

**VIRGIN MOBILE DIGITAL MOBILE SERVICE**  
**SERVICES DESCRIPTION (PRE-PAID AND POSTPAID OPTIONS)**

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## 1. ABOUT THIS SERVICE DESCRIPTION

- (a) This is the *service description* for the Virgin Mobile Digital Mobile Service.
- (b) The *agreement* is made up of:
  - (i) *your application*,
  - (ii) *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](http://www.virginmobile.com.au/sfoa.html)
- (d) Where you may be charged a fee or charge, then this fee or charge is set out in the *pricing tables*. Please check the *pricing tables* carefully to see what fees and charges apply to your use of the *service*.
- (e) The meaning of the words printed in italics like this is set out at the end of this *service description*, in the *general terms* or 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 or business 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* supplies the *service* to you.

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

### **2.3 Coverage**

- (a) The *service* is not available in all areas of Australia. *You* may obtain coverage maps showing where the *service* is available in Australia from *us* or from *our* website: [www.virginmobile.com.au](http://www.virginmobile.com.au). *You* are responsible for inquiring whether coverage is available in the area in which *you* would normally use the *service*.
- (b) In areas that the *service* is available, it is technically impracticable for *us* to guarantee that:
  - (i) the *service* is available in each place within an area where there is coverage,
  - (ii) ‘drop-outs’ will not occur during a *call*, and
  - (iii) there will be no congestion on the *Optus* 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](http://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*, *you* must not:
  - (i) make or receive *calls* or send or receive *content* on *our network* other than for *your* own personal or business use, as described in clause 2.1 above,

- (ii) wholesale any *service* (including transit, refile or aggregate domestic or international traffic) on the *Optus network*, or
- (iii) use the *service* (including any *SIM card*) in connection with a device that switches or reroutes *calls* to or from the *Optus network* or the *network* of any *supplier*,

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

- (b) If *you* breach paragraph (a) above, *we* may, in addition to and without limiting *our* other rights under the *agreement*, immediately suspend or *cancel the service*. *We* will notify *you* if *we* do this.
- (c) *We* may place a monthly credit limit on *your account* (at any time and in an amount *we* consider appropriate) or require payment by direct debit or standing order authority. *Your* use of *our service* above *your* credit limit is at *our* discretion and *we* will not be liable if *you* exceed the credit limit *we* have set from time to time.

## **2.5 Postpaid and Pre-paid options**

- (a) *You* can choose to use the *service* by using either:
  - (i) the postpaid option (in which case *you* can pay the charges in arrears); and/or
  - (ii) the pre-paid option (in which case *you* can pay the charges in advance).
- (b) *You* should check this *service description*, the *pricing tables* and *our* website for information about which services *you* can access using either the postpaid or pre-paid options.

## **3. POSTPAID OPTION**

### **3.1 Applying for the *service***

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

### **3.2 Monthly credit limit**

- (a) *We* may place a monthly credit limit on *your account* or require payment by direct debit or standing order authority.
- (b) *We* will generally advise *you* if *you* are approaching *your* credit limit via SMS when *you* reach 75% of *your* credit limit and another SMS when *you* reach 90% of *your* credit limit. *We* will also send a

SMS when *you* reach 100% of *your* credit limit to advise *you* that *your service* has been restricted.

- (c) *Your* use of the *service* above *your* credit limit is at *our* discretion and *we* will not be liable if *you* exceed the credit limit *we* have set from time to time.
- (d) *We* may not be able to include charges from third parties and *Globetrotting* charges when assessing *your* credit limit.

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

The cost of the *service* depends on:

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

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

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

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

- (a) If *you* have chosen a postpaid option with a specified *minimum monthly spend*:

- (i) *you* will be charged that amount each month regardless of the actual usage of the *service* during that month.
- (ii) Unused portions of the included *call* credit component of *your minimum monthly spend* cannot be spent in subsequent months.
- (iii) Monthly included *calls/text/photos* will appear on *your* bill
- (iv) Some charges including the following do not count towards *your* included value:
  - (A) *Globetrotting*;
  - (B) any insurance charges;
  - (C) any *equipment charges*;
  - (D) *minimum monthly spend*; and
  - (E) *calls* to special numbers, texts or photos to special numbers, premium rate services and *Virgin Vibe content*, unless specified otherwise. The *pricing plan* table includes full details of what is included and excluded in *your pricing plan*.
- (b) 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* an administration fee and other similar charges. These costs may include suspension fees or *cancellation fees*, late payment fees, bill reprint fees, barring fees, payment dishonour fees and reconnection or reactivation fees. These charges are set out in the *standard pricing table for your service*.
- (c) *We* may also ask *you* to make a pre-payment usage charge or request that *you* make an interim good-faith payment (including, for example, if there has been an *unusually high use* of the *service* or if *you* want to activate *roaming*). *We* will only do so if *we* have reasonable concerns about *your* credit worthiness or have reasonable grounds for believing that *we* may not be paid for the *service*.

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

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

### 3.7 Can you change your pricing plan?

- (a) You may change *pricing plan*:
  - (i) if *your current pricing plan* allows you to change, and
  - (ii) if you meet the eligibility criteria of the *pricing plan* to which you are wanting to change (for example, if you are changing from a *pricing plan* with lower charges to a *pricing plan* where there are higher charges that you meet the credit requirements of the *pricing plan* with higher charges).
- (b) Under the terms of *your pricing plan* there may be conditions attached to changing *your pricing plan*. Please refer to the *pricing tables* for details of *your pricing plan*.
- (c) From time to time we may offer you an option to upgrade your equipment. We may refuse *your application* to upgrade if you have not completed *your initial fixed-length agreement* or we may require you to pay the sum of any outstanding upfront costs or instalments for *your existing equipment*.

### 3.8 Equipment charges

You must pay any *equipment charges* (such as the cost of *your mobile phone*) in addition to the fees and charges for use of the *service*. See clause 8.1 below and Appendix C for details of *your phone instalment plan*.

### 3.9 Variable charges

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

### 3.10 How often will we bill you?

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

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

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

### 3.12 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*).

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

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

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

- (a) Subject to clause 10.2 of the *general terms*, *you* must pay the entire amount billed by the due date specified in the payment notification, bill or as otherwise notified by *us*, except for any disputed fees or charges for which *we* have suspended payment obligations.
- (b) In some circumstances (see clause 3.5 (c) above) *we* can also ask *you* to pay *us* a reasonable amount before *you* receive any monthly bill or during connection to *our service* by a due date specified by *us*. These amounts will be credited to *your account*.

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

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

- (a) charge *you* a late fee and/or a dishonour fee,
- (b) if *you* have agreed to pay by direct debit, debit *your* bank account with the overdue amount unless *we* have received notice from *you* disputing *your* bill. If a direct debit fails or is rejected, *we* reserve the right to pass on to *you* any charges *we* may incur,
- (c) stop *you* using some or all of *our service* (including restricting outgoing and incoming *calls*, texts, photos),

- (d) bar, suspend or *cancel the service*, in accordance with clause 12.1 of the *general terms* or 11.3 of the *general terms* as relevant or in accordance with this *service description*. If we bar, suspend or *cancel the service*, we may charge you a barring fee, suspension fee, *cancellation fee* and/or reconnection or reactivation fee. Reconnection or reactivation of the *service* is subject to payment of the reconnection or reactivation fee,
- (e) engage a mercantile agent to recover the money *you owe us*. If we engage a mercantile agent, *we* may charge *you* a recovery fee,
- (f) notify credit reporting agencies as to *your* credit worthiness, credit standing and credit capacity;
- (g) institute legal proceedings against *you* to recover the money *you owe us*. If we institute legal proceedings, *we* may seek to recover *our* legal costs, and
- (h) on-sell any unpaid amounts to a third party. If *we* do this, any outstanding amounts will be payable to that third party.

### **3.16 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*.

### **3.17 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 3.17, *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.

## 4. PRE-PAID OPTION

### 4.1 Connecting to the *service*

- (a) To connect to the *service*, you need to register your *pre-paid account* and provide proof of identity as required by law.
- (b) You may only activate two (2) *pre-paid services* in your name.

### 4.2 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*),
- (c) the service features or *rate plan* you have selected, and
- (d) any changes you make to your *recharge credit*, the *value added service features* you use or acquire and if you accept the terms of a *special*.

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

- (a) You must pay:
  - (i) the fees and charges for the *service*, which are set out in the *standard pricing table*, 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 (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*.

#### **4.4 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](http://www.virginmobile.com.au)> my account>mobile management

#### **4.5 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 rate 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 not be charged those rates until *you* have used all the credit on *your current pre-paid voucher*.

#### **4.6 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*.

#### **4.7 Call credit validity period or expiry period**

- (a) *You* should check the 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 of first use.
- (b) *Pre-paid vouchers* have specified expiry periods. The expiry period for each *pre-paid voucher* will commence on the date *you* start using that *pre-paid voucher* (including making a *call*, *SMS*, using voicemail or browsing data, even where *you* are not charged for these services). If *you* have topped-up multiple *pre-paid vouchers*, each *pre-paid voucher* will activate once the previous *pre-paid voucher* has been fully used and the period until expiry will commence on the date *you* first start using that *pre-paid voucher*.

- (c) If *you* do not top-up at least the *minimum credit* in accordance with paragraph (b) above, the remaining balance on *your pre-paid account* will be forfeited at the end of the *expiry period* and *your service* will be set at a zero credit balance.
- (d) If *you* do not use all the *pre-paid voucher* credit prior to the expiry period of that *pre-paid voucher* credit, *you* will forfeit any remaining credit from that *pre-paid voucher*. If *you* have multiple *pre-paid vouchers*, any unused *pre-paid vouchers* will not be forfeited, and the expiry period for that *pre-paid voucher* will not commence until *you* start to use that *pre-paid voucher* (including making a *call*, SMS, using voicemail or browsing data, even where *you* are not charged for these services).
- (e) *You* cannot claim a refund or credit for any forfeited *pre-paid voucher credits*.
- (f) *We* are under no obligation to notify *you* that the *pre-paid voucher* credits are about to be or have been forfeited.
- (g) 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*.

#### **4.8 The *additional period***

- (a) Unless otherwise specified, *your* starter kit initial credit has an expiry of 30 days from the date of first use of *your service* (including making a *call*, SMS, using voicemail, or browsing data, even where *you* are not charged for these services).
- (b) If the balance of *your SIM card* is zero because:
  - (i) *your* credits were forfeited pursuant to 4.7 (c) above, or
  - (ii) 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*”).
- (c) If *you* do not top-up at least the *minimum credit* in accordance with paragraph (b) above, *we* can *cancel the service* without notice. If *you* top-up at least the *minimum credit* before the expiry of 180 days, the *service* will be fully restored.
- (d) *You* can receive *calls* and SMS during the *additional period*.

#### 4.9 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, to 1300555100 to call Customer Service, 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 for which the credits on your pre-paid service are insufficient to meet the minimum credit for calls, SMS or other services of that type.*
- (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.*

#### 4.10 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](http://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](http://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](http://www.virginmobile.com.au).

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

- (a) Subject to paragraph (c) below, *pre-paid 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 6.3 and 6.4 below.
- (c) If *we* cancel the *service* for convenience, *we* will:
  - (i) refund any unexpired *pre-paid credits*, 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 4.12(a)(ii) below, any credits remaining on *cancellation of the service* are forfeited.

#### **4.12 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 4.8(b) 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.

#### **4.13 Network locking**

- (a) If *your mobile phone* has been obtained from *us*, it may have been programmed to only work on *our network*. This is known as *network locking*.
- (b) To disable *network locking* on *your mobile phone* you must contact *us* on 1300 555 100 to obtain a code to unlock *your mobile phone*.
- (c) Before *we* provide *you* with the code to unlock *your mobile phone* you may have to pay a *network locking removal fee* (see 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 4; or
  - (iii) *you* have already *ported* and *we* have invoiced *you* for the *network locking removal fee* but *you* have not paid that amount.

## 5. **SIM CARD**

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

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

### 5.2 **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 *Virgin Mobile SIM card* upon our request.
- (c) You must not interfere with or impair the operation of the *SIM card*.

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

### 5.4 **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.

## **6. PHONE NUMBERS**

### **6.1 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 allocate you a *phone number*.

### **6.2 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").

### **6.3 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.

### **6.4 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.

### **6.5 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 7 below).
- (b) If you stop obtaining the *service* and do not *port* the *phone number*, we may re-allocate the *phone number* to another customer in accordance with the *numbering regulations*.

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

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

- (a) any variation, withdrawal, suspension or re-assignment of the *phone number* under clause 6.3 above, or
- (b) *you* ceasing to have the right to use the *phone number* under clause 6.5(a) above.

## 7. MOBILE NUMBER PORTABILITY

### 7.1 *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.*

## **7.2 Porting from us**

- (a) *You can port a phone number you have obtained from us for use with the service to another carrier or carriage service provider.*
- (b) *We may charge you a fee to port the phone number to another carrier or carriage service provider.*
- (c) *You must not cancel the service before you port the phone number. The carrier or carriage service provider to which you have ported the phone number will inform us that you have ported the phone number and we will cancel the service.*
- (d) *You can only port the phone number, you cannot port any value added services.*
- (e) *You may only port a phone number for which you are the authorised customer.*
- (f) *If you port your phone number to another carrier or carriage service provider, any included call credits you have on your account will be lost, and you must pay us:*
  - (i) *all charges outstanding on your account,*
  - (ii) *any remaining instalments you owe on your mobile phone or any remaining monthly payments where the cost of your mobile phone is included in the monthly cost of your package; plus*
  - (iii) *a cancellation fee where you port your number within the first 6 months of activation.*
- (g) *We will generally bill you for the charges in 7.2 (f) above in the next billing period, but we may issue you with subsequent invoices in relation to unbilled fees and charges for up to 190 days from the date you incurred the charge.*

## **8. YOUR MOBILE PHONE**

### **8.1 Provision of the mobile phone**

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

## 8.2 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.

## 8.3 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*.

## 8.4 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.

## 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 suspended (in which case clause 12 below applies), 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***

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

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

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

## 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 *Barring of calls to 190 numbers*

- (a) If *you* have chosen the postpaid option, *calls* to 190 numbers are automatically barred. *You* can request access to 190 numbers by contacting Customer Service.
- (b) If *you* have chosen the pre-paid option, *you* will be able to access certain 190 numbers.

### 11.3 *Access restrictions – pre-paid option*

- (a) If *you* have selected the pre-paid option, *you* may not be able to use the *service*:
  - (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.

#### 11.4 **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.

### 12. **TEMPORARY SUSPENSION OF THE SERVICE BY YOU**

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

If you have selected the postpaid option, at *our* discretion we may temporarily suspend the *service* at *your* request.

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

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

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

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

#### 12.4 **For how long can we temporarily suspend the *service*?**

The maximum length of time the *service* can be temporarily suspended is three months in any 24 month period.

### 13. **BARRING AS AN ALTERNATIVE TO SUSPENSION**

- (a) *We* may choose to bar outgoing and incoming *calls* and/or *content* on *your mobile phone*, instead of suspending the *service*.
- (b) If *we* bar outgoing and incoming *calls* and/or *content* on *your mobile phone*, *we* may later suspend or *cancel* the *service* for the same or a different reason.
- (c) Unless incoming *calls* have been barred, *you* may still receive incoming *calls* when the *service* is barred, but *you* cannot make any outgoing *calls*, except to emergency services.

### 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 *your* use of their services accessed via the *service*.

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

Details of Value Added Services available with the *service* are set out in Appendix A

**16. CONTACTING US**

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