the *general terms*, *service description*, *pricing tables* and *appendices* from *us* or on *our* website: www.virginmobile.com.au.

2 THE AGREEMENT

2.1 The agreement

- (a) The *agreement* is made up of:
 - (i) *your application*,
 - (ii) these *general terms*,
 - (iii) the *service description*,
 - (iv) the *pricing tables*, and
 - (v) the *appendices*.

- (b) The *agreement* is either a *fixed-length agreement* or *non fixed-length agreement*.

2.2 What happens if there is an inconsistency between the different parts of the *agreement*?

- (a) If anything in these *general terms* is inconsistent with a provision in another part of the *agreement*, then unless otherwise stated, the *general terms* prevail to the extent of the inconsistency.
- (b) Clause 13, 'What *you* and *we* are liable for', below prevails over all other terms.

2.3 When does the *agreement* start?

The *agreement* starts on the *service start date*. If *you* have not activated *your* service within 5 business days of receiving *your* equipment (such as a mobile phone handset or internet modem), *we* may then activate the *service* automatically and without further notice.

2.4 When will *we* start providing the *service* to *you* under the *agreement*?

We will provide the *service* to *you* under the *agreement* from the *service start date*. Once *we* accept *your application* and *you* give *us* any valid user information *we* ask for, *we* will connect *you* to the *service* and *we* will open an *account* in *your* name or add *your service* to an existing *account* held by *you*.

2.5 For how long will *we* provide the *service* to *you* in accordance with the *agreement*?

- (a) If the *agreement* is a *non fixed-length agreement*, *we* will provide the *service* to *you* in accordance with the *agreement* until the *service* is cancelled in accordance with clause 11, '*Cancelling the service*', below.
- (b) If the *agreement* is a *fixed-length agreement*, *we* will provide the *service* to *you* in accordance with the *agreement*:
 - (i) for the *minimum term*, or
 - (ii) if neither *you* nor *we* cancel the *service* at the end of the *minimum term* (see clause 2.6 below), until the *service* is cancelled in accordance with clauses 11.1 to 11.3 below; or
 - (iii) until the *service* is cancelled in accordance with clauses 11.1 or 11.3 below.

2.6 What happens at the end of the *minimum term* if the *agreement* is a *fixed-length agreement*?

- (a) If the *agreement* is a *fixed-length agreement* and neither *you* nor *we* cancel the *service* at the end of the *minimum term*, the *agreement* becomes a *non fixed-length agreement* and *we* will

continue to supply the *service to you* on a month-to-month basis in accordance with the *agreement*.

- (b) If *you* do not wish to continue to use the *service* on a month-to-month basis after the end of the *minimum term*, *you* must inform *us* (in accordance with clause 11, '*Cancelling the service*', below) by giving *us* 30 days notice before the end of the *minimum term* that *you* wish to *cancel the service* at the end of the *minimum term*.
- (c) If *we* choose not to provide the *service to you* after the end of the *minimum term*, *we* will give *you* notice of this (in accordance with clause 11, '*Cancelling the service*', below) by giving *you* 30 days notice before the end of the *minimum term*.
- (d) If *we* wish to change the terms of the *agreement*, including any fees or charges, at the end of the *minimum term*, *we* will give *you* notice of this (in accordance with clause 2A below) before the end of the *minimum term*.

2.7 Responsibility for persons who *you* allow to use the *service*

You must ensure that any person *you* allow to use the *service* complies with the *agreement* as if they were *you*.

2A CHANGING THE AGREEMENT

2A.1 When can *we* make changes to *fixed-length* or *non fixed-length* agreements?

We can make any type of change to a *fixed-length agreement* or a *non fixed-length agreement* if:

- (a) the change will benefit or will not adversely affect *you*;
- (b) *you* agree to the change; or
- (c) *we* reasonably expect the change to adversely affect *you* and *we* give *you* reasonable notice of the change and, if *your agreement* is a *fixed-length agreement*, *we* also make sure that *we* comply with *our* obligations set out below.

2A.2 What must *we* do if *we* make changes to *fixed-length* agreements?

- (a) Generally, if *we* make a change to a *fixed-length agreement* which impacts *you* and it is not of the type listed in clauses 2A.6 or 2A.7 below, *we* must give *you* notice in writing of the change on fair terms and the right to *cancel the service*.
- (b) If *we* make a change to a *fixed-length agreement* which is of the type listed in clauses 2A.6 or 2A.7, *we* must comply with *our* obligations set out in clauses 2A.6 or 2A.7.

2A.3 When do *we* consider that a change will impact *you*?

We consider that a change will impact *you* if *you* have used or been billed for the *service* affected by the change during the 6 months before *our* notice

and we consider that the change will have more than a minor detrimental impact on *you*.

2A.4 What do we mean by notice in writing?

When we have to give *you* notice in writing under clause 2A.5 below of a change to the *agreement*, we can do so by giving it to *you* in person, sending it to *you* by mail or to *your* email address (if *you* have agreed to allow *us* to tell *you* about changes to the *agreement* by email), by bill message or bill insert, or in the case of pre-paid *services*, by making the information available on *our* website or at retail outlets and informing *you* (by recorded message, text message or in writing) of how to obtain information about the change.

2A.5 What do we mean by fair terms?

(a) When we have to give *you* notice of a change on fair terms we will:

- (i) give *you* at least 21 days notice in writing of the change before the change occurs, and
- (ii) offer *you* the right to *cancel the service* within 42 days from the date of *our* notice in writing.

(b) If *you* choose to *cancel the service* under clause 2A.5(a)(ii) above:

- (i) we will *cancel the service* on the date on which *you* notify *us* that *you* wish to *cancel the service* (which must be within 42 days from the date of *our notice in writing*); and
- (ii) *you* will only have to pay:
 - (A) *your* usage charges or *minimum monthly spend* (incurred to the date on which *you* notify *us* *you* wish to *cancel the service*); and
 - (B) any outstanding amounts that cover installation costs or *equipment charges* (where the equipment can be used in connection with services provided by any third party).

(c) If *you* have overpaid for the *service* because:

- (i) the *service* is *cancelled* during a billing cycle; or
- (ii) the change related to a price increase that became effective prior to the date *your service* was *cancelled*,

then *your* account (if *you* continue to have any account with *us*) will be credited with the amount *you* have overpaid, or, if *you* have stopped obtaining the *service*, we will use reasonable endeavours to notify *you* that *you* have overpaid and refund the overpayment.

2A.6 Changes that we can make to *fixed-length agreements*, even if the change impacts *you*.

- (a) If the *agreement* is a *fixed-length agreement*, we can make changes to the *agreement* even if they impact *you*:
- (i) if the change is in relation to the cost of international services or *roaming*. In this case, as *our* rates for international services or *roaming* are subject to variation, we can change the charges and do not need to tell *you* individually beforehand. Before *you* travel overseas *you* should contact *us* on 1300 555 100 or see *our* website www.virginmobile.com.au for indicative pricing,
 - (ii) if the change is required by law or is in relation to a fee or charge to account for a *tax* imposed by law and it is fair and reasonable for *us* to do so. If we expect the change to adversely affect *you*, we will whenever possible, try to give *you* at least 21 days *notice in writing* of the change.

We would consider it fair and reasonable for *us* to make a change to the *agreement* to account for a *tax* imposed by law, if the *tax* imposed is directed at *you*, the end-user, and relates to *your* use of, and charges *you* must pay *us* for use of, the *service*. An example of this would be where we pass on to *you* an increase in the rate of a transaction *tax*, such as GST or stamp duty.

We would not consider it fair and reasonable to pass on a *tax* imposed by law if the *tax* imposed is directed at *us*, the supplier, and affects the cost to *us* of supplying the *service* to *you*.

- (b) If the *agreement* is a *fixed-length agreement*, we can make changes to the *agreement*, if the change is in relation to a fee or charge for a service ancillary to the supply of the *service* (for example, a billing fee or credit card transaction fee). If the change impacts *you* we will offer *you*:
- (i) use of a reasonable alternative at no fee or charge, or
 - (ii) a right to *cancel the service* without incurring fees or charges other than usage charges and *minimum monthly spend* (incurred to the date on which the *service* is cancelled, which is the date on which *you* notify *us* *you* wish to *cancel the service*),
- (c) If the *agreement* is a *fixed-length agreement*, we can make changes to the *agreement*, if the change is to increase the price of a *content* or premium service (where we are passing on an increase in the cost charged to *us* by the *supplier* who supplies that *content service* or premium service to *us*). If the change impacts *you* we will:
- (i) whenever possible, still try to give *you* at least 21 days *notice in writing* of the increase in price if *you* have used

the *content* or premium service within the previous six (6) months, and

- (ii) allow *you* to elect to not use the *content* or premium service without attracting any additional charges.
- (d) If the *agreement* is a *fixed-length agreement*, we can make changes to the *agreement*, if the change is a result of another *carrier* or service provider varying their *agreement* with *us* so that we need to make changes to the *agreement*. If the change impacts *you* we will:
- (i) whenever possible, still try to give *you* at least 21 days *notice in writing* of the change, and
 - (ii) give *you* 42 days from the date of the notice in which *you* may *cancel the service* without incurring fees or charges other than:
 - (A) usage charges or *minimum monthly spend* (incurred to the date on which *you* notify *us* *you* wish to *cancel the service*), and
 - (B) any outstanding amounts that cover installation costs or *equipment charges* (where the equipment can be used in connection with services provided by any third party).

2A.7 Changes that are likely to benefit *you* or have a neutral or minor detrimental impact on *you*

- (a) We can make changes to a *fixed-length agreement* relating to the characteristics of the *service* (including price) if the change is likely to benefit *you* or have a neutral or minor detrimental impact on *you*.
- (b) **If *you* can demonstrate that such a change has had **more than a minor detrimental impact on *you* and the change is not of a type described in paragraph 2A.6** we:**
 - (i) will offer *you* the right to *cancel the service* without incurring fees or charges other than:
 - (A) usage charges or *minimum monthly spend* (incurred to the date on which the *service* is cancelled, which is the date on which *you* notify *us* *you* wish to *cancel the service*), and
 - (B) any outstanding amounts that cover installation costs or *equipment charges* (where the equipment can be used in connection with services provided by any third party); and
 - (ii) may offer *you* an alternative remedy to address the impact the change has had on *you*.

Some examples of a change that would benefit *you*:

- if we decrease a *call charge* or *minimum monthly spend*; or
- if we offer a new feature of the *service*.

Some examples of a change that we consider would have a minor detrimental impact on *you*:

- withdrawing a minor feature of the *service*;
- changing the *content* available with *your service*;
- a small increase in a *content* charge.

An example of a change that would have a neutral impact on *you* would be changing the URL or website address for accessing information using the *service*.

2.A8 How can *you* change anything in the *agreement*?

Unless expressly allowed in the *agreement*, *you* cannot make any changes to the *agreement* without first obtaining *our* consent.

3 YOUR APPLICATION FOR THE SUPPLY OF THE SERVICE

3.1 What is the *service*?

The *service* *you* have selected is detailed in the *service description*.

3.2 Who do we connect to the *service*?

Our services are designed for *consumers* only. We only offer the *service* customers who are *consumers*.

3.3 When may we refuse *your application*?

We may refuse *your application* if:

- (a) *you* are not a *consumer*,
- (b) *you* do not provide satisfactory proof of identification,
- (c) *you* do not meet the eligibility criteria for the *service*,
- (d) the *service* is not available at the location where *you* wish to acquire the *service*, or
- (e) *you* do not have an appropriate *credit rating*.

4 HOW WE DEAL WITH YOUR PERSONAL INFORMATION

4.1 Collection, use and disclosure

- (a) We may collect, use and disclose *personal information* about *you*, to decide whether to start, stop or limit supply to *you* of personal

credit, the *service* or the products and *services* of *Virgin Mobile* or its related companies.

- (b) We may collect, use and disclose *personal information* about *you* (which may include, for example, numbers called, time of *call*, location of *call*) for purposes related to the supply of the *service* (or for purposes which would be reasonably expected) including billing and account management, business planning and product development, and to provide *you* with information about promotions, as well as the products and services of *Virgin Mobile*, its related companies and other organisations.
- (c) We may collect, use and disclose *personal information* about *you* (which may include, for example, numbers called, time of *call*, location of *call*) for the purposes in paragraphs (a) and (b) above to or from:
 - (i) a credit reporting agency or credit provider,
 - (ii) another *related corporation* of *Virgin Mobile*,
 - (iii) third parties who are not related to *us*, including third party suppliers, *our* agents, affinity partners, dealers, contractors and franchisees,
 - (iv) *suppliers* who need access to *your personal information* to provide *us* with services to allow supply of the *service*, and
 - (v) joint venture partners of *Virgin Mobile* and its *related corporations*.
- (d) We may be permitted or required by applicable laws to collect, use or disclose *personal information* about *you* (which may include, for example, numbers called, time of *call*, location of *call*), including to:
 - (i) the operator of the Integrated Public Number Database (IPND), which is an industry wide database of all public number customer data,
 - (ii) emergency services organisations, and
 - (iii) to law enforcement agencies and government agencies for purposes relating to the enforcement of criminal and other laws.

4.2 Opting-out

- (a) If *you* wish to only receive communications that are *account*-related or legally required, *you* may request not to receive other communications (that is, *you* may 'opt out'). *You* will need to contact Customer Service to make a request to opt-out. *We* will not charge *you* for processing a request to opt-out.

- (b) If *you* have not opted out under (a) above, *you* agree that *we* won't be required to include an unsubscribe facility (as described in the Spam Act 2003) in any electronic message *we* send to *you*.

4.3 **Gaining access to and correcting *your personal information***

If *you* are an individual, *you* are entitled to:

- (a) gain access to *your personal information* held by *us*, unless *we* are permitted or required by any applicable law to refuse such access, and
- (b) correct any *personal information* held by *us*.

4.4 **Providing *your personal information***

If *you* do not provide part or all of the *personal information* *we* request, then *we* may refuse to supply, or limit the supply to *you* of, personal or commercial credit or the *service*.

4.5 **Consent**

By providing *your personal information* to *us* and obtaining the *service*, *you* acknowledge and consent to the collection, use and disclosure of *your personal information* as set out in this clause 4 and in accordance with *our* privacy policy. *You* may obtain a copy of *our* privacy policy from *us* or on *our* website: http://www.virginmobile.com.au/privacy_security.html

4.6 **Recording of calls**

We record all incoming calls to *us*. If *you* do not consent to *your* call being recorded, *you* may advise *us* at the start of the call. There are some transactions which *we* are required by law to record. *We* may not be able to assist *you* with these if *you* do not consent to *us* recording *your* call.

4.7 **Keeping *your password confidential***

You must keep confidential any password, code or personal identification number (or PIN) that *you* choose or *we* give *you* to use in connection with the *service*.

4.8 **Secondary contacts**

You consent to *us*

- (a) disclosing any information in relation to *your account* to; and
- (b) changing information in relation to *your account* in response to a request from

any person who can quote *your* password, code or PIN or any person *you* have authorised to be a *secondary contact* in relation to *your account*.

You consent to *you* and any person *you* have authorised to be a *secondary contact* or person who enters *your* password, code or PIN, being able to

access *your account* information on *our* website www.virginmobile.com.au ("My Account").

5 USING THE SERVICE

5.1 Connecting the service

You must reasonably co-operate with *us* to allow *us*, or a *supplier*, to establish and supply the *service* to *you* safely and efficiently. If *you* do not do so, *we* may be entitled to *cancel* the *service* under clause 11.3(a)(v) or (vi) or suspend the *service* under clause 12.1(vii) or (viii).

5.2 Quality of the service

We will provide the *service* to *you* with due care and skill and will try to make the *service* available to *you* at all times, but sometimes the quality and availability could be affected by factors outside *our* control, such as weather and faults in phone networks. Also, the *network* and the *service* may from time to time need upgrading, maintenance or other work during which the *service* could be interrupted or unavailable. In the event of unexpected faults *we* will use reasonable endeavours to ensure the *service* is restored as soon as possible.

5.2A Blocking Calls

We may block access to a number (other than an emergency service number) if *we* reasonably require this to be done for technical, operational or commercial reasons.

5.3 Permitted uses of the service

- (a) When *you* use the *service*, *you* must comply with:
 - (i) all laws,
 - (ii) all directions by a *regulator*,
 - (iii) all notices issued by authorisation of or under law (for example, under the *Copyright Act 1968* (Cth)), and
 - (iv) reasonable directions by *us*.
- (b) *You* must not use, or attempt to use, the *service*:
 - (i) to break any law or to infringe another person's rights (including damaging any property or injuring or killing any person or infringing someone's copyright),
 - (ii) to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted,
 - (iii) to access or send any "prohibited content" (as defined in the *Broadcasting Services Act 1992*) or for other unlawful purposes or knowingly or negligently allow any other person to do so,

- (iv) to expose *us* to liability, or
 - (v) in any way which damages, interferes with or interrupts the *service*, the *network* or a *supplier's network* used to supply the *service*.
- (c) We may ask *you* to stop doing something which *we* reasonably believe is contrary to paragraph (b) above. *You* must immediately comply with any such request. If *you* do not, then *we* may take any steps reasonably necessary to ensure compliance with paragraph (b) above or the request.
- (d) *You* acknowledge that, where the *service* is a *carriage service*, *we*, or any *supplier* whose *network* is used to supply the *service*, may be required to intercept communications over the *service* and may also monitor *your* usage of the *service* and communications sent over it.
- (e) *If you do not comply with this clause 5.3*, *we* may be entitled to cancel the *service* under clause 11.3(a)(v) or (vi) or suspend the *service* under clause 12.1(a)(vii) or (viii).

5.4 Unusually high use

We may contact *you* if *we* become aware of an *unusually high use* of the *service* by *you* (including to verify any costs or charges which *you* may have incurred) however *we* are under no obligation to do so. For example, if *you* suddenly make an unusually high volume of *calls* to international destinations using the *service* *we* may contact *you* to determine whether that use is likely to continue. If so, *we* may ask *you* to make a pre-payment usage charge under clause 3.5 of the *service description*. Please note that *we* may also be entitled to bar or suspend the *service* under clause 12.1(a)(iv) for an *unusually high use* of the *service*.

5.5 Compliance with third party rules

When *you* use the *service* it is *your* responsibility to comply with any rules imposed by any third party whose *content* or *services* *you* access using the *service* or whose *network* *your* data traverses.

6 EQUIPMENT

6.1 What are *your* responsibilities in relation to equipment?

- (a) *You* must ensure that all equipment *you* use in connection with the *service* and the way *you* use that equipment complies with:
- (i) all laws,
 - (ii) all directions by a *regulator*,
 - (iii) all notices issued by authorisation of or under law (for example, under the *Copyright Act 1968 (Cth)*), and
 - (iv) reasonable directions by *us*.

- (b) If *you* breach paragraph (a) above, *we* may:
 - (i) disconnect the equipment from the *service*;
 - (ii) suspend the *service* in accordance with clause 11.3(a)(v) or 11.3(a)(vi); or
 - (iii) *cancel* the *service* in accordance with clause 12.1(a)(vii) or 12.1(a)(viii).
- (c) *We* will try to give *you* reasonable notice before *we* disconnect the equipment under paragraph (b)(i) above, but *we* may disconnect the equipment, suspend the *service* or *cancel* the *service* immediately if there is an emergency.

6.2 Who owns the equipment?

- (a) *Equipment owned by us*
 - (i) Any *equipment owned by us* remains *our* property.
 - (ii) Subject to *our* obligations under the *statutory warranties* (see clause 13.2), *you* are responsible for any *equipment owned by us* from when *you* receive it.
 - (iii) *You* must not mortgage or grant a charge, lien or encumbrance over any *equipment owned by us*.
- (b) *Equipment purchased by you from us or any of our personnel*
 - (i) *You* may purchase equipment from *us* or any of *our personnel* to use in connection with the *service*.
 - (ii) *You* can purchase equipment from *us* or any of *our personnel* to use in connection with the *service*:
 - (A) by paying in one payment at point of sale, or
 - (B) by paying in monthly instalments if *you* are connected on a post-paid package; or
 - (C) by any other means advised by *us* from time to time.
 - (iii) *We* may pay *your equipment charges* or part of *your equipment charges* while *you* are connected on a particular plan.
 - (iv) If *you* buy equipment on a *pricing plan* with a monthly *equipment charge*:
 - (A) *you* must pay the first instalment with *your* first bill and the remaining instalments by the due date set out in the bills *we* send *you*, and

(B) if *you* change the terms (including by upgrading *your* equipment or changing *your pricing plan*), or *cancel your service with us*, *you'll* be liable immediately to pay *us* for any charges incurred up to that date and the sum of any outstanding *equipment charges*.

(v) Subject to *our* obligations under the *statutory warranties* (see clause 13.2), *you* will own the equipment and be responsible for the equipment from when *you* receive it.

6.3 Installation of the equipment

You must provide an adequate and suitable space, power supply and environment for all equipment used in connection with the *service* and located on the *premises*.

6.4 Maintenance and repair of any *equipment owned by us*

Unless *we* both agree otherwise, *you* must allow *our personnel* or a third party supplier referred by *us* to service, modify, repair or replace any *equipment owned by us*.

6.5 Lost, stolen and damaged equipment

- (a) *You* are responsible for any lost, stolen or damaged *equipment owned by us*, except if it is caused by *us* or *our personnel*.
- (b) *You* will be responsible for any outstanding payments for equipment that *you* have purchased from *us* or *our personnel*, even when that equipment is lost, stolen or damaged, except if it is caused by *us* or *our personnel*.

7 NETWORK MAINTENANCE, FAULT REPORTING AND RECTIFICATION

7.1 Maintenance on the *network* used to supply the *service*

- (a) Maintenance may be conducted on *our network* and maintenance may be conducted on a *supplier's network* used to supply the *service*.
- (b) *We* will try to conduct scheduled maintenance on *our network* outside normal business hours, but may not always be able to do so.

7.2 Reporting faults

- (a) *We* will provide a fault reporting service for *you* to report faults.
- (b) Before *you* report a fault to *us*, *you* must take all reasonable steps to ensure that the fault is not caused by any equipment that is not *equipment owned by us*.

7.3 **Assisting us in investigating and repairing a fault**

You must provide all reasonable assistance to enable *us* or *our personnel*, or where necessary a third party supplier referred by *us*, to investigate and repair a fault.

7.4 **Our responsibility for repairing faults in the service**

- (a) *We* will repair faults within *our network*.
- (b) Unless the *service description* expressly provides otherwise, *we* are not responsible for repairing any fault in the *service* where the fault arises in or is caused by:
 - (i) a *supplier's network*,
 - (ii) equipment that is not *equipment owned by us*, or
 - (iii) facilities outside *our network*.
- (c) Where:
 - (i) the fault arises in or is caused by a *supplier's network*,
 - (ii) *we* become aware of the fault, and
 - (iii) *we* are not responsible for the repair of that fault,

we will notify the *supplier* of the fault and request that the fault be corrected promptly, but *we* will not bear any further liability or responsibility.
- (d) Where the fault arises in or is caused by equipment that is not *equipment owned by us* *we* are not responsible for the repair of that fault. If *you* ask *us* to investigate and repair such a fault:
 - (i) *we* will give *you* an estimate of the probable cost of investigating the fault and, if *you* agree to pay those costs, *we* will undertake an investigation and *we* will then charge *you* for the cost of investigation,
 - (ii) if *we* have investigated the fault, *we* will use reasonable endeavours to inform *you* of the fault's probable cause, and
 - (iii) if *you* request *us* to repair the fault and *we* agree to repair the fault, *we* will give *you* an estimate of the probable cost of repairing the fault and *we* will then charge *you* for the cost of repairing the fault.
- (e) If *we* investigate a fault and determine that the fault is attributable to an *excluded event*, then *we* may charge *you* for any costs *we* incur in investigating and repairing the fault.

7.5 Loss of access

If the fault results in a significant and sustained loss of access to, or use of, the *service*, *you* should check if *you* are entitled to a refund or rebate under clause 10.4 below. *You* may also be entitled to cancel the service under clause 11.1(a)(ii)(A) below.

8 SPECIALS

- (a) *We* may offer *you* a *special* from time to time (including a *special* in relation to a particular *pricing plan*).
- (b) *We* will notify *you* of any *specials* offered to *you* either through general advertising or by specifically advising *you*. The terms of each *special* will be set out in the *pricing table* for the relevant *service*, in an *appendix*, in advertising material or *you* will be advised separately in writing.
- (c) A *special* may be an offer to vary the price or the terms of supply (including the *minimum term*), and it may be subject to certain conditions.
- (d) If *you* validly accept a *special*, the terms of the *special* will prevail to the extent that the terms of the *special* are inconsistent with the terms of the *agreement*. Otherwise, the terms and conditions of the *agreement* continue to apply.
- (e) After the *special* expires, *we* may end the *special* and the full terms and conditions of the *agreement* will apply.
- (f) Where *we* provide *you* with discounted *calls*, text and photo messaging rates for text and photo messages sent to another *Virgin Mobile* customer (“*Virgin 2 Virgin*”) those rates are not available for bulk commercial use.
- (g) Where *we* provide *you* with a *special call* rate to another *Virgin Mobile* phone number and that number ceases to be a *Virgin Mobile* phone number for any reason, the *special call* rate will no longer apply to *calls* to that number.

9 TAXES (INCLUDING GST)

- (a) Unless otherwise indicated, the fees and charges set out in the *agreement* include any amount on account of *tax*.
- (b) Where the fees and charges do not include an amount on account of *tax*, if any *tax* is payable by *us* in relation to, or on any supply under or in connection with the *agreement*, *we* will increase the *tax* exclusive fees and charges by an additional amount on account of the *tax*. *You* must pay the additional amount at the same time *you* pay the fees and charges. This applies where the *tax*, such as GST, is directed at, and imposed on, *you*, the end-user.

10 COMPLAINTS AND DISPUTES

10.1 Making complaints

- (a) If *you* have any complaints in connection with the *service*, *you* may complain in writing (including by sending an email via <http://www.virginmobile.com.au/contactus/emailus.html> or to team@virginmobile.com.au) or by calling *us*.
- (b) We will handle *your* complaint in accordance with *our* complaints procedure. *You* may obtain a copy of this procedure from *us* or on *our* website: www.virginmobile.com.au
- (c) We will use *our* best endeavours to resolve *your* complaint, however if *we* are not able to resolve *your* complaint to *your* satisfaction, *you* can take *your* complaint through other avenues, such as the Telecommunications Industry Ombudsman, the Department of Fair Trading or Department of Consumer Affairs in *your* state or territory or the Office of the Federal Privacy Commissioner.

10.2 Suspension of payment obligations

- (a) Where *your* complaint is about a fee or charge for the use of the *service*, provided *we* reasonably believe *your* complaint is bona fide, *we* will:
 - (i) in most cases, suspend payment obligations for that fee or charge only, until the complaint has been investigated and resolved; or
 - (ii) if *you* pay by direct debit, protect *your* account and reverse any incorrect fees or charges that have been applied to *your* account, once the complaint has been investigated and resolved.
- (b) All other fees and charges that are not in dispute are due and payable.

10.3 Financial hardship policy

The *Virgin Mobile* financial hardship policy contains information about how we can assist customers who are experiencing financial hardship. *You* can see and print a copy at www.virginmobile.com.au or have a copy sent to *you* by calling *us* on 1300 555 100.

10.4 Complaints about loss of access to the *service*

- (a) 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 *equipment* not owned by *us*, *you*:
 - (i) will be entitled on request to a refund or a rebate of any *minimum monthly spend* for the period in which *your*

access or use was interrupted (including when an *intervening event* occurs); and

- (ii) may be entitled to *cancel* the *service* under clause 11.1(a)(ii)(A) below.

- (b) You should contact Customer Service to lodge *your* complaint.

11 **CANCELLING THE SERVICE**

11.1 **Your right to *cancel the service***

- (a) You may *cancel the service* at any time by:
 - (i) giving *us* 30 days notice (please note that *you* are required to give *us* this notice if *you* do not wish to continue to use the *service* after the end of the *minimum term* of a *fixed-length agreement*, otherwise we will continue to supply the *service* to *you* – see clause 2.6(b) above), or
 - (ii) giving *us* notice, if:
 - (A) we breach a material term of the *agreement* and we cannot remedy that breach, including where there is 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*; or
 - (B) we breach a material term of the *agreement* and we can remedy that breach, but we do not remedy that breach within 30 days after *you* give *us* notice requiring *us* to do so; or
 - (C) any *intervening event* prevents the supply of the *service* in accordance with the *agreement* for more than 14 days.
- (b) If *you* acquire the *service* from *us* through a sales method regulated by door-to-door sales and/or outbound telemarketing legislation in *your* state or territory, *you* may *cancel* the *service* before the end of the cooling-off period set out in the relevant legislation.
- (c) If the *agreement* is a *fixed-length agreement*, *you* may also *cancel the service* in accordance with clause 2A above. Clause 2A sets out the circumstances which give *you* the right to *cancel the service* if we change the *agreement*.

11.2 **Our right to *cancel the service* - non fixed-length agreement**

If the *agreement* is a *non fixed-length agreement*, we may *cancel the service* at any time by giving *you* at least 30 days notice.

11.3 ***Our right to cancel the service - non fixed-length agreement and fixed-length agreement***

- (a) We may *cancel the service* at any time, if:
- (i) there is an emergency,
 - (ii) we reasonably suspect fraud by *you* or any other person in connection with the *service*,
 - (iii) any amount owing to *us* in respect of the *service* (which is not the subject of a valid dispute under clause 10.2 above) is not paid by its due date and we give *you* notice requiring payment of that amount and *you* fail to pay that amount in full within ten (10) business days after we give *you* that notice, unless otherwise set out in the *agreement*,
 - (iv) we reasonably consider *you* a credit risk because *you* have not paid amounts owing to *us* or any *related corporation* (which is not the subject of a valid dispute under clause 10.2 above) in respect of any *service* by its due date and *you* are given notice requiring payment of that amount by that *related corporation* and *you* fail to pay that amount in full within the required period,
 - (v) *you* breach a material term of the *agreement* (including for the avoidance of doubt, but not limited to, clauses 5.1 and 5.3 above or *your* obligations relating to the use of the *service* set out in the *service description* or otherwise misuse either the *service* (for example in breach of the *Virgin Mobile Fair Use Policy*, *Virgin Broadband Home Phone Fair Use Policy* or *Virgin Broadband Acceptable Use Policy*) or breach clause 6.1 above) and *you* cannot remedy that breach,
 - (vi) *you* breach a material term of the *agreement* (other than a breach which separately gives rise to rights under this clause) (including for the avoidance of doubt, but not limited to, clauses 5.1 and 5.3 above or *your* obligations relating to the use of the *service* set out in the *service description* or otherwise misuse either the *service* (for example in breach of the *Virgin Mobile Fair Use Policy*, *Virgin Home Phone Fair Use Policy* or *Virgin Broadband Acceptable Use Policy*) or breach clause 6.1 above) and *you* can remedy that breach, and *you* do not remedy that breach within 30 days after we give *you* notice requiring *you* to do so,
 - (vii) we are required to do so to comply with an order, instruction, request or notice of a *regulator* (for example under the *numbering regulations*), an emergency services organisation, any other competent authority or by authorisation of or under law (for example, under the *Copyright Act 1968* (Cth)) or under any industry codes,

- (viii) *you* suffer an *insolvency event* and *we* reasonably believe *we* are unlikely to receive payment for amounts due,
 - (ix) *you* die or if *you* are a partnership and the partnership is dissolved or an application is made to dissolve the partnership, and *we* reasonably believe *we* are unlikely to receive payment for amounts due,
 - (x) the *service* is suspended for more than 14 days, unless otherwise set out in the *agreement*,
 - (xi) any *intervening event* prevents the supply of the *service* in accordance with the *agreement* for more than 14 days,
 - (xii) the Optus network is no longer made available to *us*; or
 - (xiii) *we* are otherwise entitled to do so under the *agreement*.
- (b) *We* may *cancel the service* under paragraph (a) above as soon as *we* give *you* notice, unless otherwise set out in the *agreement*. *We* will give *you* as much prior notice as *we* reasonably can before *we* *cancel the service*. However, *we* may *cancel the service* immediately if there is an emergency.

For example, *we* may *cancel the service* without notice to *you* if *we* consider *your* use of a *service* is unreasonable and in breach of *our Virgin Mobile Fair Use Policy* (see Appendix B), *Virgin Home Phone Fair Use Policy* (see Appendix E) or *Virgin Broadband Acceptable Use Policy* (see Appendix D).

11.4 Multiple services

If *you* have more than one *service* with *us* and *you* are in breach of *your agreement* under any *service*, *we* have the right to *cancel* all of *your services* if the breach is not rectified and if there are reasonable grounds for *us* to believe *your* continued use of that *service* represents a credit risk to *us*.

11.5 How can *you* cancel the service?

- (a) *You* can ask *us* to *cancel the service* by calling *us*. *Your* call will be notice to *cancel the service*.
- (b) *You* may also be able to *cancel the service* by electing to have an equivalent service to the *service* supplied by another *carrier* or *carriage service provider* (including, by *transferring* or *porting*). That *carrier* or *carriage service provider* will inform *us* that *you* have elected to have the relevant service supplied by them or have *transferred* to them and *we* will *cancel the service* immediately.

11.6 When will the *service* be cancelled?

The *service* will be cancelled on the *cancellation date*. *You* will not be able to use the *service* after the *cancellation date*.

11.7 What happens when the service is cancelled?

- (a) The *agreement* terminates when the *service* is cancelled.
- (b) If the *service* is *cancelled*:
 - (i) *you* are liable for any charges incurred (including the *cancellation fee*, and outstanding *equipment charges*, if any) up to, and including, the *cancellation date*. *You* should check the *service description* and *pricing tables* for *your service* (and relevant advertising material) for details of any applicable *cancellation fee*,
 - (ii) because an *intervening event* prevents the supply of the *service* in accordance with the *agreement* for more than 14 days (under clause 11.1(a)(ii)(C) or 11.3(a)(xi) above). *You* are liable for any charges incurred (including outstanding *equipment charges*, if any) up to the *cancellation date*. However, unless it is fair and reasonable for *us* to do so, *we* will not charge *you* any *cancellation fee* in these circumstances.
 - (iii) *you* authorise *us* to apply any over payment on *your account* and/or money that *you* have paid in advance for the *service* which is being cancelled to pay for any undisputed outstanding charges (including the *cancellation fee*, if any),
 - (iv) subject to paragraph (ii) above and unless otherwise set out in the *service description* (for example *we* may not refund or redeem for cash any unused pre-paid credits on a pre-paid *service* or any included *call* credits on a post-paid *service*), *we* will on request refund any over payment on *your account* and any money that *you* have paid in advance for the *service* which is being cancelled on a pro-rata basis to *you* by cheque, unless *you* have paid by credit card in which case the refund will be processed back to that credit card, and
 - (v) if *you* are required under the *service description* to pay for the *service* by direct debit payment (either from *your* credit card or from *your* nominated bank account), *you* authorise *us* to debit any undisputed outstanding charges (including any *cancellation fee*, if any) from *your* credit card or bank account.
- (c) If the *service* is cancelled within 6 months from the *service start date* as a result of circumstances reasonably attributable to *you*, subject to clause 2A, *you* must pay *us* the *cancellation fee*.
- (d) If *you* wish to reinstate the *service* *you* should contact *us*. If the *service* is cancelled as a result of circumstances reasonably attributable to *you* and *we* reinstate the *service*, then *you* may have to pay *us* a reconnection or reactivation fee.

- (e) If *you* are able to use the *service* after the *cancellation date*, *you* are liable for any charges incurred by *you* for that use, in addition to any other charges under this clause 11.7.

12 SUSPENDING THE *SERVICE*

12.1 *Our rights to suspend the service*

- (a) We may suspend the *service* at any time, if:
- (i) there is an emergency,
 - (ii) doing so is necessary to allow *us* or a *supplier* to repair, maintain or service any part of *our network* or a *supplier's network* used to supply the *service*,
 - (iii) we reasonably suspect fraud by *you* or any other person in connection with the *service*,
 - (iv) we reasonably believe there has been an *unusually high use* of the *service*,
 - (v) any amount owing to *us* in respect of the *service* (which is not the subject of a valid dispute under clause 10.2 above) is not paid by its due date and we give *you* notice requiring payment of that amount and *you* fail to pay that amount in full within ten (10) business days after we give *you* that notice, unless otherwise set out in the *agreement*,
 - (vi) we reasonably consider *you* a credit risk because *you* have not paid amounts owing to *us* or any *Virgin Mobile group company* (which is not the subject of a valid dispute under clause 10.2 above) in respect of any *service* by its due date and *you* are given notice requiring payment of that amount by that *Virgin Mobile group company* and *you* fail to pay that amount in full within the required period,
 - (vii) *you* breach a material term of the *agreement* (including for the avoidance of doubt, but not limited to, clauses 5.1 and 5.3 above or *your* obligations relating to the use of the *service* set out in the *service description* or otherwise misuse either the *service* (for example in breach of the *Virgin Mobile Fair Use Policy*, *Home Phone Fair Use Policy* or *Virgin Broadband Acceptable Use Policy*) or breach clause 6.1 above) and *you* cannot remedy that breach,
 - (viii) *you* breach a material term of the *agreement* (other than a breach which separately gives rise to rights under this paragraph) (including for the avoidance of doubt, but not limited to, clauses 5.1 and 5.3 above or *your* obligations relating to the use of the *service* set out in the *service description* or otherwise misuse either the *service* (for example in breach of the *Virgin Mobile Fair Use Policy*, *Home Phone Fair Use Policy* or *Virgin Broadband Acceptable Use Policy*) or breach clause 6.1 above) and

you can remedy that breach, and *you* do not remedy that breach within 30 days after *we* give *you* notice requiring *you* to do so,

- (ix) *we* are required to do so to comply with an order, instruction, request or notice of a *regulator*, an emergency services organisation, any other competent authority or by authorisation of or under law (for example, under the *Copyright Act 1968* (Cth)) or under any industry codes,
 - (x) problems are experienced interconnecting *our network* with any *supplier's network*,
 - (xi) *you* suffer an *insolvency event* and *we* reasonably believe *we* are unlikely to receive payment for amounts due,
 - (xii) *you* die or if *you* are a partnership and the partnership is dissolved or an application is made to dissolve the partnership, and *we* reasonably believe *we* are unlikely to receive payment for amounts due, or
 - (xiii) *we* are otherwise entitled to do so under the *agreement*.
- (b) *We* may suspend the *service* under paragraph (a) above as soon as *we* give *you* notice, unless otherwise set out in the *agreement*. *We* will give *you* as much prior notice as *we* reasonably can before *we* suspend the *service*. However, *we* may *suspend the service* immediately if there is an emergency.

For example, *we* may suspend *the service* without notice to *you* if *we* consider *your* use of a *service* is unreasonable and in breach of *our Virgin Mobile Fair Use Policy* (see *Appendix B*), *Virgin Home Phone Fair Use Policy* (see *Appendix E*) or *Virgin Broadband Acceptable Use Policy* (see *Appendix D*).

- (c) If *we* suspend the *service*, *we* may later *cancel the service* for the same or a different reason.

12.2 Multiple services

If *you* have more than one *service* with *us* and *you* are in breach of *your agreement* under any *service*, *we* have the right to suspend all of *your services* if the breach is not rectified and if there are reasonable grounds for *us* to believe *your* continued use of that *service* represents a credit risk to *us*.

12.3 What happens when the service is suspended

- (a) If *you* have a *fixed-length agreement* and,
- (i) *we* agree to suspend the *service*, at *your* request; or
 - (ii) *we* suspend the *service* in accordance with clause 12.1 (a)(ii) – (viii) or as *we* are otherwise permitted to do under the *Communications Alliance Telecommunications Consumer Protection Industry Code*

the period for which *your service* remains suspended will not count towards the *minimum term*; and

- (iii) the calculation of the *minimum term* will recommence when *your service* is reactivated. The first bill *you* receive after *your service* is reactivated will include any applicable *equipment charges* (such as phone instalments) for that month and *your minimum monthly spend* on a pro-rata basis for the period *your service* was suspended.
- (b) *You* remain liable for all charges due under the *agreement* throughout any period of suspension.
- (c) *You* can still make *calls* to emergency services during any period of suspension.
- (d) If the *service* is suspended, *your minimum monthly spend* and *equipment charges* will also be suspended for the period of the *service* suspension.
- (e) If the *service* is suspended and the suspension was not as a result of circumstances reasonably attributable to *you* or equipment not owned by *us*, *you* will be entitled on request to a refund or a rebate of any *monthly service charges* for the period of suspension. *You* should contact Customer Service for *your* refund or rebate.
- (f) If the *service* is suspended as a result of circumstances reasonably attributable to *you*, *you* may have to pay *us* a suspension fee. *You* should check the relevant *pricing table* for the *service* concerned to see if a suspension fee applies.
- (g) If the *service* is suspended under clause 12.1(a)(v) *we* will reactivate the *service* on receipt of payment of the full amount owing.
- (h) If *you* wish to lift the suspension *you* should contact *us*. If the *service* is suspended as a result of circumstances reasonably attributable to *you* and *we* reactivate the *service*, *you* may have to pay *us* a reconnection or reactivation fee.
- (i) If *you* ask *us* to suspend *your* use of the *service* and *we* do not agree, *you* must still pay any remaining *equipment charges* by their due date.

13 WHAT ARE YOU AND WE LIABLE FOR

13.1 Your liability to us

- (a) *You* are liable to *us* for any breach of the *agreement* by *you* that causes foreseeable substantial *loss* to *us*.
- (b) *You* are not liable to *us* for any *consequential losses* *we* suffer or for any costs, expenses, *loss* or charges that *we* incur which are not a direct result of something *you* have done.

- (c) If *you* did not purchase the *service* from *us* for personal use, *we* exclude all liability to *your end users* (in contract, tort (including negligence), statute or otherwise). If an *end user* makes a claim against *us* in relation to:

- (i) the use (or the attempted use) of *your service*, or
- (ii) equipment used in connection with *your service*

you indemnify *us* against (and must pay *us* for) any *loss* or damage *we* suffer in connection with that claim.

13.2 ***Our liability to you***

- (a) *We* have responsibilities and obligations under the law, including under:

- (i) the *Telecommunications Legislation*,
- (ii) the *Trade Practices Act*,
- (iii) applicable laws, regulations and codes.

Nothing in the *agreement* removes or limits any rights that *you* have under existing laws or regulations.

- (b) *We* may be liable to *you* for breach of terms that are implied by the *Trade Practices Act* and other laws into contracts for the supply of goods and services.

For example, under the *Trade Practices Act*, if *you* purchase goods or services which cost less than a prescribed amount (currently \$40,000) or which are goods or services ordinarily acquired for personal, domestic or household use or consumption, certain conditions and warranties are implied into the *agreement* for the purchase of those goods or services which *we* cannot and do not exclude (***statutory warranties***).

Statutory warranties apply in addition to any other express warranties to which *you* may be entitled under this *agreement*.

The *statutory warranties* that are implied into *your agreement* for goods, are that the goods must be of merchantable quality, fit for their purpose or job *you* have made known to *us* or that is self evident, match the description or sample given to *you* prior to purchase and be free from defects or faults (unless these are made known to *you* prior to purchase).

The *statutory warranties* that are implied into *your agreement* for services, are that the services must be rendered with due care and skill and any materials used must be fit for purpose.

If the goods or services *we* supply do not comply with the *statutory warranties*, *you* are entitled to either have the goods repaired or replaced or *you* may be entitled to a refund. *You* may also be entitled to compensation for other *loss* and/or damage suffered.

You may also have different rights and obligations under state or territory fair trading legislation. For example in Victoria:

- *in addition to the **statutory warranties** set out above, services must be fit for the purposes for which services of that kind are commonly purchased (having regard to the price, terms of supply and other relevant circumstances) and*
- *if the goods we supply do not comply with the **statutory warranties**, you must return the goods to us (or allow us to take possession) and we are liable to you for money paid if you return the goods to us.*

(c) *Where:*

- (i) *any condition or warranty is implied into the **agreement** under the **Trade Practices Act** or other laws,*
- (ii) *goods or services are not of a kind ordinarily acquired for personal, domestic or household use; and*
- (iii) *it is reasonable and fair for us to do so,*

then our liability (if any) for breach of that condition or warranty in connection with those goods or services is limited to re-supplying, repairing or replacing the goods or services.

(d) *We are liable to you for:*

- (i) *any damage to your property which has been caused by the fault, negligence or fraud by us or our personnel during installation, repair or maintenance,*
- (ii) *interruptions in your use of the service as a result of a fault or negligence of us or our personnel, to the extent of a refund or rebate for the period of the interruption and, where required by law, for compensation for any reasonable loss incurred,*
- (iii) *death or personal injury caused by us or our personnel.*

(e) *If you have contributed to any loss or damage you are claiming against us, our liability is reduced to the extent of your contribution.*

(f) *Subject to our obligations under the **statutory warranties** (see clause 13.2(a) above), we are not liable to you for any consequential losses you suffer or for any costs, expenses, loss or charges that you incur.*

(g) *To the extent permitted by law, our total liability for loss that is not covered by or excluded or limited by clauses 12.3(a) to 13.2(f) is limited in aggregate for any claim or series of connected claims to \$5 million.*

14 ASSIGNING THE AGREEMENT TO A THIRD PARTY

14.1 How can we assign *our* responsibilities to a third party

- (a) We may assign some or all of *our* rights under the *agreement* (where those rights are assignable) to any person.
- (b) We may transfer some or all of *our* obligations under the *agreement* to any *Virgin Mobile related body corporate* that is able to perform those obligations.
- (c) We may perform any of *our* obligations under the *agreement* by arranging for them to be performed by another person, including a *supplier* or another *Virgin Mobile related body corporate*. We will still be responsible for the performance of the obligations.

14.2 How can *you* assign *your* responsibilities to a third party

- (a) *You* may assign *your* rights under the *agreement* (where those rights are assignable) so long as *you* have *our* prior written consent.
- (b) *You* may transfer *your* obligations under the *agreement* if:
 - (i) the person to whom *you* are transferring the obligations:
 - (A) is a *consumer*,
 - (B) provides satisfactory proof of identification,
 - (C) meets the eligibility criteria for the *service*,
 - (D) has an appropriate *credit rating*, and
 - (ii) the *service* is available at the location where they wish to acquire the *service*.

15 GENERAL

15.1 Which laws and courts govern the *agreement*?

- (a) The *agreement* is governed by the laws of the Commonwealth of Australia and the laws of the state or territory in which *you* normally reside.
- (b) *You* and *we* submit to the exclusive jurisdiction of the courts of the Commonwealth, and its states and territories.

15.2 Intellectual property protections

- (a) We own all material (including *intellectual property rights*) developed by *us* or *our personnel*, or at *our* or their direction.
- (b) We may permit *you* to use this material, or other material licensed by *us*, as part of the *service*. This permission is subject to any conditions which *we* may impose from time to time and will cease when the *service* is cancelled.

- (c) You must not infringe any person's *intellectual property rights* (such as by using, copying or distributing data or software without the permission of the owner) in using the *service*. If you breach this paragraph, we may suspend the *service* under clause 12.1(a)(vii) or (viii) or *cancel the service* under clause 11.3(a)(v) or (vi).

15.3 Events outside *your* or *our* control

- (a) If an *intervening event* occurs which affects you (or any of your *personnel*) from performing any of your obligations under the *agreement* (other than an obligation to pay money), then you will not be liable for failing to perform that obligation. You must notify us of the *intervening event* and use your best efforts to resume performance in accordance with the *agreement* as soon as reasonably possible. Our obligations continue during the *intervening event*, except if we are not able to perform our obligations because you are unable to perform your obligations due to the *intervening event*.
- (b) If an *intervening event* occurs which affects us (or any of our *personnel*) from performing any of our obligations under the *agreement* (other than an obligation to pay money), then we will not be liable for failing to perform that obligation. We must notify you of the *intervening event* and use our best efforts to resume performance in accordance with the *agreement* as soon as reasonably possible. Your obligations continue during the *intervening event*, except if you are not able to perform your obligations because we are unable to perform our obligations due to the *intervening event*.

15.4 What happens if you become a *carrier* or *carriage service provider*?

- (a) You represent that you are not a *carrier* or *carriage service provider*.
- (b) If you are or become a *carrier* or *carriage service provider*, we may immediately *cancel the service* by giving you notice.

15.5 When do we waive a right we have under the *agreement*?

If you breach the *agreement* and we do not exercise a right that we have because of your *breach*, we do not necessarily waive our entitlement to exercise that right because of your breach at any later time.

15.6 Payment of commission by us

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

15.7 Directory Assistance

Directory Assistance is available by calling 124RED (124733). Please refer to the *pricing tables* for further details and pricing for the 124RED service.

15.8 Information about *your* rights

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

15.9 Contacting *us*

| CONTACT DETAILS | |
|---|--|
| Customer Service | <p>By phone: 1300 555 100</p> <p>On the Internet: www.virginmobile.com.au</p> <p>By mail - Locked Bag 17, Royal Exchange NSW 1225</p> |
| National Relay Service | 133 677 |
| Translating and Interpreting Service | 131 450 |