

VIRGIN BROADBAND SERVICES

SERVICE DESCRIPTION

Click on the page number of the section that *you* are interested in

1	ABOUT THIS SERVICE DESCRIPTION	3
2	HOW WILL WE NOTIFY YOU OF CHANGES TO THE AGREEMENT? ..	3
3	THE SERVICE	3
3.1	What is the <i>service</i> ?	3
3.2	Who supplies the <i>service</i> ?.....	3
3.3	How will <i>we</i> supply the <i>service</i> to <i>you</i> ?.....	4
3.4	What do <i>we</i> provide as part of the <i>service</i> ?	4
3.5	Coverage	4
3.6	Data Transfer Speeds	5
3.7	Limitation on connection to the <i>service</i>	5
3.8	How do <i>you</i> register for the <i>service</i> ?	5
3.9	<i>Your</i> e-mail <i>account</i>	6
4	USE OF THE SERVICE	6
5	DATA USAGE LIMITATIONS	7
6	SERVICE CHARGES	7
6.1	What does the cost of the <i>service</i> depend on?	7
6.2	What are the fees and charges for using the <i>service</i> ?	7
6.3	Mobile Broadband <i>Premature evacuation fee</i>	8
6.4	Can <i>you</i> change <i>your pricing plan</i> ?	8
6.5	How often will <i>we</i> bill <i>you</i> ?.....	9
6.6	What will appear on <i>your bill</i> ?.....	9
6.7	<i>We</i> may use a billing agent to bill <i>you</i>	9
6.8	What types of payment methods may <i>you</i> use?	9
6.9	When must <i>you</i> pay <i>your bill</i> ?	9
6.10	What happens if <i>you</i> do not pay <i>your bill</i> by the due date?.....	9
7	REQUIRED EQUIPMENT AND SOFTWARE	10
7.1	How do <i>you</i> access the <i>service</i> ?.....	10
7.2	<i>Home modem</i> and the <i>SIM card</i>	10
7.3	<i>Your computer</i>	11
7.4	<i>Software</i>	11
7.5	How does the <i>USB modem</i> or <i>home modem</i> choose a <i>network</i> to supply the <i>service</i> ?.....	12
7.6	<i>International Roaming</i> using Mobile Broadband	12
8	REGISTRATION.....	12
8.1	How do <i>you</i> connect to the <i>service</i> ?	12

9	WARRANTIES	12
10	WHAT HAPPENS IF <i>YOU MOVE PREMISES?</i>.....	13
10.1	If <i>you move premises</i> and the Broadband at Home <i>service</i> is available at <i>your new premises</i> :.....	13
10.2	If <i>you move premises</i> and the <i>service</i> is not available at <i>your new premises</i> : 13	
10.3	Giving <i>us</i> notice of <i>your</i> new address.....	13
11	SUSPENSION OR <i>CANCELLATION OF THE SERVICE</i>.....	13
12	CUSTOMER SERVICE.....	14
13	<i>SUPPLIER</i> AND THIRD PARTY SERVICES	14
14	BROADBAND AT HOME 30 DAY MONEY BACK GUARANTEE.....	15

1 ABOUT THIS SERVICE DESCRIPTION

- (a) This is the *service description* for the Virgin Broadband *services*.
- (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*; and
 - (v) the *appendices*.
- (c) 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/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 or charges apply to your use of the *service*.
- (e) The meaning of the words printed in *italics like this* is set out at the end of this *service description*, the *general terms* or in the *dictionary*.

2 HOW WILL WE NOTIFY YOU OF CHANGES TO THE AGREEMENT?

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 the Virgin Broadband website: www.virginbroadband.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 personal computer or laptop computer via a wireless connection for your own personal use. There are two methods of access using the *service*:
 - (i) You can access the Mobile Broadband *service* via a *USB modem* and the *software* loaded onto your laptop or personal computer in any location covered by our *network*.
 - (ii) You can access the Broadband at Home *service* from your *premises* via a *home modem* that connects you to our *network*.
- (b) **The Broadband at Home *service* can only be used at your *premises*.**

3.2 Who supplies the *service*?

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

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

- (a) 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) block or filter specific Internet ports,
 - (iv) block incoming and outgoing e-mail messages which exceed 10 megabytes in size,
 - (v) limit the number of addresses to whom an outgoing e-mail can be sent, or
 - (vi) 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) a *self-installation kit*,
 - (iii) a *primary e-mail address* and the option of creating a number of additional e-mail addresses (further information can be found on the Virgin Broadband website: www.virginbroadband.com.au,
 - (iv) any *additional service features* you have selected, and
 - (v) access to Customer Service (see clause **Error! Reference source not found.** 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 an IP address that your *USB modem* or *home 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 Coverage

- (a) The *service* is only available in areas covered by *our network*. 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,
 - (iii) there will be no delays in transferring data when switching between bearer *networks*, and
 - (iv) there will be no congestion on *our network*.
- (c) The coverage area of *the HSDPA and 3G network* is not equal to the coverage area of the *GSM network*. For the latest coverage information visit www.virginbroadband.com.au.

3.6 Data Transfer Speeds

The speed of data transmitted using the *service* will vary depending on the following factors:

- (a) If *you* are located in an area covered by the *HSDPA, 3G or GSM network* (for example, *you* will obtain faster transfer speeds if *you* are in an area covered by the *HSDPA network* than if *you* are in an area covered by the *GSM network*);
- (b) The number of users sharing *our network*;
- (c) *Your* hardware and software;
- (d) General activity on the Internet; and
- (e) Speed and capacity of the server *you* are accessing.

3.7 Limitation on connection to the *service*

To connect to the *service* *you* must:

- (a) meet all of the *minimum system requirements* (which are set out in Attachment 1 below), and
- (b) have all *required equipment*.

3.8 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.virginbroadband.com.au;
- (b) submitting a correctly completed application form; or
- (c) calling Virgin Broadband Customer Service on 1300 555 100.

3.9 *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 primary Virgin Broadband e-mail account*.
- (c) *You* must monitor *your primary e-mail address account* regularly to retrieve and review *your* e-mails.

4 **USE OF THE SERVICE**

- (a) *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.
- (b) *We* are not responsible for any Internet *content* that may be obtained via the *service*.
- (c) 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*.
- (d) *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.
- (e) *You* must not, subject to paragraph (g) 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*.
- (f) *You* may connect a *LAN* to the *service* for private use, however the set-up and configuration of a *LAN* connected to the *home modem* is not supported by Customer Service.
- (g) In addition to any other obligations *you* may have under the *agreement* (including *your* obligations under the *general terms* and the *Broadband Acceptable Use Policy (AppendixD)*), *you* must not:
 - (i) move the *home modem* from *your premises*,
 - (ii) remove the *SIM card* from the *home modem*, or use it in any equipment other than the *home modem*.
- (h) *We* may monitor *your service* to ensure that *you* are complying with the *agreement*. *We* will investigate any misuse of the *service* 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*.

- (i) If *you* breach paragraph (h) above, *we* may, in addition to and without limiting *our* other rights under the *agreement*, immediately suspend or *cancel the service* without further notice.

5 DATA USAGE LIMITATIONS

- (a) *Your data usage* applies to *downloading* only. *Your data usage* does not apply to *uploading*.
- (b) If *your data usage* exceeds the *data allowance* for any given *usage period*, then *your* access to the *service* will be *speed limited*. *Your* access to the *service* will remain *speed limited* until the first day of *your next usage period*.
- (c) *Your data usage* is reset to zero on the first (1st) day of each *usage period*. Any unused *data allowance* in any month cannot be rolled over into subsequent months.
- (d) *We* may notify *you* by e-mail to *your primary e-mail address* when *your data usage* has:
 - (i) exceeded 80% of *your data allowance*, and/or
 - (ii) exceeded 100% of *your data allowance* and *your* access to the *service* has become *speed limited*.
- (e) 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. The My Broadband Usage web-page is updated approximately every 20 minutes.
- (f) If *you* are using the *service* for peer to peer applications, the speed will be limited to 64kbps.

6 SERVICE CHARGES

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

6.2 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.virginbroadband.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 9.2 of the *general terms*.
 - (d) If *you* have chosen the Broadband at Home option with a specified *minimum monthly spend* *you* will be charged that amount each month regardless of the actual usage of the *service* during that month.
 - (e) In addition to the fees and charges *you* incur in the normal use of the *service* (including a *minimum monthly spend*, where applicable), *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*.

6.3 Mobile Broadband *Premature evacuation fee*

For the Mobile Broadband *service*, 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*:

- (a) change *your pricing plan*; or
- (b) *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.virginbroadband.com.au and in the advertising material in which *your* package is advertised. *You* must pay this in addition to any charges incurred.

6.4 Can *you* change *your pricing plan*?

- (a) *You* may request to change *your pricing plan*:
 - (i) if *your* current *pricing plan* allows *you* to change, and
 - (ii) if *you* meet the eligibility criteria of the *pricing plan* to which *you* want to change to.
- (b) Under the terms of a *pricing plan* or *special*, there may be certain conditions relating to changing *your pricing plan*.

- (c) Changing *your pricing plan* does not affect the *minimum term* of *your agreement*.

6.5 How often will we bill you?

- (a) 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).
- (b) We will send *you* a monthly bill via e-mail for *your use of our service* and for any *services* used earlier if they haven't been paid by *you*.

6.6 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*.

6.7 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*).

6.8 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.

6.9 When must you pay your bill?

- (a) Subject to clause 9.2 of the *general terms*, *you* must pay the entire amount billed by the due date specified in the payment notification, bill or as otherwise notified by *us*, except for any disputed fees or charges for which *we* have suspended payment obligations.

6.10 What happens if you do not pay your bill by the due date?

- (a) If *you* do not pay *your bill* by the date the payment is due, *we* may:
 - (i) charge *you* a dishonour fee(s).
 - (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 *your service*, if, after trying to contact *you* for payment, payment is still outstanding;

- (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* legal costs, 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.
- (c) If *we* do not receive payment for outstanding amounts, *we* may *cancel the service*.

7 REQUIRED EQUIPMENT AND SOFTWARE

7.1 How do you access the service?

To access the *service* you need:

- (a) A laptop or personal computer conforming to the *minimum system requirements*;
- (b) With the Mobile Broadband option *you* need:
 - (i) a *USB modem*,
 - (ii) a *SIM card*, and
 - (iii) *our software* which will install onto *your* laptop or personal computer.
 - (iv) administrator access on the computer intended for use.
- (c) For the Broadband at Home option *you* need:
 - (i) a *home modem*
 - (ii) a *SIM card*.

7.2 Home modem and the SIM card

- (a) *We* own the *home modem* and the *SIM card* and they remain *our* property at all times.
- (b) *We* will request *you* to return the *home modem* and the *SIM card* if *we* issue *you* with a replacement *home modem* and *SIM card* or if *we* no longer supply the *service* to *you*. *We* will charge *you* a fee if *you* do not return the *home modem* and/or *SIM card* upon *our* request.

- (c) *You must not interfere with or impair the operation of the home modem or SIM card.*
- (d) *You must:*
 - (i) *keep the SIM card secure,*
 - (ii) *not remove the SIM card from the home modem or USB modem (unless instructed to do so by our personnel), and*
 - (iii) *only use the SIM card to access our service.*
- (e) *If you remove the SIM card and/or use it in another device, we may cancel the service without notice.*
- (f) *The home modem will not operate in the event of a mains power failure and you will not be able to use the service to make or receive calls, including, for example, to emergency services.*
- (g) *You agree to take reasonable care of the home modem and 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 they are damaged, lost or stolen.*

7.3 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 below).*

If your computer does not meet the minimum system requirements, you may not be able to use the service and Customer Service will not be able to provide any technical support.

7.4 Software

- (a) *We will provide the software for use with the Mobile Broadband 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. You agree that you will not make a claim against us in respect of the software or its performance.*
- (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.*

7.5 How does the *USB modem* or *home modem* choose a *network* to supply the *service*?

- (a) The *USB modem* and *software* (in the case of the Mobile Broadband option) or the *home modem* (in the case of the Broadband at Home option) automatically transfers between the *HSDPA network*, the *3G network* and the *GSM networks*, maintaining *your* connection during data transfers. They monitor *network* availability and connect to one of the three *network* types in the following order:
- (i) HSDPA network;
 - (ii) 3G network; and
 - (iii) 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, if you have chosen the Mobile Broadband option), the *USB modem* and *software* or *home modem* will determine if it is possible to select the another *network* according to the hierarchy above.
- (c) During handover between *networks* there may be a short period of time (up to 20 seconds) during which data does not transfer.

7.6 International Roaming using Mobile Broadband

International Roaming is not available with this *service*.

8 REGISTRATION

8.1 How do you connect to the *service*?

To connect to the *service* you need to load the *USB modem* and *software* (for the Mobile Broadband option) or plug in the *home modem* (for the Broadband at Home option) and follow the installation instructions. Once installed you may connect to the *service* at any time during the term of the *agreement* by launching the *software* from your laptop or personal computer in any location covered by the *HSDPA network*, *3G network* and *GSM network*.

9 WARRANTIES

- (a) In addition to any statutory warranty to which you may be entitled, we provide the *warranty period* to you at no extra cost with equipment we supply.
- (b) If you notify us of a fault with the *USB modem* or *home modem* we have supplied to you within the *warranty period*, we will, at our option, repair, replace, or provide credit for the faulty item at no cost to you.
- (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.

- (d) Outside any *warranty period*, the maintenance of the *USB modem* or *home modem* *we* have supplied to *you* is *your* responsibility. If *we* replace that equipment, *we* may charge *you* a fee including associated shipping, postage and handling.

10 WHAT HAPPENS IF YOU MOVE PREMISES?

10.1 If you move premises and the Broadband at Home service is available at your new premises:

- (a) If *you* are still within the *minimum term* of *your agreement* then *your agreement* will continue to apply at *your* new address for the remainder of the *minimum term*. *You* must notify *us* before *you* move premises.

10.2 If you move premises and the service is not available at your new premises:

If *you* move premises and the *service* is not available at *your* new address:

- (a) *we* will cancel the *service*;
- (b) *you* must return the *home modem* to *us*; and
- (c) if as a result, the *service* is cancelled before the end of the *minimum term*, *we* may charge *you*:
 - (i) a *cancellation fee*; and
 - (ii) in addition, *we* may charge *you* the amount set out in the *pricing tables* if *you* do not return the *home modem* to *us*.

10.3 Giving us notice of your new address

You must give *us* notice of *your* new address before *you* move and must let *us* know prior to *our home modem* being relocated to another address. If *you* do not give *us* notice, *we* may cancel *your service* without further notice. If the *service* is cancelled before the end of the *minimum term*, *we* may charge *you* a *cancellation fee*.

11 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 3(h) [move the home modem or remove SIM card], or

- (ii) clause 6.2(d) [keep SIM card secure, not remove and not use to access another service].
- (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 Mobile Broadband service is cancelled* within *your minimum term*, *you* must pay the *cancellation fee* as set out in the *pricing table* and/or any advertising material.
- (e) If *your Broadband at Home service is cancelled*:
 - (i) subject to clause 10.2, *you* will be charged the relevant *cancellation fee* as set out in the *pricing tables* if *your service* is cancelled within the *minimum term*, and
 - (ii) *you* will be charged the amount set out in the *pricing tables* if *you* do not return the *home modem* to *us*.

12 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.

13 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*.

14 BROADBAND AT HOME 30 DAY MONEY BACK GUARANTEE

- (a) If for any reason *you* change *your* mind about the Broadband at Home *service*, *you* can *cancel your service* without penalty at any time up to 30 days from the date *you* receive the *home modem*.
- (b) If *you* want to *cancel* please call Customer Service on 1300 555 100, or e-mail *us* at support@virginbroadband.com.au. *You* must provide *us* with the following information: *your* name, address and mobile number (if applicable); *your* home phone number; and (where possible) a brief explanation of why *you* have decided to *cancel your service*.
- (c) This money back guarantee can only be claimed once at *your premises*.
- (d) If *your* home *phone number* is *transferred* or in the process of *transferring* to *us*, *you* cannot claim this 30 day money back guarantee. *We* recommend that *you* *transfer your phone number* after 30 days.
- (e) In moving *your services* to Broadband at Home both *we* and *your* existing provider will make changes to *your* telephone *network* access. *We* cannot guarantee continuity of *your* existing telephone *service* if *you* *cancel* after *we* have started the *transfer* process.
- (f) *If you cancel under the 30 day money back guarantee, then:*
 - (i) *You* are responsible for arranging the provision of services by an alternative provider after *you* *cancel your service* with *us*. This will include where *you* decide to return to *your* previous provider. Except in the case of *our* negligence, *we* will not be liable to *you* for any *loss* of service or lack of continuity of service arising under clause 14(e) or this clause 14(f),
 - (ii) *You* must return all *equipment* supplied to *you* intact, in good condition and in the original packaging. *You* must call *us* to get a return authorisation number. *We* will then send *you* a satchel to return the equipment.
- (g) If *you* do not return the equipment to *us* within 30 days of *cancelling the service* *we* will charge *you* the full value of the equipment (as detailed in the *pricing table* at www.virginbroadband.com.au).

- (h) We will charge *you* the cost of repairing or replacing any *equipment* that is not returned to *us* or is returned to *us* damaged.
- (i) *You* must pay for:
- (i) any usage charges *you* incur up to the *cancellation date* which are not included in *your* included call component of *your pricing plan* (such as calls to mobiles not on the Virgin Mobile *network*, calls to special numbers and international calls), and
 - (ii) any support or installation services performed by a third party supplier for any services performed by them.
- (j) The 30 day money back guarantee set out in this clause 14 is in addition to any rights *you* may have under the statutory warranties (see clause 12.2(b) of the *general terms*).

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

ATTACHMENT 1**MINIMUM SYSTEM REQUIREMENTS****MOBILE BROADBAND AND BROADBAND AT HOME OPTIONS**

	Broadband At Home	Mobile Broadband
General requirements	<ul style="list-style-type: none"> • Ethernet port if connecting via Ethernet • Wireless networking device if connecting wirelessly 	<ul style="list-style-type: none"> • USB port (Type A) • 20Mb of free hard disk space
Mac OSX 10.x	<ul style="list-style-type: none"> • Macintosh computer with an Intel, PowerPC G3, G4 or G5 processor • 512MB of RAM 	
Windows XP*	<ul style="list-style-type: none"> • Pentium 300MHz processor or equivalent • 128MB of RAM 	
Windows Vista Home Basic*	<ul style="list-style-type: none"> • 1 GHz 32-bit (x86) or 64-bit (x64) processor • 512 MB of RAM 	
Windows Vista Home Premium/Ultimate*	<ul style="list-style-type: none"> • 1 GHz 32-bit (x86) or 64-bit (x64) processor • 1 GB of RAM 	

* 64-bit editions of Windows are not currently supported