



- [General](#)
- [Telecommunications Services](#)
- [Service Options](#)
  - [Ongoing Service Options](#)
    - [Ongoing Pay As You Go Offers](#)
    - [Account Status for Pay As You Go Offers \(Other Than the \\$6.99 Talk Plan\)](#)
    - [Account Status for the \\$6.99 Talk Plan](#)
    - [Ongoing Monthly Plans](#)
    - [Account Status for Ongoing Monthly Plans](#)
  - [Expired Service Options](#)
    - [Expired Pay As You Go Offers](#)
    - [Account Status for Expired Pay As You Go Offers](#)
    - [Expired Monthly Plans](#)
    - [Account Status for Expired Monthly Plans \(Other Than Month2Month\)](#)
    - [Account Status for Month2Month](#)
  - [Service Preserver Program](#)
- [Payment Methods](#)
  - [Top-Up](#)
  - [Auto Top-Up](#)
  - [Instant Top-Up](#)
  - [Payment Methods for Service Options with Monthly Service Charges](#)
- [Taxes and Surcharges](#)
- [Switching among Virgin Mobile Service Options](#)
- [VirginXL and VirginXtras](#)
  - [Data Browsing](#)
  - [Mobile Services and Content](#)
- [Messaging](#)
  - [Rates](#)
  - [Messaging Packs](#)
  - [Preventing Spam](#)
  - [Blocking Messages](#)
  - [Unsolicited Messages](#)
- [Additional Charges](#)
- [Disputed Charges](#)
- [Account Suspension Related to Credit Card Chargebacks](#)
- [Refunds and Returns](#)
  - [Refunds of Top-Up Cards and Account Balances](#)
  - [Returning Your Virgin Mobile Phone](#)
- [Lost or Stolen Equipment](#)
- [Phone Number](#)
- [Keeping Your Old Phone Number](#)
- [Acceptable Use of Virgin Mobile Products and Services](#)
  - [Content Objectionable or Offensive to Third Parties](#)
  - [Unlawful Content](#)
  - [Soliciting Information](#)
  - [Infringing Content](#)

## More About Virgin Mobile

[The Virgin Mobile story](#)

[The Virgin Group](#)

[Media center](#)

[Contact us](#)

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[Legal info](#)

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- [Harmful Content](#)
- [Removal of Objectionable Content](#)
- [Suspension or Termination of Service](#)
- [Disclosure of Content](#)
- [Storage of Content](#)
- [Location-Based Services](#)
- [Other Programs and Services](#)
  - [Virgin Mobile Website](#)
  - [Virgin Mobile Stash](#)
  - [Virgin Mobile Sugar Mama](#)
  - [The RE\\*Generation Pro-Social Program](#)
- [TTY Access](#)
- [Pay-Per-Call Services](#)
- [Limitation of Liability](#)
- [Indemnification](#)
- [Warranties](#)
- [Safety and Security](#)
- [Notices](#)
- [Use of Your Customer Information](#)
- [Effect of Terms of Service](#)
- [Export](#)
- [Trademarks and Licenses](#)

## General

Virgin Mobile USA, L.P.'s Terms of Service apply to the phones we sell and services we offer to our customers. By purchasing, activating or using a Virgin Mobile phone, you agree to these Terms of Service. If you do not agree to these Terms of Service, please contact **Virgin Mobile At Your Service** immediately at 1-888-322-1122.

Our service is provided at our discretion. We can modify or cancel it or take corrective action at any time without prior notice and for any reason, including, but not limited to, your violation of any of these Terms of Service. We might change our Terms of Service, including pricing, from time to time. Check the Virgin Mobile website, [www.virginmobileusa.com](http://www.virginmobileusa.com), for the most recent pricing and Terms of Service. By purchasing a Virgin Mobile phone or using our service, you agree to be bound by the most recent version of our Terms of Service.

You agree not to use Virgin Mobile services in any way that is illegal, fraudulent or abusive, as determined by Virgin Mobile in its sole discretion. You may not alter any of the hardware or software on your Virgin Mobile phone. Virgin Mobile phones may not be purchased in bulk and sold to third parties.

The Virgin Mobile service is for personal use only. You may not use our service in a manner that interferes with another Virgin Mobile customer's use of our service. We have determined that our ability to provide good service may be impaired when customers place abnormally high numbers of calls, send or receive unusually high numbers of messages, or repeatedly place calls of unusually long duration, relative to typical usage by other Virgin Mobile customers on similar service plans. Such atypical usage suggests that a mobile phone is being used for other than personal use in violation of these Terms of Service.

The Starter Pack, which may include bonus minutes, messages, and/or Virgin XL (WAP) deck access, is offered to new customers only. You will not receive a Starter Pack if you are switching handsets for a previously established Virgin Mobile account.

Unlimited voice services are provided solely for live dialog between two individuals. Unlimited voice services may not be used for monitoring services, data transmissions, or other connections that do not consist of uninterrupted live dialog between two individuals.

## Telecommunications Services

Telecommunications services are provided by Virgin Mobile USA, L.P., using the nationwide Sprint PCS network exclusively with Virgin Mobile phones purchased from Virgin Mobile or an authorized retailer. You cannot use our service with any other phone or device or on any other network. Airtime may be used for domestic and international calling from the United States and for related services as contemplated by these terms. Virgin Mobile phones and phone numbers may not be used for pager or voicemail-only service, and Virgin Mobile may terminate any account if usage is limited to pager service or voicemail retrieval service.

Service is only available in geographic areas covered by the digital service network footprint of our service partners, Sprint and its affiliates. Local phone numbers may not be available in certain Sprint and affiliate markets.

Quality of service may be affected by conditions beyond our control, including atmospheric, geographic, or topographic conditions, or by you damaging your phone. We do not warrant or guarantee that service will be available at any specific time or geographic location, or that service will be provided without interruption. We may give credit for continuous service interruption of more than 24 hours on a case-by-case basis, if such interruption was reasonably within our control, and if you notify **Virgin Mobile At Your Service** at 1-888-322-1122 within seven days of the interruption.

Rates that vary based on the time of a call will be determined based on the location of the network equipment providing service for a particular call and not the location of your phone or your phone's area code. Airtime usage is measured from the time the network begins to process the call (before the phone rings or the call is answered) through the network's termination of the call (after you hang up). Therefore, call time data displayed on your phone may be inaccurate and may not be relied upon for billing purposes.

## Service Options

Virgin Mobile provides you with the option to pay by the minute or pay by the month for your service. You may choose among several ongoing service options described below. Several other service options have expired and are not available to new subscribers or to customers wishing to change their service plans. Customers currently on expired service plans may continue to use them.

### Ongoing Service Options

#### Ongoing Pay As You Go Offers

Virgin Mobile offers several service options that allow you to pay by the minute for your service.

- 20¢ per Minute Pay As You Go Basic Rate  
Pay 20¢ for each minute you use.
- Pay As You Go Plan with Roll Forward  
20¢ per Minute Pay As You Go Basic Rate customers may purchase Minute Packs for discounted minutes at the following prices and sizes:
  - \$20 for 200 anytime minutes.
  - \$30 for 400 anytime minutes.
  - \$50 for 1,000 anytime minutes.

Each minute that you use will be deducted from the available minutes in your Minute Pack. If you use all the available minutes in your Minute Pack, each additional minute costs 20¢. Minute Packs, including any unused Minute Pack minutes, expire 30 days from the date the Minute Pack was activated on your account unless, during the same 30-day period, you purchase another Minute Pack. If you purchase an additional Minute Pack within 30 days from your last Minute Pack purchase, you may roll forward all current unused minutes from your previous Minute Pack purchases for an additional 30 days. At no point may you roll forward more than 5,000 unused Minute Pack minutes.

- \$6.99 Talk Plan 10¢ Minutes for \$6.99 per Month  
Pay a monthly charge of \$6.99 plus taxes and surcharges plus 10¢

for each minute you use. All minutes, including night and weekend minutes, cost 10¢ each. \$6.99 Talk Plan customers are not eligible to purchase Minute Packs.

#### **Account Status for Pay As You Go Offers (Other Than the \$6.99 Talk Plan)**

If you are enrolled in a Pay As You Go offer (other than the \$6.99 Talk Plan) your account will remain active (the "Active Period") for 90 days after you Top-Up at least \$20 (or \$15 if you select the \$15 Auto Top-Up option), or 45 days after you Top-Up at least \$10 (consecutive \$10 Top-Ups within a 45 day period may extend the Active Period up to a maximum of 90 days). During the Active Period, you may make calls and use VirginXL or VirginXtras if you have a positive account balance sufficient to pay for the services. If you do not Top-Up again during the 45-day or 90-day Active Period, your Pay As You Go account will become inactive on the day following the expiration of the Active Period. If your account is inactive, you may not make or receive calls (other than 911 emergency calls), send or receive text messages, download ringtones, or use any other services—even if you have money in your account. If you are on our 20¢ Per Minute Pay As You Go Basic Rate offer and you purchase a Minute Pack with less than 30 days remaining in your Active Period, your account will not become inactive until the day following the expiration of the Minute Pack .

During the 60 days following the expiration of the Active Period (the "Inactive Period") you may Top-Up your account to make it active again. All of the airtime in your account will be renewed for another 90 days if you Top-Up at least \$20 (or \$15 if you select the \$15 Auto Top-Up option) or 45 days if you Top-Up at least \$10, and you will be allowed to keep your phone number.

However, if you do not Top-Up during the 60-day Inactive Period, your Pay As You Go account will expire and we will deactivate your service. You will lose your phone number and Virgin Mobile will assess you a termination charge equal to the value of the balance in your account. If your account expires and is deactivated, you must follow the activation process again in order to obtain service. You may visit our website ([www.virginmobileusa.com](http://www.virginmobileusa.com)) or contact **Virgin Mobile At Your Service** at 1-888-322-1122 to reactivate your account using a Top-Up card or a debit/credit card. Although you may reactivate your account, you will not be able to reclaim the cash balance or any minutes/messages that remained in your account or the phone number assigned to your account before it expired.

#### **Account Status for the \$6.99 Talk Plan**

If you use the \$6.99 Talk Plan and do not pay the \$6.99 monthly recurring charge plus taxes and surcharges for 10¢ per-minute pricing, your account will become inactive, which means you cannot make or receive calls, send or receive text messages, download ringtones, or use any other services—even if you have money in your account. When you next pay or have a sufficient balance in your account to pay the \$6.99 monthly charge plus taxes and surcharges, you will be charged that amount and will then pay 10¢ for each minute you use.

Your account will expire after the later of (1) 60 days after failure to pay your monthly recurring charge, (2) 150 days from the last Top-Up of \$15 or more, or (3) 105 days from the last Top-Up of \$10.

When your account expires, you will lose your phone number, and Virgin Mobile will assess you a termination charge equal to the value of any balance left in your account. Just go to our website ([www.virginmobileusa.com](http://www.virginmobileusa.com)) or contact **Virgin Mobile At Your Service** at 1-888-322-1122 to reactivate your account using a Top-Up card or a debit/credit card. Although you may reactivate your account, you will not be able to reclaim the cash balance or any minutes/messages that remained in your account or the phone

number assigned to your account before it expired.

### Ongoing Monthly Plans

Virgin Mobile offers several service options that allow you to pay by the month for your service. Just pick the monthly service offer that fits your lifestyle and you will receive the corresponding number of monthly anytime and night and weekend minutes. Offers include:

- \$24.99 per month plus taxes and surcharges for 200 anytime and 500 night and weekend minutes.
- \$34.99 per month plus taxes and surcharges for 300 anytime and 1,000 night and weekend minutes.
- \$49.99 per month plus taxes and surcharges for 400 anytime and unlimited night and weekend minutes.
- \$59.99 per month plus taxes and surcharges for 600 anytime minutes, unlimited night and weekend minutes, and unlimited anytime Mobile to Mobile minutes for calls to or from any other Virgin Mobile USA phone number.
- \$79.99 per month plus taxes and surcharges for unlimited anytime minutes.

Upon payment of the monthly charge for any of the monthly plans above, you will receive the number of minutes associated with that plan. Unused minutes expire at the end of your monthly period and may not be used in subsequent months. If you use all of the anytime minutes associated with your plan before a new monthly billing cycle starts, you will be charged 20¢ for each additional anytime minute you use provided that you have a sufficient balance in your account unless you pay a new monthly charge and restart your plan. Restarting your plan mid-month will reset your due date along with the anytime and night and weekend minutes to the plan level described above.

Night minutes must be used between 7:00 p.m. and 7:00 a.m. Monday-Friday, and weekend minutes must be used between 7:00 p.m. Friday and 7:00 a.m. Monday.

If you have used all of your night and weekend minutes and make a call during the night or weekend calling periods, we will deduct any bonus minutes you may have received before we deduct anytime minutes. VirginXL and VirginXtras charges are deducted from the cash balance in your account. Services that have both cash and minutes-denominated components, such as international long distance or 411 directory assistance, will be deducted from the cash balance in your account as well as from anytime or night and weekend minutes.

If you have registered a credit card, debit card, or PayPal account (a "registered payment method") and authorized its use for automatic monthly payments, we will charge your registered payment method when your monthly plan charge is due. If your credit card company declines your monthly charge, we may retry the charge on your registered credit or debit card on the second, sixth and fourteenth day after the charge is declined unless (1) you have a sufficient cash balance in your account at that time to pay the charge or (2) you have paid the charge in full before the day on which we next retry the charge.

If you do not have a registered payment method or have not authorized the use of your registered payment method for automatic payments of your monthly plan charge, we will deduct the monthly plan charge from your cash balance.

### Account Status for Ongoing Monthly Plans

If you fail to pay your first monthly charge by midnight on the day you activate your service on an Ongoing Monthly Plan, Virgin Mobile will immediately transfer you to the 20¢ per Minute Pay As You Go Basic

Rate offer. If you have established service on an Ongoing Monthly Plan and do not pay your monthly charge, you will be charged 20¢ for each minute you use provided that you have a sufficient balance in your account. If your account balance is insufficient, your account will become inactive, which means you cannot make or receive calls, send or receive text messages, download ringtones, or use any other services. When you next pay with your registered credit, debit or PayPal account, or have a sufficient balance in your account to pay the monthly charge associated with the monthly plan you selected, you will be charged that amount and will receive the number of minutes associated with that plan. If, within 120 days after failing to pay a monthly charge, you Top-Up your account in an amount that is insufficient to pay that monthly charge, then 30 days from your last Top-Up or at the end of that 120-day period, whichever occurs first, Virgin Mobile will transfer you to the 20¢ per Minute Pay As You Go Basic Rate offer. If you do not make a credit, debit, or PayPal payment or Top-Up within 120 days after you fail to pay your monthly charge, your account will expire and we will deactivate your service. You will lose your phone number, and Virgin Mobile will assess you a termination charge equal to the value of any balance left in your account. If your account expires and is deactivated, you must follow the activation process again in order to obtain service. Just go to our website ([www.virginmobileusa.com](http://www.virginmobileusa.com)) or contact **Virgin Mobile At Your Service** at 1-888-322-1122 to reactivate your account using a Top-Up card or a debit/credit card. Although you may reactivate your account, you will not be able to reclaim the cash balance or any minutes/messages that remained in your account or the phone number assigned to your account before it expired.

### Expired Service Options

The plans described below are no longer available to new customers or to customers wishing to change service options. If you are an existing customer using one of these service options, you may continue to use your current plan until your account expires or until you switch to one of our other service options. After that, you will not be able to switch back to these offers:

#### Expired Pay As You Go Offers

- 18¢ Talk  
Pay 18¢ for each minute you use.
- 20¢/10¢ Talk  
Pay 10¢ per minute for Mobile to Mobile calls to or from any other Virgin Mobile USA phone number and 20¢ per minute for all other domestic calls.
- Minute2Minute  
Pay 25¢ per minute for the first 10 minutes of usage each day and 10¢ per minute for the remainder of the day.
- Day2Day  
Pay 35¢ every day plus 10¢ per minute all of the time. To ensure that each minute you talk costs only 10¢, the 35¢ charge is deducted from your account each day.

#### Account Status for Expired Pay As You Go Offers

If you are enrolled in an Expired Pay As You Go offer your account will remain active for 90 days after you Top-Up at least \$20 (or \$15 if you select the \$15 Auto Top-Up option), or 45 days (up to a maximum of 90 days) after you Top-Up at least \$10 (the "Active Period"). During the Active Period, you may make calls and use VirginXL or VirginXtras if you have a positive account balance sufficient to pay for the services. If you do not Top-Up again during the 45-day or 90-day Active Period, your Pay As You Go account will become inactive on the day following the expiration of the Active Period. If your account is inactive, you may not make or receive calls (other than 911 emergency calls), send or receive text messages, download ringtones, or use any other services—even if you have money in your account.

During the 60 days following the expiration of the Active Period (the "Inactive Period") you may Top-Up your account to make it active



again. All of the airtime in your account will be renewed for another 90 days if you Top-Up at least \$20 (or \$15 if you select the \$15 Auto Top-Up option) or 45 days if you Top-Up at least \$10, and you will be allowed to keep your phone number.

However, if you do not Top-Up during the 60-day Inactive Period, your Pay As You Go account will expire and we will deactivate your service. You will lose your phone number and Virgin Mobile will assess you a termination charge equal to the value of the balance in your account. If your account expires and is deactivated, you must follow the activation process again in order to obtain service. Just go to our website ([www.virginmobileusa.com](http://www.virginmobileusa.com)) or contact **Virgin Mobile At Your Service** at 1-888-322-1122 to reactivate your account using a Top-Up card or a debit/credit card. Although you may reactivate your account, you will not be able to reclaim the cash balance or any minutes/messages that remained in your account or the phone number assigned to your account before it expired.

### Expired Monthly Plans

#### Expired Monthly Plans (Other Than Month2Month)

- \$14.99 per month plus taxes and surcharges for 100 anytime minutes (there are no night and weekend minutes with this option).
- \$24.99 per month plus taxes and surcharges for 200 anytime minutes (there are no night and weekend minutes with this option).
- \$34.99 per month plus taxes and surcharges for 300 anytime and 1,000 night and weekend minutes.
- \$44.99 per month plus taxes and surcharges for 400 anytime and 2,000 night and weekend minutes.
- \$59.99 per month plus taxes and surcharges for 600 anytime and unlimited night and weekend minutes.
- \$99.99 per month plus taxes and surcharges for 1,000 anytime minutes, unlimited night and weekend minutes, and unlimited anytime Mobile to Mobile minutes for calls between Virgin Mobile USA phone numbers.

Upon payment of the monthly charge for any of the foregoing monthly plans, you will receive the number of minutes associated with that plan. Unused minutes expire at the end of your monthly period, and you may not use them in subsequent months. If you use all of the anytime minutes associated with your plan before a new monthly billing cycle begins, you will be charged 25¢ for each additional anytime minute you use provided that you have a sufficient balance in your account. If you activated service prior to October 24, 2007, were on a monthly plan as of that date, and remained on the same monthly plan thereafter, you will continue to be charged for additional anytime minutes as you have been charged prior to October 24, 2007; but if between October 24, 2007 and February 27, 2008 you switched to another Expired Monthly plan, you will be charged as described above.

Night minutes must be used between 7:00 p.m. and 7:00 a.m. Monday-Friday, and weekend minutes must be used between 7:00 p.m. Friday and 7:00 a.m. Monday.

If you have used all of your night and weekend minutes and make a call during the night or weekend periods, we will deduct any bonus minutes you may have received before deducting anytime minutes. VirginXL and VirginXtras charges are deducted from the cash balance in your account. Services that have both cash and minutes-denominated components, such as international long distance or 411 directory assistance, will be deducted from the cash balance in your account as well as from anytime or night and weekend minutes.

You may register a credit card, debit card or PayPal account to participate in monthly service options described above. You may also use Top-Up to add to your cash balance and to pay recurring monthly service charges. We will deduct the monthly service charges (including monthly charges for VirginXL or VirginXtras) from your cash balance only if you have sufficient funds to pay the entire

monthly charge. If there are insufficient funds in your account and you have registered a credit card, debit card, checking or PayPal account, we will charge your registered payment method for the monthly service charge.

If your credit card company declines your monthly service charge, we may retry the charge on your registered payment method on the second, sixth and fourteenth day after the charge is declined unless (1) you have a sufficient cash balance in your account at that time to pay the charge or (2) you have paid the charge in full before the day on which we next retry the charge.

### **Month2Month**

The Month2Month plan automatically adjusts to four levels of minutes based on your usage each month:

- Level 1: \$29.99 per month plus taxes and surcharges for 150 anytime and 150 night and weekend minutes.
- Level 2: An additional \$10 plus taxes and surcharges for 100 additional anytime minutes and 850 night and weekend minutes.
- Level 3: An additional \$10 plus taxes and surcharges for 100 more anytime minutes and unlimited night and weekend minutes.
- Level 4: An additional \$10 plus taxes and surcharges for 50 anytime minutes. Level 4 repeats as necessary based on usage.

You start each month at Level 1. Virgin Mobile will notify you when you have 15 anytime minutes left at your current level. You will be upgraded to the next level and charged an additional \$10 plus taxes and surcharges when approximately 10 anytime minutes remain in any level. You move to the next level when you use all of the anytime minutes at the preceding level. If a new monthly billing cycle starts before you use the 50th minute in Levels 2, 3 or 4, you will receive a credit to your account at a rate of 20¢ for each unused minute in that level up to 50 minutes.

Night and weekend minutes roll forward to the next level for that month. If you run out of night and weekend minutes in any level, we will deduct any bonus minutes you may have received before deducting anytime minutes. VirginXL and VirginXtras charges are deducted from the cash balance in your account. Services that have both cash and minutes-denominated components, such as international long distance or 411 directory assistance, are debited from the cash balance in your account and use anytime or night and weekend minutes as well.

For the Month2Month service option, anytime minutes must be used between 7:00 a.m. and 9:00 p.m. Monday-Friday. Night minutes must be used between 9:00 p.m. and 7:00 a.m. Monday-Thursday. Weekend minutes must be used between 9:00 p.m. Friday and 7:00 a.m. Monday.

To participate in Month2Month, you must have registered a credit card, debit card, checking or PayPal account. If your credit card company or bank declines your monthly charge, we may retry the charge on your registered payment method on the fourth day after the charge is declined unless (1) you have a sufficient cash balance in your account at that time to pay the charge or (2) you have paid the charge in full before the day on which we next retry the charge.

### **Account Status for Expired Monthly Plans (Other Than Month2Month)**

If you do not pay your monthly service charge associated with an Expired Monthly Plan (other than Month2Month), you will be charged 18¢ for each minute you use provided that you have a sufficient balance in your account. If your account balance is insufficient, your account will become inactive, which means you cannot make or receive calls, send or receive text messages, download ringtones, or



use any other services. When you next pay or have a sufficient balance in your account to pay the monthly charge associated with the monthly plan you selected, you will be charged that amount and will receive the number of minutes associated with that plan. If, within 120 days after failing to pay your monthly charge, you Top-Up your account in an amount that is insufficient to pay that monthly charge, then 30 days from your last Top-Up or at the end of that 120-day period, whichever occurs first, Virgin Mobile will transfer you to the 18¢ Talk Plan. If you do not Top-Up or make a payment within 120 days after failing to pay a monthly recurring charge, your account will expire and we will deactivate your service. You will lose your phone number, and Virgin Mobile will assess you a termination charge equal to the value of any balance left in your account. If your account expires and is deactivated, you must follow the activation process again in order to obtain service. Just go to our website ([www.virginmobileusa.com](http://www.virginmobileusa.com)) or contact **Virgin Mobile At Your Service** at 1-888-322-1122 to reactivate your account using a Top-Up card or a debit/credit card. Although you may reactivate your account, you will not be able to reclaim the cash balance or any minutes/messages that remained in your account or the phone number assigned to your account before it expired.

### Account Status for Month2Month

If you do not pay your monthly service charge associated with the Month2Month plan, your account will become inactive, which means you cannot make or receive calls, send or receive text messages, download ringtones, or use any other services. When you next pay or have a sufficient balance in your account to pay the monthly charge associated with the monthly plan you selected, you will be charged that amount and will receive the number of minutes associated with that plan. If 120 days elapse after you fail to pay a monthly recurring charge, your account will expire and we will deactivate your service. You will lose your phone number, and Virgin Mobile will assess you a termination charge equal to the value of any balance left in your account. If your account expires and is deactivated, you must follow the activation process again in order to obtain service. Just go to our website ([www.virginmobileusa.com](http://www.virginmobileusa.com)) or contact **Virgin Mobile At Your Service** at 1-888-322-1122 to reactivate your account using a Top-Up card or a debit/credit card. Although you may reactivate your account, you will not be able to reclaim the cash balance or any minutes/messages that remained in your account or the phone number assigned to your account before it expired.

### Service Preserver Program

If you do not wish to Top-Up every 90 days to keep your service active, you may enroll in our Service Preserver Program.

After February 27, 2008, if you activate on our website ([www.virginmobileusa.com](http://www.virginmobileusa.com)), select a Pay As You Go offer, and Top-Up at least \$60 within any 72-hour period in the 30 days following your activation date, you will be enrolled automatically in our Service Preserver Program, which ensures that your account will not expire for one year. Note, however, that, although your account will remain active even if you do not Top-Up, you will need a positive account balance to use your Virgin Mobile phone. If you are on a Pay As You Go offer and do not meet the foregoing criteria, or if you are on a Monthly Plan, you will need to Top-Up \$90 within any 72-hour period in order to be enrolled automatically in the Service Preserver Program. You may only qualify once for the Service Preserver Program during any one-year period starting on the date you first enrolled. After your one-year enrollment in Service Preserver expires, just Top-Up \$90 within any 72-hour period to automatically enroll in our Service Preserver Program for another year. To opt-out of Service Preserver just contact **Virgin Mobile At Your Service** at 1-888-322-1122 within 30 days from the date you were last enrolled. If you are enrolled in the Service Preserver Program and switch to another plan, you will retain your enrollment in the Service Preserver Program and your account will remain active for one year from the date on which you last enrolled (although you will need a positive account balance to use your Virgin Mobile phone, and if you are on the \$6.99 Talk Plan you will need a sufficient balance to pay your monthly charge of \$6.99 plus taxes and

surcharges). If your account ever reaches a zero balance, you will be unable to use your phone other than to call 911, and any phone call or service for which you have not previously paid may be terminated. Simply Top-Up to begin using your phone again.

## Payment Methods

### Top-Up

You add money to the cash balance of your Virgin Mobile account by using one of our Top-Up methods. You can Top-Up your account by (1) registering your credit or debit card, (2) buying Top-Up cards at any of thousands of retail locations, or (3) using your registered PayPal account. Top-Up cards come in increments of \$10, \$20, \$30, \$50 and \$90. Sales taxes apply.

The minimum Top-Up amount when using a credit card, debit card or PayPal account is \$10; otherwise, you may use your credit card, debit card or PayPal account to Top-Up in any amount between \$20 and \$120. The maximum amount you may Top-Up at any one time is \$120; the maximum cash balance allowed in an account at one time is \$400. The value of any Top-Up amount or card cannot be applied to any other wireless service other than Virgin Mobile's. You cannot add more than \$150 in a single day to your Virgin Mobile account.

### Auto Top-Up

By registering for Auto Top-Up you agree to have the Auto Top-Up amount you have selected deducted from your credit card, debit card or PayPal account and added to your Virgin Mobile account according to one of the following options: (1) once every month on the date you specify, (2) once every 90 days, or (3) when your balance falls below \$5 (or, if you are on the 18¢ Talk, 20¢/10¢ Talk, Minute2Minute or Day2Day plans, when your balance falls below \$5 or 90 days from your last Top-Up, whichever comes first). The minimum Auto Top-Up amount is \$15.

You can set up, modify, or cancel your Auto Top-Up preferences at [www.virginmobileusa.com](http://www.virginmobileusa.com) or by calling **Virgin Mobile At Your Service** at 1-888-322-1122.

### Instant Top-Up

When you select Instant Top-Up you agree to have the amount you choose immediately deducted from your credit card, debit card or PayPal account.

Go to [www.virginmobileusa.com](http://www.virginmobileusa.com) or call **Virgin Mobile At Your Service** at 1-888-322-1122 for more information about all of the easy ways you can Top-Up your Virgin Mobile account.

## Payment Methods for Service Options with Monthly Service Charges

To participate in the monthly plans described above or purchase monthly messaging or data subscriptions, you may choose to have us automatically charge a registered credit card, debit card or PayPal account on a monthly basis. Alternatively, you may use Top-Up for payment of recurring charges for those monthly plans and for the \$6.99 Talk Plan. You may also use Top-Up to add to your cash balance for any service option and use that cash balance for services such as international calls, domestic and international messaging, and content services. If your credit/debit card company or PayPal declines your monthly charge and you are on a monthly plan other than the Month2Month Plan, we may retry the charge on your registered payment method on the second, sixth and fourteenth day (and additionally on the fourth day for the \$6.99 Talk Plan) after the charge is declined unless (1) you have a sufficient cash balance in your account at that time to pay the charge or (2) you have paid the charge in full before the day on which we next retry the charge. If you are on the Month2Month Plan, we will retry the charge on your registered payment method only on the fourth day after the charge is declined.

Your account history for the previous 60 days will be available online at [www.virginmobileusa.com](http://www.virginmobileusa.com) unless you switch service options, in which case your account history for your new service option will be available online for a period of up to

60 days following the date of your switch, but you can request a printed statement detailing 60 days of account history by calling **Virgin Mobile At Your Service** at 1-888-322-1122. If you deactivate your services or change your phone number, you may obtain your account history by contacting **Virgin Mobile At Your Service** at 1-888-322-1122. If you request an account history beyond the last 60 days, you may be assessed a processing fee.

We do not charge amounts to your registered credit card, debit card or PayPal account following (1) your removal of the registered payment method through My Virgin Mobile at [www.virginmobileusa.com](http://www.virginmobileusa.com) or **Virgin Mobile At Your Service** at 1-888-322-1122 or (2) deactivation of your service.

### Taxes and Surcharges

Stated prices for our service options do not include certain taxes or surcharges. Virgin Mobile charges state and local sales taxes, as well as surcharges for federal and state Universal Service Fund contributions and state and local 911 fees. Charges may also include a cost recovery surcharge. The amount of these surcharges may vary from time to time and by area. Surcharges are assessed to help defray our costs incurred in complying with federal and state telecommunications regulations. Surcharges are not taxes or fees that the government requires from consumers. Virgin Mobile collects sales taxes on all Top-Up transactions for all service options.

### Switching among Virgin Mobile Service Options

Unless otherwise provided in these Terms of Service, you may switch between any service options at any time. Monthly fees are not refundable. When you switch between service options you will not receive a refund of any portion of any previously paid service charges and you will lose all of your remaining unused minutes, messages or data allotment. For that reason, we recommend that you switch at the end of your monthly billing cycle if you are on a monthly service option or after you have used your minutes, messages or data allotment. Repeated switching is not permitted and may result in termination of service.

### VirginXL and VirginXtras

Virgin Mobile charges 15¢ each day to access VirginXL and VirginXtras services. You may decline access to these services and forgo this fee. If you agreed to access VirginXL or VirginXtras services prior to September 11, 2007 and pay a charge of 10¢ each day, you may continue to pay a daily charge of 10¢ to access these services, but if you declined access to VirginXL or VirginXtras services at any time after September 11, 2007 and wish to re-access them, you will be charged 15¢ each day. There are additional charges for each ringtone, game and message download. Other fees, including airtime, may apply to certain VirginXL and VirginXtras applications.

Certain VirginXL and VirginXtras services are available on a subscription basis and can be canceled at any time through your handset or our website ([www.virginmobileusa.com](http://www.virginmobileusa.com)). If you agree to a subscription but do not have sufficient funds in your account to pay the subscription price, we will attempt to charge the subscription to your account for the next 60 days. If the subscription is not paid at the end of this period, it will be terminated and you must re-subscribe if you wish to resume receiving the content. Your subscription period will not commence until you have paid the subscription price in full.

Use of VirginXL or VirginXtras is subject to the terms applicable to the particular service and available on our website ([www.virginmobileusa.com](http://www.virginmobileusa.com)), and is also subject to the provisions of the section entitled "Acceptable Use of Virgin Mobile Products and Service" below.

### Data Browsing

You may purchase a data allocation necessary to access the mobile Internet at the Basic Rate of \$1.50 per 1 megabyte (MB) of data. Unused data purchased at the Basic Rate expire 24 hours after purchase. You may also purchase a subscription for access to the mobile Internet in the following data allocations ("Data Packs"):

#### For Data Packs That Are Associated with Monthly Plans:

You may purchase a monthly Data Packs subscription for either \$5.00 for 20MB or \$10.00 for 50MB and when you activate or switch to an Ongoing Monthly Plan. The foregoing monthly Data Packs subscriptions include

unlimited access to VirginXL service. If you purchase a monthly Data Packs subscription after your monthly period has commenced, any unused data will expire concurrently with your monthly cycle. On the day that your next monthly plan charge is due, you will be charged the monthly fee for your Data Pack. If you have paid both your monthly plan charge and Data Pack monthly fee in full, you will receive the monthly data allocation associated with your Data Pack. Your data usage will be deducted from the available data allocation in your purchased Data Pack. Unused data expire at the end of your monthly period, and may not be used in subsequent months. If you use up your allocation of data before the end of the monthly period, you will be charged for data at the Overage Rate of \$1.50 per 1 MB of data used to access the mobile Internet for the remainder of the monthly period. Unused data allocations purchased at the Overage Rate expire at the end of your monthly period, and may not be used in subsequent months. If you do not have sufficient funds in your account to pay both your monthly plan charge and your Data Packs monthly subscription fee in full, you will not receive your monthly data allocation associated with your Data Pack until your monthly plan charge and Data Packs monthly subscription fee are both paid in full. In the meantime, you will be charged the Basic Rate on each day that you access the mobile internet. If you want to switch between the \$5.00 and \$10.00 Data Packs, you should do so prior to the date your next monthly plan charge is due; otherwise, the new Data Packs subscription will not take effect until your next succeeding monthly charge is due.

**For Data Packs That Are Not Associated with Ongoing Monthly Plans:**

If you do not participate in an Ongoing Monthly Plan, you may purchase a monthly Data Packs subscription for \$5.00 for 5MB, \$10.00 for 20MB or \$20.00 for 50MB. The \$10.00 and \$20.00 Data Packs subscriptions include unlimited access to VirginXL service. Your data usage will be deducted from the available data allocation in your purchased Data Pack. Any unused data allocation will expire at the end of your monthly Data Packs subscription period, and may not be used in subsequent months. If you use up your allocation of data before the end of the monthly period, you will be charged for data at the Overage Rate of \$1.50 per 1MB of data on each day that you access the mobile Internet for the remainder of the monthly period. Unused data purchased at the Overage Rate expire at the end of your monthly period, and may not be used in subsequent months. The next month, you will be charged the monthly fee for the Data Pack that you selected previously.

You may terminate your subscription or switch to another Data Pack subscription from your handset (VirginXL >"My Virgin Mobile" > Data Settings) or by logging into your "My Account" page on Virgin Mobile's website ([www.virginmobileusa.com](http://www.virginmobileusa.com)).

**Mobile Services and Content**

Mobile services available through VirginXL or VirginXtras and your Virgin Mobile phone may allow you to access the Internet, text, pictures, games, graphics, music, email, sound and other materials ("Mobile Content") and send Mobile Content elsewhere. Some Mobile Content is available from Virgin Mobile or our business partners, while other Mobile Content can be accessed from other third-party websites or services. We make absolutely no representations, warranties or guarantees about the Mobile Content you access through VirginXL or VirginXtras or your Virgin Mobile phone. Mobile Content may be: unsuitable for children/minors; unreliable or inaccurate; or offensive, indecent or objectionable. You are solely responsible for evaluating the Mobile Content accessed by you or anyone using your Virgin Mobile phone. We strongly recommend that you monitor content access by children or minors. Prior to accessing certain content which may be inappropriate for children/minors, we may require you to provide certain personal information in order to verify that you are at least 18 years of age. Mobile Content from third parties may also harm your Virgin Mobile phone or its software. To protect our network or services, or for any other reason, we may place restrictions on accessing certain Mobile Content, impose separate charges, limit the amount of data you can access or transfer, or otherwise limit or terminate services.

## Messaging

You can send and receive text messages of up to 160 characters including the address and subject line or picture messages with audio and up to 500 characters on your Virgin Mobile phone. There is no character limit for email and instant messages ("IM").

### Rates

As of February 15, 2009, the following messaging rates apply:

- domestic text messages are 15¢ to send and 15¢ to receive;
- international text messages are 20¢ to send and 10¢ to receive;
- domestic picture messages are 25¢ to send and 25¢ to receive, and may not be sent to international phone numbers;
- email messages are 15¢ to send and 15¢ to receive, as well as 15¢ for each notification message—if you do not choose to read the email, the cost is 15¢ for the notification only, and if you do read the email, the total cost is 30¢;
- instant messages are 15¢ to send and 15¢ to receive.

### Messaging Packs

You may purchase a subscription for monthly buckets ("Messaging Packs") of domestic text, picture, email and instant messages at the following prices and sizes:

#### For Messaging Packs That Are Associated with Monthly Plans:

You may purchase a monthly subscription for Messaging Packs for \$5.00 for 1,000 messages or \$10.00 for unlimited messages when you activate or switch to an Ongoing Monthly Plan. If you purchase a monthly Messaging Pack subscription after your monthly cycle has commenced, any unused messages will expire concurrently with your monthly cycle. On the day that your next monthly plan charge is due, you will be charged the monthly fee for your Messaging Pack; if you have paid both your monthly plan charge and Messaging Pack monthly fee in full, you will receive the number of messages associated with your Messaging Pack. Each text, IM, email or picture message that you send or receive, including each email notification message that you receive, will be deducted from the available messages in your purchased Messaging Pack. Unused messages expire at the end of your monthly period, and you may not use them in subsequent months. If you use all of the messages in your Messaging Pack, each additional text, IM, email and email notification message costs 15¢, and each additional picture message costs 25¢. If you do not have sufficient funds in your account to pay both your monthly plan charge and your Messaging Pack monthly fee in full, you will be charged 15¢ for each text, email and instant message and 25¢ for each picture message, provided that you have a sufficient balance in your account, until your monthly plan charge and Messaging Pack monthly fee are both paid in full. Messaging Packs do not include international text messages, Virgin Mobile audio messages ("VAM"), or voicemail messages. If you want to switch between the \$5.00 and \$10.00 Messaging Packs, you should do so prior to the date your next monthly plan charge is due; otherwise, the new Messaging Pack subscription will not take effect until your next succeeding monthly charge is due.

#### For Messaging Packs That Are Not associated with Monthly Plans:

If you do not participate in a Monthly Plan, you may purchase a monthly subscription for Messaging Packs for \$2.00 for 30 messages, \$5.00 for 200 messages, \$10.00 for 1,000 messages, or \$20.00 for unlimited messages. Each text, IM, email or picture message that you send or receive, including each email notification message that you receive, will be deducted from the available messages in your purchased Messaging Pack. Unused messages expire at the end of your monthly period, and will not be applied to subsequently purchased Messaging Packs. If you use all the messages in your Messaging Pack, each additional text, IM, email and email notification message costs 15¢, and each additional picture message costs 25¢. If you do not have sufficient funds in your account to pay for your monthly subscription, you will be charged 15¢ for each text, email and instant message and 25¢ for each picture message. The next month, you will be charged the monthly fee for the Messaging Pack of messages that you selected previously. Monthly Messaging Packs do not include international text messages, Virgin Mobile audio messages ("VAM"), or voicemail messages.

You can terminate your subscription or switch to another Messaging Pack from your

handset (VirginXL or VirginXtras > Messaging > Messaging Management) or by visiting the Messaging Settings page on Virgin Mobile's website ([www.virginmobileusa.com](http://www.virginmobileusa.com)).

### Preventing Spam

If you are receiving unwanted text messages ("spam"), contact the source and unsubscribe or remove your phone number from the service. You may also elect to prevent the receipt of any text messages by visiting the Messaging Settings page on Virgin Mobile's website ([www.virginmobileusa.com](http://www.virginmobileusa.com)) or by changing the preferences on your handset (VirginXL or VirginXtras > Messaging > Messaging Management). Even if you elect not to receive text messages, you may still receive service alerts from Virgin Mobile. You will not be charged for Virgin Mobile service alerts. If you elect to prevent the receipt of text messages, and you subsequently sign up for an alert on VirginXL or VirginXtras, such as Joke of the Day, or a text alert from any other source, you must first change your text messaging settings to permit the receipt of alerts and all text messages.

### Blocking Messages

You have the ability to block text messages from up to ten telephone numbers or email addresses by visiting the Messaging Settings page on the Virgin Mobile website ([www.virginmobileusa.com](http://www.virginmobileusa.com)). You may edit your preferences at any time.

### Unsolicited Messages

If you intentionally send unsolicited messages ("spam") from your Virgin Mobile phone we may terminate your service without further notice.

### Additional Charges

There is a charge of \$1.75 for each call to directory assistance, plus airtime charges.

You may check your balance at any time free of charge by visiting our website ([www.virginmobileusa.com](http://www.virginmobileusa.com)). You may also check your balance from your mobile phone for free up to five times each day. Thereafter, each balance check from your mobile phone costs 2¢ for the remainder of the day.

All rates are subject to change without prior notice, and additional surcharges and taxes may apply.

Calls are billed in one-minute increments, with a minimum time per call of one minute. Call times are rounded up to the nearest whole minute. Calls are limited to two hours: if you are on a call for longer than two hours, the call will automatically terminate. International rates vary.

If you are on a Pay As You Go Offer with Mobile to Mobile calling between Virgin Mobile USA phone numbers, all calls routed to voicemail and all call waiting calls received during a call with a non-Virgin Mobile customer will be charged at the applicable per-minute rate in accordance with your Pay As You Go Offer. If you are on a Monthly Plan with Mobile to Mobile calling, calls routed to voicemail and call waiting calls received during a call with a non-Virgin Mobile customer will be charged as anytime minutes or night and weekend minutes, depending on the time of day in which the call is made or received.

All cell phones purchased directly from Virgin Mobile, or one of our authorized resellers, include a one-year warranty. If you experience an equipment malfunction, call **Virgin Mobile At Your Service** at 1-888-322-1122 and we will arrange for a replacement phone.

You can switch your number to another Virgin Mobile phone for no additional charge if you do so on our website ([www.VirginMobileUSA.com](http://www.VirginMobileUSA.com)). You can also call **Virgin Mobile At Your Service** at 1-888-322-1122 to switch your phone number, in which case you may be charged \$10.

If your account is deactivated for any reason, Virgin Mobile will assess you a termination charge equal to the value of the balance in your account.

Please contact **Virgin Mobile At Your Service** at 1-888-322-1122 or visit our website at



www.virginmobileusa.com for additional pricing information or answers to any questions about our services. Calls to **Virgin Mobile At Your Service** may be monitored and recorded for quality assurance.

### Disputed Charges

If you think that there has been an error in any charge posted to your account, you must notify us within 15 days after the charge is posted to your account to request an adjustment. Call **Virgin Mobile At Your Service** at 1-888-322-1122 and one of our advisors will help investigate your claim.

### Account Suspension Related to Credit Card Chargebacks

If we have attempted to charge your credit card for a charge that we deem is authorized and valid under these Terms of Service, and the credit card company withholds such payment because the charge has been disputed (a "Chargeback"), we reserve the right to suspend your access to our service for up to 30 days until the Chargeback is reversed. If the Chargeback is not resolved and reversed, your account will be deactivated at the end of the 30 day period. If your account is reactivated you may be charged a fee for each Chargeback. If there are multiple Chargebacks associated with your account or we suspect or confirm any fraudulent activity in connection with your payments, we may, without limiting any other rights available to us, elect in our sole discretion to require you to add money to the cash balance of your Virgin Mobile account solely by means of Top-Up cards.

### Refunds and Returns

#### Refunds of Top-Up Cards and Account Balances

Virgin Mobile is not responsible for, nor do we refund, lost, stolen, misused, or damaged Top-Up cards. Virgin Mobile does not accept returns of or provide refunds for Top-Up cards. Please ask your retailer any questions regarding its return policy. Top-up cards must be applied to your account within one year of purchase. All Top-Up sales are final and non-refundable regardless of who uses or possesses your phone after you buy airtime, and regardless of whether the phone is used with your consent or knowledge.

Monthly charges are non-refundable.

#### Returning Your Virgin Mobile Phone

Phones purchased directly from Virgin Mobile may be returned for a full refund within 30 days of purchase. You must have the original receipt, packaging materials and all components. Please contact **Virgin Mobile At Your Service** at 1-888-322-1122 for instructions.

Phones purchased at a retail store may be returned to that store in accordance with the store's return policy. Please repack the phone and all components and bring it to the store at which you purchased it.

### Lost or Stolen Equipment

If your mobile phone is lost or stolen, you are responsible for charges incurred until you notify us of the loss of your phone by visiting our website (www.virginmobileusa.com) or by calling **Virgin Mobile At Your Service** at 1-888-322-1122. Upon receiving notice that your phone is lost or stolen, Virgin Mobile will suspend your account. If you do not either activate a new Virgin Mobile phone or notify us that you have found your old phone within 60 days of the suspension of your account, you will lose your Virgin Mobile phone number and any account balance.

### Phone Number

The phone number we provide for your use is and will remain the property of Virgin Mobile. We may give the phone number to another customer without telling you if you cancel your service with Virgin Mobile in order to use another mobile service (unless you transfer the phone number to another telecommunications provider in accordance with applicable regulations), or if your account expires and is deactivated. We may also change your number at any time, although we will notify you prior to any change. You can request to change your phone number up to three times each year.

### **Keeping Your Old Phone Number**

Depending on where you live, you may transfer an existing wireline or wireless phone number to your Virgin Mobile service for use as your wireless phone number. To switch an existing phone number to Virgin Mobile, contact **Virgin Mobile At Your Service** at 1-888-322-1122 and we will walk you through the process. Virgin Mobile will not charge you to transfer your existing non-Virgin Mobile phone number to your Virgin Mobile phone. Before you call, please have a bill from your old wireless or wireline carrier available. When you switch from another wireless carrier to Virgin Mobile, you may have to pay a termination penalty if you terminate your contract early. Virgin Mobile will not reimburse you for any termination fees imposed by other carriers.

You will not be able to switch your area code without receiving a new local number from Virgin Mobile as well. For example, if you move from San Francisco to New York City, and your San Francisco number was 415-123-4567, you may keep 415-123-4567 as your number, but you may not switch your number to 212-123-4567. Although you may keep your old number and old area code, you should be aware that your New York friends might end up paying long distance charges when they call your San Francisco number from the New York area.

### **Acceptable Use of Virgin Mobile Products and Services**

You may not use Virgin Mobile's service for any illegal purpose, including to harass, threaten, abuse, defame, or slander any individual or entity. You may not use our service in a manner that interferes with another Virgin Mobile customer's use of our service.

Virgin Mobile and its business partners provide messages, data, information, music, games, images, text, or other material for your private, non-commercial use only. You may not sell or resell this content. You may not upload and transmit or broadcast this content in public places. These uses are expressly prohibited by Virgin Mobile. You will be solely responsible if you engage in any unauthorized use of this content.

### **Content Objectionable or Offensive to Third Parties**

You may not publish, copy, reproduce, upload, download, post, distribute, edit, modify, or otherwise transmit ("Post") any content that is unlawful, libelous, defamatory, slanderous, obscene, pornographic, harassing, threatening, abusive, harmful, or otherwise objectionable, or that infringes upon or otherwise violates others' rights, including privacy rights.

### **Unlawful Content**

You may not Post any content that encourages or is in furtherance of an unlawful, criminal, or fraudulent activity or that violates any Virgin Mobile rule or policy.

### **Soliciting Information**

You may not Post any content that solicits any information from other customers or involves any commercial activities, including advertisements.

### **Infringing Content**

You may not Post any content that may infringe on or otherwise violate any patent, trademark, trade secret, copyright, or other intellectual property or proprietary right of any person. Infringement may result from the unauthorized copying, posting, editing, modifying or distributing of any content, including ringtones, graphics, pictures, photographs, logos, software, articles, music, games, or videos. By Posting any content, you represent that you have legal rights to use, distribute, and publish such content.

### **Harmful Content**

You agree not to Post any content that contains viruses, worms, time bombs, or other similar programs that would interfere with or disrupt our provision of services.

### **Removal of Objectionable Content**

We reserve the right, in our sole discretion, to remove or delete any content that you

Post on our service that violates these Terms of Service or is otherwise deemed objectionable by us in our sole discretion. We may delete content that you have downloaded to your personal vault or limit the amount of content that you may download during any given period.

### **Suspension or Termination of Service**

We reserve the right to issue a warning and to suspend or terminate your access to the [www.virginmobileusa.com](http://www.virginmobileusa.com) website or to our service at any time should we determine in our sole discretion that you have violated these Terms of Service or any other rule or policy of Virgin Mobile, or for any other reason in our sole discretion.

### **Disclosure of Content**

To comply with appropriate legal process, Virgin Mobile may disclose to law enforcement authorities any information, including your name, account history, account information, or other transmission data requested by law enforcement. We also may disclose to third parties any content necessary to respond to claims that such content violates the rights of third parties or to protect the rights and property of Virgin Mobile.

### **Storage of Content**

Some content may not be stored or processed because of personal vault memory limitations. You agree that Virgin Mobile is not liable for the deletion of or failure to store content, and, in compliance with the terms of this agreement, you should store photographs and other information permanently using another means, such as a CD-R or personal computer. Content may expire within 60 days of its original download or use unless you otherwise request its retention and/or preservation. A password may be required to use VirginXL and VirginXtras or to access the contents of your personal vault. Use of VirginXL requires the use of a compatible phone or other device and is subject to certain functionality limitations such as memory, processor speed, and graphics capability. Not all applications will work on all Virgin Mobile phones and equipment, and some applications may not be available in all areas. Use of certain VirginXL and VirginXtras applications may require the disclosure of personal information subject to the policies of the developers of such applications.

### **Location-Based Services**

Location-based information is information that indicates the general location of your Virgin Mobile handset. When you turn on your handset and use any of our location-based services, your device automatically communicates with our network and relays its current location. The quality of location services may be affected by circumstances beyond our control, including atmospheric, geographic or topographic conditions. We do not warrant or guarantee that location services will be available at any specific time or geographic location, or that service will be provided without interruption.

By using our location-based services, you consent to have us electronically collect, monitor and track your physical location and the location of your handset. We collect and disclose your location information only to provide you with the location-based services you have requested, or in emergency situations as prescribed by law. If you allow other users to use your handset, you are responsible for informing these users that their location information may be collected or disclosed. We will not provide your location information to third parties other than as prescribed by law without your consent.

If you wish to change your privacy options for the use of your location information, or if you no longer wish to use our location-based services, log in to your Virgin Mobile account and go to the "My Account" page (then select Account Info and then Contact Info). Changing your privacy options or terminating our location-based services will not affect the status of any other services you receive from us. Any information that we collect, monitor or track regarding your physical location or the location of your handset will not be retained longer than is necessary to provide the location-based services you have selected.

### **Other Programs and Services**

#### **Virgin Mobile Website**

You may use our website located at [www.virginmobileusa.com](http://www.virginmobileusa.com) to manage your account, make payments, view our content and learn more about our products and services. Any use of the Virgin Mobile website is subject to the terms set forth in the Terms of Website Use and Privacy Policy, which are available on the website at [www.virginmobileusa.com](http://www.virginmobileusa.com).

### Virgin Mobile Stash

Virgin Mobile Stash is a Visa prepaid debit card that may be used to make purchases from merchants that accept Visa and to withdraw cash from participating ATMs. To participate, you must be at least 13 years of age and agree to the terms of use of the Virgin Mobile Stash program. If you are under 18 years of age, a parent or guardian must register on your behalf and consent to your participation. Virgin Mobile will collect certain personal information, such as a social security number or driver's license number, to validate your identity, as well as your age and street address for demographic purposes. For information regarding the use and protection of this data, please review Virgin Mobile's Privacy Policy, which is available at [www.virginmobileusa.com](http://www.virginmobileusa.com). Active Virgin Mobile customers may earn rewards points for using the Virgin Mobile Stash card, which may be redeemed for Virgin Mobile airtime. Virgin Mobile may award points and alter the structure of the rewards program from time to time in its sole discretion. Virgin Mobile is only offering this program to existing participants. To obtain more information, visit [www.virginmobilestash.com](http://www.virginmobilestash.com).

### Virgin Mobile Sugar Mama

Virgin Mobile's Sugar Mama program allows customers to earn airtime for engaging with the company's business partners and other spirited brands. To participate, you must be an active Virgin Mobile customer who is 13 years of age or older. Internet access is required to establish and manage your Sugar Mama account. Virgin Mobile will collect certain demographic information, including age, gender, and zip code, from Sugar Mama participants. For information regarding the use and protection of this data, please review Virgin Mobile's Privacy Policy, which is available at [www.virginmobileusa.com](http://www.virginmobileusa.com). To use certain online and mobile services, you must permit the placement of cookies on your computer and you must opt-in to receive text messages. Customers participating in Sugar Mama generally must view an advertisement, rate it and answer a survey to receive airtime awards. Virgin Mobile may award airtime minutes and alter the structure of the program from time to time in its sole discretion.

### The RE\*Generation Pro-Social Program

Virgin Mobile, together with Virgin Unite, the charitable arm of the Virgin Group, is partnering with an array of not-for-profit organizations in an effort to help homeless youth. There are a number of ways to participate:

- Download any Virgin Mobile content to your phone and a portion of the proceeds from these sales will go to help homeless youth—through direct contributions to our charitable partners or by funding programs and resources that provide support and raise awareness.
- Donate \$1 from your Virgin Mobile account, and Virgin Mobile will match the contribution, subject to an annual limit on the company's contributions.
- Donate directly to one of Virgin Mobile's pro-social partners by visiting Virgin Unite's website ([www.virginunite.com](http://www.virginunite.com)).

The aggregate annual limit on the company's contributions in 2008 for Virgin Mobile matching donations is \$15,000. Any donations you make may be considered charitable contributions for tax purposes, but you may not deduct donations made by Virgin Mobile to reduce your own tax liability. Virgin Mobile reserves the right to alter the terms of this program from time to time in its sole discretion.

### TTY Access

For information concerning TTY access for the hearing impaired, please contact **Virgin Mobile At Your Service** at 1-888-322-1122.

### Pay-Per-Call Services

Virgin Mobile will not directly complete any calls to 1-900, 1-976 or other pay-per-call services.

### Limitation of Liability

Virgin Mobile is not liable to you for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether we have been notified that such loss may occur) by reason of any act or omission in our provision of products or services. Virgin Mobile assumes no risk or responsibility for your use of any of the content provided as part of our services. Virgin Mobile is not liable for: (1) any act or omission of, or any damage caused by, any other entity furnishing a part of our service or furnishing any equipment provided for such service; (2) any act or omission of, or any damage caused by, any other entity participating in offers made through us; or (3) any act or omission of, or any damage that results from any product or service provided by or manufactured by any other entity, even if provided to you through or for use on our network. We are not liable for any unauthorized or disputed charges for Virgin Mobile services beyond 30 days of that charge appearing on your statement. If you believe that a charge appears on your statement that was unauthorized or improper, call **Virgin Mobile At Your Service** at 1-888-322-1122, and an advisor will help investigate that charge. Even if it is reported to us within 30 days, we are not liable for any charges for products or services provided by third parties through and for use on our network. If an unauthorized or disputed charge for a third-party product or service appears on your statement, you must contact that third party directly. Third-party contact information is available on your statement, as well as by calling **Virgin Mobile At Your Service** at 1-888-322-1122. You acknowledge that no fiduciary or other special relationship exists between you and Virgin Mobile, by virtue of these Terms of Service, your use of Virgin Mobile phones and/or services, or otherwise.

### Indemnification

You agree to indemnify and hold harmless Virgin Mobile and its affiliates and their respective officers, agents, partners and employees, from any and all liabilities, settlements, penalties, claims, causes of action, and demands brought by third parties (including any costs, expenses, or attorneys' fees on account thereof) resulting from your use of Virgin Mobile products and services whether based in contract or tort (including strict liability) and regardless of the form of action.

### Warranties

We do not manufacture our cell phones or other equipment. The only warranties applicable to such devices or equipment are those extended by the manufacturers. We have no liability, therefore, in connection with mobile phones and other equipment or for manufacturers' acts or omissions.

We make no warranties or representations, express or implied, regarding the products and services provided hereunder, including, but not limited to, warranty of title, warranty that a product or service is fit for a particular use, or warranty of merchantability. We expressly disclaim any and all implied warranties.

### Safety and Security

Virgin Mobile is not responsible for the content or security of voicemail or contact lists you create. We urge you to create a password to access your voicemail.

To protect your safety, do not use your Virgin Mobile phone while driving.

### Notices

You may notify us by mail (Virgin Mobile USA, L.P., 10 Independence Blvd., Warren, NJ 07059), phone (1-888-322-1122) or electronic means (via our website at [www.virginmobileusa.com](http://www.virginmobileusa.com)). Notices will be considered effective after we receive them. If you are unable to resolve your concerns with Virgin Mobile USA, you may file a complaint with the Federal Communications Commission, Washington, DC 20554. Any notice we send you will be sent to your last known residence or electronic address as shown on our records, or via electronic messaging to your Virgin Mobile phone.

### Use of Your Customer Information

We will always handle your information in a manner consistent with federal consumer privacy laws and the Virgin Mobile USA Privacy Policy, available on the Virgin Mobile website at [www.virginmobileusa.com](http://www.virginmobileusa.com). We take reasonable steps to protect your personal information from unauthorized use or disclosure. Except as contemplated by the Privacy Policy, we will not intentionally share your personal information without your permission. We may, from time to

time, use the information you provide us to market services to you that may be related to our service offerings. You will have the opportunity to choose whether you would like to receive text messages, email, direct mail and other updates from Virgin Mobile and its partners about new products, special promotions, and important service information by editing your profile at [www.virginmobileusa.com](http://www.virginmobileusa.com) (log in and select Account Info and then Contact Info) or by calling **Virgin Mobile At Your Service** at 1-888-322-1122.

### Effect of Terms of Service

These Terms of Service supersede all oral or written communications and understandings between you and Virgin Mobile with respect to our products and services to you and the terms under which they are offered and provided to you. If any part of these Terms of Service is declared invalid or unenforceable, all other parts of these Terms of Service are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of these Terms of Service. No provision of these Terms of Service provides any person or entity not a party to these Terms of Service with any remedy, claim, liability, reimbursement, or cause of action, or creates any other third party beneficiary rights. Any complaint, arbitration or other legal action concerning these Terms of Service shall be interpreted under the laws of the State of New York and shall be subject to the jurisdiction of the courts of the State of New York. Complaints, arbitration or other legal actions involving California customers will be interpreted under the laws of the State of California, and will be subject to the jurisdiction of the courts of the California county in which the customer primarily uses Virgin Mobile's services.

### Export

You agree to comply with all trade regulations and export control laws, both domestic and foreign. Virgin Mobile phones, equipment, software, and any underlying information accessed or transferred by you using Virgin Mobile's services may be subject to U.S. export controls, including the Export Administration Act (50 U.S.C. § 2401, et seq.) and the Export Administration Regulations (50 C.F.R. § 730-774), as well as the import regulations of other countries. You agree not to export or re-export any Virgin Mobile phones, equipment, or software to any foreign country. Any information transferred by you using Virgin Mobile's services to any foreign country, entity, or person must comply with the U.S. Export Administration Act and the Export Administration Regulations.

### Trademarks and Licenses

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