

**VIRGIN MOBILE BROADBAND**  
**POST-PAID MOBILE BROADBAND SERVICES DESCRIPTION**

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## 1 ABOUT THIS SERVICE DESCRIPTION

- (a) This is the *service description* for the Post-paid Mobile Broadband service.
- (b) *Your agreement with us* for the supply of the service is made up of:
  - (i) *your application*;
  - (ii) the *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](http://www.virginmobile.com.au)
- (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 or 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 HOW WILL WE NOTIFY YOU OF CHANGES TO THE AGREEMENT?

- (a) In some circumstances, *we* have to give *you* notice in writing of a change to the *agreement*, as set out in clause 2A of the *general terms*.
- (b) In those circumstances not covered by (a) above, if *we* change the terms of the *agreement*, in addition to any other method of notification in writing (including, but not limited to, by mail or *e-mail*), *we* may notify *you* of the change by notice on *our* web site: [www.virginmobile.com.au](http://www.virginmobile.com.au)

## 3 THE SERVICE

### 3.1 What is the service?

- (a) The *service* allows *you* to access the Internet and related data services from *your* computer via a wireless connection for *your* own personal use.
- (b) *You* can access the *service* via a *compatible USB modem* and the *software* loaded onto *your* computer in any location covered by *our network*.

### 3.2 Who supplies the service?

- (a) Virgin Mobile (Australia) Pty Limited (ABN 67 092 726 442) trading as Virgin Broadband 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.

### 3.3 How will we supply the *service* to *you*?

(a) Subject to complying with *our* obligations under clause 2A of the *general terms*, we may modify aspects of the *service* and the delivery of the *service* to *you* if it is necessary to do so for the efficient operation of *our network*. We may, for example:

- (i) deliver access and *content* via proxy servers and caches,
- (ii) manage the *network* to prioritise Internet traffic of certain types or users over others,
- (iii) manage the bandwidth available to certain types of data, such as peer to peer traffic,
- (iv) block or filter specific Internet ports,
- (v) block incoming and outgoing e-mail messages which exceed 10 megabytes in size,
- (vi) limit the number of addresses to whom an outgoing e-mail can be sent, or
- (vii) refuse to accept incoming e-mail messages to mailboxes that have exceeded the e-mail storage limit.

### 3.4 What do we provide as part of the *service*?

- (a) We will provide *you* with:
  - (i) the *required equipment* you order from *us* in *your application*,
  - (ii) installation instructions;
  - (iii) a *primary e-mail address* and the option of creating a number of additional e-mail addresses (further information can be found on *our* website: [www.virginmobile.com.au](http://www.virginmobile.com.au)), and
  - (iv) access to Customer Service (see clause 12 below).
- (b) We are not responsible for installing, maintaining or providing on-site technical support in relation to the *required equipment*.
- (c) We will provide *you* with a dynamic IP address that *your modem* uses to connect to the *service*. This IP address remains *our* property and may change from time to time without any notification to *you*.

- (d) You must not configure *your* computer to connect to the *service* using a static IP address.

### 3.5 How do *you* access the *service*?

- (a) To access the *service* you need:
  - (i) a computer conforming to the minimum system requirements;
  - (ii) a *compatible modem*,
  - (iii) a *Virgin Mobile SIM card*,
  - (iv) *our software* which will install onto *your* computer; and
  - (v) administrator access on the computer intended for use.
- (b) Terms relating to equipment are set out in clauses 7.2 to 7.4 below.

### 3.6 *Your* computer

- (a) In order to access the *service*, *you* must have a computer that meets the *minimum system requirements* (as set out in *Attachment 1*).
- (b) If *your* computer does not meet the *minimum system requirements*, *you* may not be able to use the *service* and Customer Service may not be able to provide any technical support.

### 3.7 Modem

- (a) *You* can:
  - (i) purchase a USB modem from *us* as part of a *Mobile Broadband USB Modem Kit* to access the *service* (see *pricing tables and Appendix C – Equipment Payment Plan*); or
  - (ii) use *your* own modem approved for use on *our 3G/HSPA network* to access the *service*.
- (b) If *you* choose to use *your* own modem to access the *service*:
  - (i) *your* modem must be a *compatible modem*; and
  - (ii) the operation of *your* modem and any repairs to it, is *your* responsibility.
- (c) *You* must :
  - (i) not interfere with or impair the operation of the *modem*; and
  - (ii) keep the *modem* secure.
- (d) If *your* modem is not dual band, 2100Mhz & 900MHz, *you* may not experience broadband speeds everywhere in *our 3G/HSPA* service areas. If *you* purchased *your* modem from *us*, *you* can find details of *your* modem's frequency at [www.virginmobile.com.au](http://www.virginmobile.com.au).

### 3.8 **SIM card**

- (a) *You can obtain a SIM card from a Virgin Mobile Broadband Starter Pack or Virgin Mobile Broadband USB Modem Kit.*
- (b) *We own the SIM card and it remains our property at all times.*
- (c) *You agree to take reasonable care of the SIM card, and agree that if you fail to do so you will be responsible for the costs of repair or replacement in the event that it is damaged, lost or stolen.*
- (d) *You must:*
  - (i) *keep the SIM card secure,*
  - (ii) *not remove the SIM card from the modem (unless instructed to do so by our personnel),*
  - (iii) *only use the SIM card to access our service;*
  - (iv) *not interfere with or impair the operation of the SIM card; and.*
  - (v) *not duplicate the identity of the SIM card (including for the purpose of back up).*
- (e) *You should not use the SIM card to access (and you may not be able to access) other services, such as voice calls, SMS or MMS, using any device. If you are able to access such services, your use of such services will:*
  - (i) *be charged at prevailing rates; and*
  - (ii) *count towards your data allowance.*
- (f) *If you remove the SIM card and/or use it in another device, we may cancel the service without notice.*
- (g) *We will request you to return the SIM card if we issue you with a replacement SIM card or if we no longer supply the service to you. We will charge you a fee if you do not return the SIM card upon our request.*

### 3.9 **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 notify us as soon as possible if the SIM card we have given you is lost or stolen and we will bar or activate IMEI blocking on your Virgin Mobile USB modem.*
- (c) *You are responsible for all use on the lost or stolen SIM card until the time you notify us that your SIM card has been lost or stolen and we bar or activate IMEI blocking.*
- (d) *If your SIM card is lost or stolen and you do not notify us, we may cancel it in accordance with **clause 11** below.*

### 3.10 Replacing the *SIM card*

- (a) Unless *you* are otherwise in breach of the *agreement*, we will replace the *SIM card* and may charge *you* a replacement fee.

### 3.11 How do *you* register for the *service*?

*You* may apply to register for the *service* by:

- (a) entering details requested and following the steps in the online registration system at [www.virginmobile.com.au](http://www.virginmobile.com.au);
- (b) submitting a correctly completed application form; or
- (c) calling Virgin Mobile Telesales on 13 33 23.
- (d) If *you* do not activate *your* service, we will do it for *you*.

### 3.12 How do *you* connect to the *service*?

- (a) To connect to the *service* *you* need to:
  - (i) activate *your SIM card*; and
  - (ii) load the *modem* and *software* and follow the installation instructions.
- (b) Once *you* have activated the *SIM card* and installed the *software* *you* may connect to the *service* at any time during the term of the *agreement* by launching the *software* from *your* computer in any location covered by the *3G/HSPA network*.

### 3.13 *Your e-mail account*

- (a) To register *you* will be required to select an e-mail address (or username). E-mail addresses must meet *our* specifications as shown during signup and are subject to availability. We reserve the right to decline or delete e-mail addresses that we reasonably consider to be offensive, defamatory, illegal or otherwise inappropriate without notice.
- (b) If we contact *you* by e-mail, the e-mail will be sent to *your* nominated *e-mail address* unless otherwise notified.
- (c) *You* must monitor *your* nominated *e-mail address* regularly to retrieve and review *your* e-mails.
- (d) *Your* storage capacity is 10MB per mailbox.

### 3.14 Coverage

- (a) The *service* is only available in areas covered by *our 3G/HSPA network* which transmits voice and data services at 2100MHz and/or 900MHz frequency depending on *your* location within a 3G/HSPA coverage area.
- (b) A dual band (UMTS2100/UMTS900) modem is required to access the full coverage area.
- (c) *You* are responsible for inquiring whether coverage is available in the area in which *you* would normally use the *service*.

- (d) 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,
  - (iii) there will be no delays in transferring data when switching between bearer *networks*, and
  - (iv) there will be no congestion on *our network*.
- (e) The coverage area of the *3G/HSPA network* is not equal to the coverage area of the *GSM network*.
- (f) For the latest coverage information visit [www.virginmobile.com.au/coverage](http://www.virginmobile.com.au/coverage).

### 3.15 Data Transfer Speeds

- (a) The speed of data transmitted using the *service* will vary depending on the following factors:
  - (i) the network used to connect to the service (for example, *you* may obtain faster data transfer speeds on the *3G/HSPA network* than on the *GSM network*). *You* will not experience broadband speeds where only *GSM* coverage is available (including in Tasmania and the Northern Territory);
  - (ii) the distance *you* are from a mobile tower;
  - (iii) the capacity and load of the mobile tower;
  - (iv) the number of users sharing the *network*;
  - (v) *your* equipment and software;
  - (vi) general activity on the Internet; and
  - (vii) speed and capacity of the server *you* are accessing.
- (b) Theoretical maximum download speed on *our 3G/HSPA network* are between 3Mbps and 3.6 Mbps. Based on *our network* testing, *you* can expect speeds between 512kpbs and 1.5Mbps with peak speeds up to 3Mbps. Actual speeds may be slower.

### 3.16 How does the *modem* choose a *network* to supply the *service*?

- (a) The *modem* and *software* (if applicable) automatically conducts a handover between the *3G/HSPA network* and the *GSM network*, maintaining *your* connection during data transfers. They monitor network availability and connect to one of the two network types in the following order (unless *you* configure *your* software otherwise):
  - (i) *3G/HSPA network*; and
  - (ii) *GSM network*.

- (b) If the network *you* are connected to becomes congested and there is no other network available *your* connection may drop out. If there is congestion or *you* move locations, the *modem* and *software* (if applicable) will determine if it is possible to select another *network* according to the hierarchy above.
- (c) *You* may choose to override the automatic operation of the *modem* and *software* (if applicable) and choose one of the two networks to operate the *service*.
- (d) During handover between *networks* there may be a short period of time (up to 45 seconds) during which data does not transfer.

#### 4 USE OF THE SERVICE

- (a) To be an account holder, *you* must be over 18 years of age, or if not, *you* must have obtained the consent of a parent, teacher or other responsible adult.
- (b) *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.
- (c) *We* are not responsible for any Internet *content* that may be obtained via the *service*.
- (d) In order to provide *you* the *service*, *we* may collect certain information about the performance of the *service*, *your* computer and *your* use of the *service*. Unless *we* are permitted or required to do so under *our* privacy policy, *we* will not use this information to identify *you*.
- (e) *You* must:
  - (i) comply with the *Acceptable Use Policy* when using the *service*, and
  - (ii) ensure that the software *you* use with the *service* is properly licensed.
- (f) *You* must not, subject to paragraph (i) below:
  - (i) resell, share or otherwise distribute the *service* (or any part of the *service*) to any third party without *our* prior written consent, or
  - (ii) run or provide network services to others via the *service*.
- (g) In addition to any other obligations *you* may have under the *agreement* (including *your* obligations under the *general terms* and the *Acceptable Use Policy (Appendix D)*), *you* must not:
  - (i) remove the *SIM card* from the *modem*, or use it in any equipment other than the *modem*;
  - (ii) use the *service* to *download* content continuously.
- (h) *You* may connect a LAN to the *service* for private use, however the set-up and configuration of a LAN connected to the *service* is not supported by Customer Service.
- (i) *We* may monitor *your service* to ensure that *you* are complying with the *agreement*. *We* are entitled to investigate any misuse of the *service*, including any breach of the *Acceptable Use Policy*, and may involve police or other law

enforcement agencies in doing so. If we find that *you* have misused the *service*, we may recover from *you* any costs of investigating that misuse. If *your* misuse causes *loss* to another user and we are required to pay compensation to that user, we may require *you* to reimburse us.

- (j) If *you* breach paragraph (i) above, we may, in addition to and without limiting our other rights under clauses 11.3 and 12.1 of the *general terms*, immediately suspend or *cancel the service* without further notice.

## 5 INTERNATIONAL ROAMING

*International Roaming* is not available with the Mobile Broadband service.

## 6 DATA USAGE

- (a) *Your data usage* applies to *downloading and uploading*.
- (b) If,
- (i) *you* connected *your service* between 1 April 2008 and 4 February 2009; and
- (ii) in any given *usage period*, *your data usage* exceeds the data allowance for that *usage period*, then *your* access to the *service* will be speed limited (please refer to the pricing table for details of speed limiting for *your rate plan*); then
- your* access to the *service* will remain *speed limited* until the first day of *your next usage period*.
- (c) If *you* connected *your service* after 5 February 2009 and in any given *usage period*, *your data usage* exceeds the *data allowance* for that *usage period*, then *your* access to the *service* will be *speed limited* for 0.25GB. *Your* access to the *service* will then be unavailable until the first day of *your next usage period*. Please refer to the *pricing table* for details of *speed limiting* for *your rate plan*.
- (d) *You* may purchase up to 3 data packs in a billing month to add additional data to *your service*. This will remove the *speed limiting* and restore access to the *service* until that additional data has been exhausted. When the additional data has been exhausted, access will again be unavailable. If *you* do not use the additional data in the billing month, it will expire.
- (e) *Your data usage* is reset to zero on the first (1<sup>st</sup>) day of each *usage period*. Any unused *data allowance* in any month cannot be rolled over into subsequent months.
- (f) We may notify *you* by e-mail to *your* nominated *e-mail address* when *you* have almost exhausted *your data allowance*.
- (g) In addition, we provide the “My Broadband Usage” web-page to allow *you* to see *your data usage* for the current *usage period* and up to six months’ historical usage. There are a number of factors, including type of traffic and time used, that will affect *your* actual usage. *Your bill* is *your* actual usage in any given billing period.

- (h) The My Broadband Usage web-page is updated approximately every 20 minutes.
- (i) We recommend *you* check *your* data usage regularly to find out *your* current level of usage, and how much of *your data allowance* remains.
- (j) If *you* are using the *service* for peer to peer applications, the speed will be limited to 32kbps.

## 7 SERVICE CHARGES

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

The cost of the *service*, once connected, depends on:

- (a) the cost (if any) of the *required equipment*,
- (b) the *rate plan you* select (see *pricing tables*),
- (c) any changes *you* make to *your rate plan*, the *additional service features you* use or acquire and if *you* accept the terms of a *special*.

### 7.2 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*. However, *you* should check whether *you* are entitled to a refund or credit under clause 10.4 of the *general terms*.
- (d) 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* administration fees and other similar charges. These costs may include *connection fees*, suspension fees or *cancellation fees*, late payment fees, bill reprint fees, payment dishonour fees and reconnection or reactivation fees. These charges are set out in the *pricing tables* for *your service*.
- (e) From 1 December 2009, we will charge *you* \$2.20 for each paper bill we send *you*. To avoid this fee *you* can choose online billing at [www.virginmobile.com.au/membersarea](http://www.virginmobile.com.au/membersarea).
- (f) From 1 December 2009, if *you* use a credit, charge or debit card to pay *your* bill, we will charge *you* a payment processing fee of 1%. This payment

processing fee will appear on *your* next bill after the payment has been processed.

### **7.3 Premature evacuation fee**

- (a) Where all or part of the cost of *your equipment* is included in the monthly cost of *your service*, if within 6 months of the *service start date*, you cancel the service with us, you will be liable immediately to pay us an early termination charge. The amount of this charge (or "*premature evacuation fee*") is specified in the *pricing tables*, on our website [www.virginmobile.com.au](http://www.virginmobile.com.au) and in the advertising material in which *your package* is advertised. You must pay this in addition to any charges incurred.

### **7.4 Can you change your rate plan?**

- (a) You may request to change *your rate plan*:
- (i) if *your current rate plan* allows you to change, and
  - (ii) if you meet the eligibility criteria of the *rate plan* to which you want to change to.
- (b) Under the terms of a *rate plan* or *special*, there may be certain conditions relating to changing *your rate plan*.
- (c) Changing *your rate plan* does not affect the *minimum term* of *your agreement*.

## **8 BILLING AND PAYMENT**

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

- (a) Your bills are always available to view online at [www.virginmobile.com.au/membersarea](http://www.virginmobile.com.au/membersarea)
- (b) We will try to notify you (if you are an online billing customer) each month when *your bill* is ready to view. Even if we do not notify you that *your bill* is ready, *your bill* will be available online and you are responsible for checking *your bill*.
- (c) 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).
- (d) We will send you an email notification each month, to *your* nominated email address, once *your invoice* is ready to view online. You may change *your* email address by logging onto "My Account" at [www.virginmobile.com.au](http://www.virginmobile.com.au) or by contacting us. *Your bills* are available to view online at "My Account" at any time.

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

- (a) We will charge you a pro-rated *minimum monthly spend* fee on *your first bill* we send you for the part of the month *your service* is connected.
- (b) We will place *your service* on a single bill with one or more other *services* that you have with us.

### 8.3 **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*).

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

- (a) You must pay for the *services* by direct debit from *your* bank account or credit or debit card.
- (b) 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 or a chargeback for a credit card payment), we may charge you a fee.
- (c) Some payment methods may incur charges - see clause 7.2 above for details.

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

Subject to clause 10.4 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.

### 8.6 **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:

- (i) charge you a dishonour fee(s). You should see the relevant *pricing table* for the *service* concerned to check the late fee that applies.
- (ii) 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,
- (iii) suspend or *cancel the service*, in accordance with clause 12.1 of the *general terms* or 11.3 of the *general terms* as relevant or in accordance with this *service description*, if, after contacting you for payment, payment is still outstanding. If we suspend or *cancel the service*, we may charge you a 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 suspension fee, *cancellation fee*, reconnection or reactivation fee applies, and if so, what that fee is;
- (iv) engage a mercantile agent to recover the money you owe us. If we engage a mercantile agent, we may charge you a recovery fee,
- (v) notify credit reporting agencies as to your credit worthiness, credit standing and credit capacity; and where necessary, lodge a payment default against your personal credit file,
- (vi) 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

- (vii) on-sell any unpaid amounts to a third party. If we do this, any outstanding amounts will be payable to that third party.
- (b) If *your service* is suspended under clause (a)(iii) above, *you* must contact *us* to arrange alternative payment arrangements and, if we agree to lift the suspension, to arrange for the suspension to be lifted.

## 8.7 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*.

## 8.8 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 8.8, 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.

## 9 SOFTWARE

- (a) We will provide the *software* for use with the *service*.
- (b) *You* are granted a non-exclusive licence to use the *software* subject to the *agreement* and, if an *end user agreement* is provided, subject to the *end user agreement* provided with the *software* at the time of installation.
- (c) If the *service is cancelled*, *you* must cease using and delete the *software*.
- (d) We do not make any warranty or representation regarding the performance of any *software* provided to *you* in connection with the *service* as it operates on *your* computer. This does not affect *our* obligations under the *statutory warranties* (see explanatory note at clause 13.2 of the *general terms*).
- (e) The *software* may not be compatible with some operating systems, including versions of operating systems older than Microsoft Windows XP SP2 and Macintosh OS 10.4 operating systems. 64 bit editions of Windows may also be incompatible with the *service*.
- (f) We provide support for the *software*, but do not provide support for software not supplied by *us*.
- (g) *You* must not disassemble, decompile or reverse engineer any *software* provided by *us*.

- (h) We may automatically check the version of any *software you use with the service*. We may automatically upgrade any *software you use with the service*.

## 10 WARRANTIES

- (a) If *you* have purchased equipment from *us* for use with the *service*, in addition to *our* obligations under the *statutory warranties* (see explanatory note at clause 13.2(b) of the *general terms*, we provide the *warranty period* with equipment we supply to *you* at no extra cost. The *warranty period* does not apply where *you* have supplied *your own* equipment.
- (b) If *you* notify *us* of a fault with the equipment that *you* have purchased from *us* within the *warranty period*, we will, at *our* option, and for no charge, repair, replace, or provide credit for the faulty item.
- (c) If we do not find a fault, or if the fault was caused by:
- (i) any equipment which is not owned by *us* (such as *your computer*),
  - (ii) any interference caused by an *intervening event*,
  - (iii) any interference with or modification to this equipment or a failure to use it in accordance with instructions, or
  - (iv) damage caused by *you*,
- then we will charge *you* for the repair or replacement including associated shipping, postage and handling. We will tell *you* how much these charges are likely to be before *you* incur them.
- (d) Subject to *our* obligations under the *statutory warranties* (see clause 13.2(b) of the *general terms*), outside any *warranty period*, the maintenance of any equipment *you* have purchased from *us* is *your* responsibility. *You* must contact *us* for details on repairing or replacing the *USB modem*. If we replace that equipment, unless replacement arises as a result of a breach of a *statutory warranty*, we may charge *you* a fee including associated shipping, postage and handling and/or service call fees. We will tell *you* how much these charges are likely to be before *you* incur them.

## 11 SERVICE NUMBER

### 11.1 How do *you* obtain a service number?

We will *issue you* a service number for use with the *service*, for use as a reference number only, that is, it is not to be used as a mobile phone service number.

### 11.2 How are service numbers allocated?

- (a) All phone numbers are selected, issued and used by *us* in accordance with ACMA's Numbering Plan and Telecommunications Numbering Plan Number Declarations (*numbering regulations*).
- (b) We may issue *you* with a service number that has not been quarantined if that service number has not been used for a telephony service in the previous six months.

- (c) If *your* service is cancelled, *we* may reissue *your* service number to another customer immediately.

### 11.3 Can we change the service number we have issued to you?

- (a) *We* may be required to recover and/or recover and replace a service number *we* have issued *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.

### 11.4 Can you change the service number we have issued to you?

- (a) The service number *we* issue to *you* for use with the Mobile Broadband *service* is not for use as a mobile phone service number, so *we* will not change the service number *we* issue to *you*.

### 11.5 Who owns the service number?

- (a) *You* do not own the service number and *your* right to use the number starts when *we* issue the service number to *you*.
- (b) *Your* right to use the service number ends if *you* no longer obtain the *service*.
- (c) If *you* stop obtaining the *service*, *we* may issue the phone number to another customer in accordance with the *numbering regulations*.

### 11.6 Our liability to you in respect of service numbers

- (a) *We* are not liable to *you* for any expense or loss incurred by *you* due to:
  - (i) any recovery or recovery and replacement of the service number under clause 9.3 above, or
  - (ii) *you* ceasing to have the right to use the service number under clause 10.5 above.

## 12 SUSPENSION OR CANCELLATION OF THE SERVICE

- (a) In addition to *our* rights under the *general terms*, *we* may suspend or *cancel the service* without prior notice if *you* do not comply with:
  - (i) clause 4(f), or
  - (ii) clause 7.2(d).
- (b) If *your service* is suspended, *you* may be charged a suspension fee as set out in the *pricing tables*.
- (c) If the *service is cancelled* under the *agreement*, *we* are authorised to delete any files, programs, data and e-mail messages stored in *your primary e-mail address* (and any associated e-mail addresses).
- (d) If *your service is cancelled* within *your minimum term*, *you* must pay the *cancellation fee* as set out in the *pricing tables* and/or any advertising material.

### 13 CUSTOMER SERVICE

- (a) If *you* require support with *your* connection to the *service* or have any questions relating to that connection or *you* need to report a fault *you* can contact Customer Service.
- (b) We will provide customer service and technical support for the connection of a single computer that meets the current *minimum system requirements* to the *service*. We will not provide customer service for networking devices or *LAN* to the *service* or for third party webmail programs.
- (c) Customer Service may only provide limited assistance for equipment and software supplied by *you*. However, full customer service is provided regarding billing, passwords, e-mail and online services. Customer Service will also provide assistance for setting up a new Internet connection and setting up e-mail addresses.
- (d) We may refer *you* to a third party for technical support that is of a complex nature, such as setting up home networks, file or printer sharing, for peripherals, such as printers, switches/hubs, USB hubs, mice, keyboards, third party e-mail programs and some internet browsers. The terms and conditions of any third party suppliers apply to any services supplied by them and charges for their services are payable directly to them.

### 14 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 their services accessed via the *service*.

<b>CONTACT DETAILS</b>	
Customer Service	On the Internet – <a href="http://www.virginmobile.com.au">www.virginmobile.com.au</a>  By phone – 1300 555 100  E-mail: <a href="mailto:support@virginbroadband.com.au">support@virginbroadband.com.au</a>
National Relay Service	133 677
Copyright officer	<a href="mailto:copyright@virginbroadband.com.au">copyright@virginbroadband.com.au</a>
Translating and Interpreting Service	131 450