

VIRGIN MOBILE

PRE-PAID MOBILE SERVICES DESCRIPTION

Click on the section that *you* are interested in

1. ABOUT THIS SERVICE DESCRIPTION	3
2. THE SERVICE.....	3
2.1 What is the <i>service</i> ?	3
2.2 Who supplies the <i>service</i> ?	3
2.3 Coverage.....	4
2.4 Use of the <i>service</i>	4
3. SIM CARD.....	5
3.1 How do <i>you</i> connect to the <i>service</i> ?	5
3.2 Who owns the <i>SIM card</i> ?	5
3.3 What do <i>you</i> do if <i>your SIM card</i> is lost or stolen?	5
3.4 Replacing the <i>SIM card</i>	6
4. SERVICE CHARGES.....	6
4.1 What does the cost of the <i>service</i> depend on?	6
4.2 What are the fees and charges for using the <i>service</i> ?	6
4.3 <i>Pre-paid vouchers</i>	7
4.4 Selecting a <i>pre-paid voucher</i>	7
4.5 How will <i>you</i> be charged for <i>calls</i> ?	7
4.6 When will we transfer or refund <i>pre-paid voucher credits</i> , and when will they be forfeited?	8
4.7 What happens if <i>your pre-paid account</i> is below the minimum credit?	8
4.8 When do <i>you</i> need to add the <i>minimum credit</i> ?.....	8
4.9 How do <i>you</i> recharge <i>your pre-paid service</i> ?.....	10
5. PHONE NUMBERS.....	10
5.1 How do <i>you</i> obtain a <i>phone number</i> ?	10
5.2 How are <i>phone numbers</i> allocated?.....	10
5.3 Can we change the <i>phone number</i> we have allocated <i>you</i> ?	11
5.4 Can <i>you</i> change the <i>phone number</i> we have allocated <i>you</i> ?	11
5.5 Who owns the <i>phone number</i> ?	11
5.6 Our liability to <i>you</i> in respect of <i>phone numbers</i>	11
6. MOBILE NUMBER PORTABILITY	11
6.1 <i>Porting</i> from another <i>carrier</i> or <i>carriage service provider</i>	11
6.2 <i>Porting</i> from <i>us</i>	12
7. YOUR MOBILE PHONE.....	13
7.1 Provision of the <i>mobile phone</i>	13
7.2 Providing proof of ownership of <i>your mobile phone</i>	13
7.3 <i>Your</i> responsibilities in relation to <i>your mobile phone</i>	13
7.4 What can we do if <i>your mobile phone</i> is faulty or interferes with the <i>service</i> ?	13
8. NETWORK LOCKING.....	14

9. LOST OR STOLEN MOBILE PHONE	14
9.1 What should <i>you</i> do if <i>your mobile phone</i> is lost or stolen?	14
9.2 Reactivating the <i>service</i> or de-activating <i>IMEI blocking</i>	14
9.3 Important things to note whilst <i>your mobile phone</i> is suspended or <i>IMEI blocking</i> is activated.....	15
9.4 In what other circumstances could <i>we</i> block <i>your mobile phone</i> ?	15
9.5 Who do <i>we</i> inform that <i>your mobile phone</i> is blocked or unblocked?	15
10. PHONE NUMBER DISPLAYS	15
10.1 <i>Calling Number Display (CND)</i>	15
10.2 SMS and MMS	15
11. ACCESS RESTRICTIONS.....	16
11.1 Barring of <i>calls</i> made from the <i>mobile phone</i>	16
11.3 International <i>Calls</i>	16
11.4 <i>Our</i> additional rights of suspension and cancellation	16
12. SUPPLIER AND THIRD PARTY SERVICES.....	17
13. VIRGIN VIBE AND OTHER INFORMATION - VALUE ADDED SERVICES.....	17
14. CONTACTING US.....	17

1. ABOUT THIS SERVICE DESCRIPTION

- (a) This is the *service description* for the Virgin Mobile Pre-Paid Mobile Service.
- (b) The *agreement* is made up of:
 - (i) *your application*,
 - (ii) *general terms*,
 - (iii) *this service description*,
 - (iv) *the pricing tables*,
 - (v) *the dictionary*, and
 - (vi) *the appendices*.
- (c) You may obtain a copy of the latest version of the above documents from *us* or on *our* website: www.virginmobile.com.au/sfoa.html
- (d) Where *you* may be charged a fee or charge, then this fee or charge is set out in the *pricing tables*. Please check the *pricing tables* carefully to see what fees and charges apply to *your* use of the *service*.
- (e) The meaning of the words printed *in italics like this* is set out in the *dictionary*.

2. THE SERVICE

2.1 What is the *service*?

The *service* allows *you* to:

- (a) make *calls* from and receive *calls* to *your mobile phone*, and
- (b) send *content* from and receive *content* to *your mobile phone*, including data *calls*

on the *Virgin Mobile network* for *your* own personal use only.

Some services are only available if *you* choose the postpaid option (for example *Globetrotting* and insurance). Some services are only available if *you* choose the pre-paid option (such as the ability to view *call history* online). *You* should check *Appendix A (Value Added Service Features)* for further details.

2.2 Who supplies the *service*?

- (a) Virgin Mobile (Australia) Pty Limited (ABN 67 092 726 442) supplies the *service* to *you*.

- (b) *Optus* supplies the *service* to *us* and *we* re-supply the *service* to *you*.
- (c) *We* may elect to provide *you* with access to the *service* via an alternative access method or an alternative service comparable to the *service*. If *we* choose to change *your* access method to the *service* or the service, *we* will notify *you* of any:
 - (i) substantial changes to the *service*,
 - (ii) changes to the terms and conditions on which *we* provide the *service* to *you*, and
 - (iii) the new terms and conditions on which *we* provide the alternative service to *you*, if any.

2.3 Coverage

- (a) The *service* is not available in all areas of Australia. *You* may obtain coverage maps showing where the *service* is available in Australia from *us* or from *our* website: www.virginmobile.com.au. *You* are responsible for inquiring whether coverage is available in the area in which *you* would normally use the *service*.
- (b) In areas that the *service* is available, it is technically impracticable for *us* to guarantee that:
 - (i) the *service* is available in each place within an area where there is coverage,
 - (ii) 'drop-outs' will not occur during a *call*, and
 - (iii) there will be no congestion on *our network*.
- (c) *Globetrotting* is not available in all countries or in all areas of those countries. The countries where *Globetrotting* is available may change. *You* can obtain information on where *Globetrotting* is available from *us* or from *our* website: www.virginmobile.com.au.
- (d) Due to technical reasons, *we* are not able to guarantee that *calls* to '13' or '18' prefix numbers will be diverted to the nearest location for that '13' or '18' prefix number.

2.4 Use of the service

- (a) In addition to any other obligations *you* may have under the *agreement* including *your* obligations under the *general terms* and the Fair Use policy (Appendix B), *you* must not:
 - (i) make or receive *calls* or send or receive *content* on *our network* other than for *your* own personal use, as described in clause 2.1 above,
 - (ii) wholesale any *service* (including transit, refile or aggregate domestic or international traffic) on *our network*, or

- (iii) use the *service* (including any *SIM card*) in connection with a device that switches or reroutes *calls* to or from *our network* or the *network* of any *supplier*,

without obtaining *our* written consent first. *We* may give or withhold *our* consent, or make *our* consent subject to conditions, in *our* discretion.

- (b) If *you* breach paragraph (a) above, *we* may, in addition to and without limiting *our* other rights under the *agreement*, immediately suspend or *cancel the service*. *We* will notify *you* if *we* do this.

3. SIM CARD

3.1 How do *you* connect to the *service*?

- (a) To be able to connect to the *service*, *you* need a *SIM card*.
- (b) If *you* do not already have a *SIM card* for use with the *service*, *you* can purchase a *SIM card* from *us*.
- (c) To connect to the *service*, *you* need to:
 - (i) register *your pre-paid service* and provide proof of identity as required by law; and
 - (ii) activate *your pre-paid service*, either online at www.virginmobile.com.au or by calling *us*.
- (d) *You* may only activate two (2) pre-paid *services* in *your* name.
- (e) *You* must activate *your SIM card* before the date shown on the *SIM pack* (if any). If *you* do not, the *SIM card* may be cancelled.

3.2 Who owns the *SIM card*?

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

3.3 What do *you* do if *your SIM card* is lost or stolen?

- (a) *We* are not responsible for any lost or stolen *SIM cards*.
- (b) *You* must *call us* on 1300 555 100 as soon as possible if the *SIM card* *we* have given *you* is lost or stolen or damaged so *we* can bar outgoing *calls*, suspend the *service* and/or activate *IMEI blocking* on *your mobile phone* (see clause 9 below).

- (c) You are responsible for all charges for *calls* made using the lost or stolen *SIM card* up until the time you notify us that your *SIM card* has been lost or stolen and we bar outgoing *calls*, suspend the *service* or activate *IMEI blocking* (see clause 9 below).
- (d) If your *SIM card* is lost or stolen and you do not notify us, we may cancel your *service* in accordance with clause 11.3 of the *general terms*.

3.4 Replacing the *SIM card*

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

4. SERVICE CHARGES

4.1 What does the cost of the *service* depend on?

The cost of the *service* depends on:

- (a) the *pre-paid voucher* you select,
- (b) your use of the *service* (including, for example, length of *call*, time and day of *call* (which may not be the local time where the *call* is made), destination of *call* and *call* type, and your use of any *value added service features*), and
- (c) any changes you make to your *recharge voucher*, the *value added service features* you use or acquire and if you accept the terms of a *special*.

4.2 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, 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 (for example a network locking removal fee).
- (b) You must pay all fees and charges which are incurred for the *service* even if you did not authorise its use, including any fees and charges incurred by your *secondary contact* arising from that person's access to and operation of your *account*.
- (c) You must pay the fees and charges for the *service* even if the *service* is unavailable or you are unable to access the *service*. If you suffer a significant or sustained loss of access to, or use of, the *service* you may be entitled to a refund or a credit under clause 10.4 of the *general terms*.

- (d) Any *equipment charges* (such as the cost of *your mobile phone*) are in addition to the fees and charges for using the *service*.

4.3 **Pre-paid vouchers**

The *pre-paid vouchers* in the *pricing tables* may vary in relation to the:

- (a) charges,
- (b) *call credit validity period*,
- (c) additional period.

4.4 **Selecting a pre-paid voucher**

- (a) When you connect to the *service*, *your service* may come with some included credit of a type that will be specified with the *service*.
- (b) Unless expressly stated otherwise, you may change *your pre-paid pricing plan* by selecting a different type of *recharge voucher* when you top-up your account. If you top-up with a different *pre-paid voucher*, you will be charged those rates as soon as you activate that *pre-paid voucher*. The new *pre-paid voucher* rates and expiry will apply to any unused call credits which have not expired or been exhausted through use.

4.5 **How will you be charged for calls?**

- (a) The cost of each *call* will be deducted from the current credits on *your pre-paid account*.
- (b) You will not be sent any bills, invoices or statements recording *calls* made.
- (c) You may be able to access a record of *your pre-paid account* activity for the last 500 transactions up to 3 months on www.virginmobile.com.au> my account>mobile management.
- (d) The charges for outgoing calls:
 - (i) are based on the Pre-Paid credit you choose to top-up with and are generally based on:
 - (A) 30 second intervals over the *chargeable calling time*. The charges for part of a 30 second interval will be rounded up to the next 30 second interval; or
 - (B) 1 minute intervals over the *chargeable calling time*. The charges for a part of a 1 minute interval will be rounded up to the next 1 minute interval; or
 - (ii) may be on a per call basis. These calls are set out in the *pricing table* or *Appendix A (Value Added Services)*; and
 - (iii) may include a *flagfall*.

4.6 When will we transfer or refund *pre-paid voucher credits*, and when will they be forfeited?

- (a) Subject to paragraph (c) below, credits cannot be converted into or redeemed as cash and cannot be applied against other *services* or *accounts* you have with us.
- (b) We will transfer any existing credits:
 - (i) if *your SIM card* is lost, stolen or damaged and you purchase a new *SIM card* for use with the *service*, or
 - (ii) where *your phone number* is changed in accordance with clauses 5.3 and 5.4 below.
- (c) If we *cancel the service for convenience*, we will:
 - (i) refund any unexpired pre-paid credits, not including any bonus credit on cap *Pre-Paid vouchers*, or
 - (ii) with *your* consent, apply those credits for use on another *service* you have with us.
- (d) If the *service* is cancelled for any other reason than for convenience, any credits remaining on *cancellation of the service* are forfeited.
- (e) For the avoidance of doubt, where the *service is cancelled* under clause 11.4 below, any credits remaining on *cancellation of the service* are forfeited.

4.7 What happens if *your pre-paid account* is below the minimum credit?

- (a) You must have sufficient credit on *your account* to make outgoing *calls*, send SMS messages or photo messages, or to use *Virgin Vibe* services or other services. If *your credit* reaches zero, others can call you but you won't be able to make any *calls* (except to 733 to top-up *your account* and *calls* to emergency services), use any services to incur further charges, or access *your* voicemail.
- (b) You cannot make a *call*, SMS or use other services if the credits in *your pre-paid account* are below the *minimum call credit* except to emergency services, and credit card recharge via the IVR.
- (c) We may terminate a *call* or data session without notice if the credits run out during a *call* or data session.
- (d) A low-balance warning may, but need not, be activated when the *call* you are making from *your pre-paid service* will have a duration of 10 minutes or less. This figure may be changed from time to time. There are no low balance warnings for other *call* types, such as SMS or browsing.

4.8 When do you need to add the *minimum credit*?

- (a) The *call credit validity period* or *expiry period*

- (i) You should check *our* website for the *call credit validity period* or *expiry period* for *your pre-paid voucher*. Unless specified otherwise, *your* starter kit initial credit has an expiry of 30 days from the date *you* activate the *pre-paid voucher*.
 - (ii) Irrespective of whether *your pre-paid service* currently has available credits, *you* must add at least the *minimum credit* to *your pre-paid service* within the *call credit validity period*.
 - (iii) If *you* do not top-up at least the *minimum credit* in accordance with paragraph (ii) above, the remaining balance on *your pre-paid service* will be forfeited at the end of the *expiry period* and *your pre-paid service* will be set at a zero credit balance.
 - (iv) You cannot claim a refund or credit for any forfeited credits.
 - (v) We are under no obligation to notify *you* that the credits are about to be or have been forfeited.
 - (vi) Each time credits are added (a new *pre-paid voucher* is activated), a fresh *call credit validity period* begins.
 - (vii) If *you* use all of *your* credits before the expiry of the *call credit validity period*, the *additional period* does not commence until the *call credit validity period* has expired.
- (b) The *additional period*
- (i) The *additional period* starts either when *you* use up all of *your pre-paid voucher* credits or from the expiry of the *call credit validity period*.
 - (ii) If the balance of *your SIM card* is zero because:
 - (A) *your* credits were forfeited pursuant to (a)(iii) above, or
 - (B) the available credits were exhausted through *call/SMS/data* usage,

you must top-up at least the *minimum credit* within 180 days ("the *additional period*").
 - (iii) If *you* do not top-up at least the *minimum credit* in accordance with paragraph (ii) above, we can *cancel the service* without notice. If *you* top-up at least the *minimum credit* before the expiry of the *additional period*, the *service* will be fully restored.
 - (iv) You can receive *calls* and SMS during the *additional period*.

- (v) We may, but need not, send *you* SMS reminders to warn *you* that if *you* do not add the *minimum credit* before the expiration of the *additional period*, *your service* will be cancelled.

4.9 How do *you* recharge *your pre-paid service*?

- (a) *You may recharge your pre-paid service:*
 - (i) by purchasing *pre-paid vouchers* on line on *our* website: www.virginmobile.com.au,
 - (ii) via credit card via *our* automated IVR top-up service, or
 - (iii) by purchasing *recharge vouchers* at a retail outlet.
- (b) To *recharge your pre-paid service* with a credit card, we may require *you* to register *your* credit card details at www.virginmobile.com.au and to provide proof of identity required by law.
- (c) We may:
 - (i) limit the number of credit cards *you* are able to register; and
 - (ii) limit the number of times *you* can change the registered credit card *you* use to *recharge your pre-paid service*, and
 - (iii) place a maximum or minimum credit limit on each transaction or on *your pre-paid service*.
- (d) Subject to paragraph (c) above, *you* may elect to automatically *recharge your pre-paid service* on a specific day each month or when *your pre-paid service* reaches a certain credit balance. *You* must ensure *you* have sufficient credit on *your pre-paid service* to cover usage for 72 hours in case the automatic *recharge* is delayed. We are not liable to *you* for any delay in *your pre-paid service* being automatically *recharged* or if for technical reasons the *recharge* does not take place.
- (e) *You'll* be able to access *your* usage history and *recharge* history for the previous 3 months' (up to a maximum of 500 transactions) online by logging into "My Account" at www.virginmobile.com.au.

5. PHONE NUMBERS

5.1 How do *you* obtain a *phone number*?

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

5.2 How are *phone numbers* allocated?

- (a) All *phone numbers* are selected, issued and used by *us* in accordance with the ACMA's Numbering Plan and

Telecommunications Numbering Plan Number Declarations
(*numbering regulations*).

- (b) For an additional charge, *you* may apply for a more memorable *phone number* (“Gold Number”).

5.3 Can we change the *phone number* we have allocated *you*?

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

5.4 Can *you* change the *phone number* we have allocated *you*?

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

5.5 Who owns the *phone number*?

- (a) *You* do not own the *phone number* and *your* right to use the *phone number* ends if *you* no longer obtain the *service* unless *you* port the *phone number* (see clause 6 below).
- (b) If *you* stop obtaining the *service* and do not port the *phone number*, we may issue the *phone number* to another customer in accordance with the *numbering regulations*.

5.6 Our liability to *you* in respect of *phone numbers*

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

- (a) any variation, withdrawal, suspension or re-assignment of the *phone number* under clause 5.3 above, or
- (b) *you* ceasing to have the right to use the *phone number* under clause 5.5(a) above.

6. MOBILE NUMBER PORTABILITY

6.1 Porting from another *carrier* or *carriage service provider*

- (a) *You* may be able to port a *phone number* *you* have obtained from another *carrier* or *carriage service provider* when *you* connect to the *service*.
- (b) By signing the port authorisation form or having *your* port authorisation voice recorded, *you*:

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

6.2 Porting from us

- (a) *You* can *port* a *phone number* you have obtained from *us* for use with the *service* to another *carrier* or *carriage service provider*.
- (b) *You* must not *cancel the service* before *you* port the *phone number*. The *carrier* or *carriage service provider* to which *you* have ported the *phone number* will inform *us* that *you* have ported the *phone number* and *we* will *cancel the service*.
- (c) *You* can only *port* the *phone number*, *you* cannot *port* any *value added services*.
- (d) *You* may only *port* a *phone number* for which *you* are the authorised customer.

- (e) Any credits *you* have on *your pre-paid service* will be forfeited if *you port the phone number* to another carrier or carriage service provider.
- (f) If *you* acquired a *mobile phone* from *us* to use with the *service*, *you* may need to have network locking removed (see clause 8 below).

7. YOUR MOBILE PHONE

7.1 Provision of the *mobile phone*

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

7.2 Providing proof of ownership of *your mobile phone*

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

7.3 *Your responsibilities in relation to your mobile phone*

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

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

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

- (a) provide *your mobile phone* for *us* to inspect, and/or

- (b) cease using that *mobile phone* until the problem has been corrected.

8. NETWORK LOCKING

- (a) If *your mobile phone* has been obtained from *us*, it may have been programmed to only work on *our network*. This is known as network locking.
- (b) To disable *network locking* on *your mobile phone* you must contact *us* to obtain a code to unlock *your mobile phone*.
- (c) Before *we* provide *you* with the code to unlock *your mobile phone* you may have to pay a network locking removal fee (see paragraph (d) below).
- (d) A network locking removal fee is payable unless *you* have *recharged your pre-paid service* with at least the amount specified from time to time on *our website* or in *our advertising material* (either as a once-off *recharge* or with multiple *recharges* where the sum of all *recharges* is the specified amount or more).
- (e) Only an *account holder* (or *secondary contact*) can disable the *network locking* from *your mobile phone*.
- (f) *We* may refuse to disable the *network locking* from *your mobile phone* if:
 - (i) *you* are in breach of the terms of *our agreement*;
 - (ii) *you* have not complied with the *recharge* requirements set out in this clause 8; or
 - (iii) *you* have already *ported* and *we* have invoiced *you* for the *network locking* removal fee but *you* have not paid that amount.

9. LOST OR STOLEN MOBILE PHONE

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

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

- (a) that the *service* be /barred, and/or
- (b) *IMEI blocking* be activated. *We* will ask Optus to activate *IMEI blocking* on *our* behalf.

9.2 Reactivating the *service* or de-activating *IMEI blocking*

- (a) If *you* find *your mobile phone* or it is returned to *you*, *you* will need to contact *us* to request:
 - (i) reactivation of the *service*, and/or

- (ii) *IMEI blocking* be de-activated. We will ask *Optus* to de-activate *IMEI blocking*. There may be a delay in doing this.
- (b) We will also reactivate *value added service features* (for example, diversions) upon request.

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

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

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

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

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

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

10. PHONE NUMBER DISPLAYS

10.1 Calling Number Display (CND)

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

10.2 SMS and MMS

When *you* send a SMS or MMS, the *phone number* assigned to *you* or *your* name may be displayed on the phone of the person to whom *you* are

messaging. *You cannot bar the phone number assigned to you or your name when you send a SMS or MMS.*

11. ACCESS RESTRICTIONS

11.1 Barring of calls made from the mobile phone

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

11.2 What are the access restrictions on the service?

- (a) The *service* cannot be used:
 - (i) for some data, fax (including to make international fax *calls* (using the prefixes 0015 or 0019)) and paging services,
 - (ii) for *Globetrotting*, or
 - (iii) to *call* information services such as premium voice services (including, for example, *calls* to most 1901 or 1902 prefix numbers).
- (b) We may provide access to some 190 services for *calls*, SMS or MMS.

11.3 International Calls

Access to *call* most international countries is activated automatically when *you* connect *your service*. If *you* want to bar access to international *calls*, or request access to other countries, please contact Customer Service.

11.4 Our additional rights of suspension and cancellation

- (a) In addition to *our* rights under the *general terms*, we may suspend or *cancel the service* without prior notice if:
 - (i) *you* fail to add at least the *minimum credits* as required by clause 4 above,
 - (ii) *you* have not made a chargeable *call* or incurred a charge for a *service* within any 180 day period,
 - (iii) we believe, or we are informed by law enforcement authorities that they believe, the identification evidence provided by *you* is false or inadequate,
 - (iv) *you* transfer *your SIM card* to another party without obtaining *our* consent, or do not provide sufficient details of the identity of the other party, or
 - (v) *you* engage in fraudulent *recharge* behaviour (including unauthorised attempts to *recharge* via *our* automated IVR top up service.

- (b) In addition to *our* rights under the *general terms*, we may *cancel the service* by giving six (6) months notice which will be published in at least one major daily newspaper in each capital city in Australia.

12. SUPPLIER AND THIRD PARTY SERVICES

You acknowledge that:

- (a) the *service* relies on the services of *suppliers* for its operation, who are not controlled by *us*, and
- (b) we do not exercise any control over, authorise or make any warranty regarding:
- (i) *your* right or ability to use, access or transmit any *content* using the *service*,
 - (ii) the accuracy or completeness of any *content* which *you* may use, access or transmit using the *service*,
 - (iii) the consequences of *you* using, accessing or transmitting any *content* using the *service*, including without limitation any virus or other harmful software, and
 - (iv) any charges which a third party may impose on *you* in connection with *your* use of their services accessed via the *service*.

13. VIRGIN VIBE AND OTHER INFORMATION - VALUE ADDED SERVICES

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

14. CONTACTING US

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