What Terms and Conditions Apply to my Vodafone Business Plan Products?

- (a) This document sets out terms and conditions that apply to specific Vodafone contracts and products (collectively, the "**Products**").
- (b) The terms and conditions that will apply to your Product or Products are:
 - i. all the terms and conditions provided to you when you agree to purchase a Product, including the terms and conditions contained in this document and any terms and conditions contained in any application form you complete when purchasing a Product; and
 - ii. all the terms and conditions contained in the Vodafone Standard Form of Agreement (SFOA), which is available at vodafone.com.au, (collectively, the "Terms").
- (c) When you agree to purchase a Product, you accept the Terms. Your contract with Vodafone commences on your acceptance of the Terms.
- (d) Some Products have a minimum contract term. If your contract is terminated before the end of this term, you may be required to pay fees, such as an Early Exit Fee or a Handset Recovery Fee. Depending on the Product this may be in addition to any applicable handset payments and additional or excluded call, data or service costs. Early Exit Fees are set out in the pricing table for your Product.
- (e) Activation of your Product may occur after your contract has commenced. Any minimum contract term that applies commences when your Product is activated.
- (f) You may suspend your contract for between 1 and 3 consecutive calendar months once during the minimum contract term. You will be charged a fee for each month if your contract is suspended. Your minimum contract term will be extended by the period of any suspension.
- (g) The Terms may be changed by Vodafone from time to time. Vodafone will comply with relevant laws, regulations and industry codes if it makes any such changes.

For more information, call Vodafone on 135 888 or visit vodafone.com.au.

Important Things You Need to Know

Availability

- (a) The Products are for small to medium business use only, and are not available to large business/corporate and commercial customers. Large business/corporate and commercial customers should contact Vodafone for information about Vodafone's corporate business products.
- (b) The Products are available to credit approved customers only.
- (c) Vodafone's Fair Use policy applies to all Vodafone Products.

Factors affecting availability and performance

- (a) Network coverage and many other factors may affect the availability and performance of certain Products.
- (b) Certain Products, services and functions are only available if used in conjunction with a compatible mobile or other device and if in a compatible coverage area. Not all devices are compatible with Vodafone networks.
- (c) Broadband service: Some Vodafone 3G+ and 3G services are mobile broadband, internet, email, apps, downloading, video streaming and video calling. You can use Vodafone 3G+ with a compatible device in selected metropolitan areas. Outside these areas, you can still get Broadband Speeds in our 3G areas with the right device. To check this, make sure your device is compatible to the zone you are in (U2100MHz, U850MHz or U900MHz). Remember that actual speeds you reach will vary depending on things like device capabilities, location & network congestion. See vodafone.com.au/coverage for more info.

Data services

- (a) For Products that provide data access capabilities, a data session starts when you first connect to data services and ends when you disconnect from data services.
- (b) When using data services, some internet services, including web sites and email, may not be accessible.
- (c) Subject to your rights under the *Competition and Consumer Act 2010* or other relevant legislation (including the *Australian Consumer Law)*, Vodafone does not make any warranty regarding any software or data provided or available to you in connection with data services, including with respect to how that software or data operates on your device or interacts with applications.
- (d) Unless otherwise stated, data usage is measured as the combination of both data you send (upload) and receive (download).

Rates and charges

- (a) Details of the rates and charges, including any minimum spends which apply to the Products are contained in the Terms.

 The minimum total cost over contract term is calculated by multiplying the minimum monthly spend by the contract term.
- (b) Vodafone Business Plans feature "**included value**". Included value can be used to pay for many (but not all) services available from Vodafone.
- (c) If your usage of a Product exceeds your included value and/or your included data (as appropriate), or you use a service that is not payable from your included value or included data (as appropriate), you will be charged an amount additional to your

minimum monthly spend.

- (d) Unless otherwise stated, if you do not use all your included value and/or your included data (as appropriate) in the relevant month, that included value and/or included data (as appropriate) is forfeited, is not refundable, and will not carry over into any other month.
- (e) Unless otherwise stated, the section of the Terms titled "Vodafone Rates: What is payable from my Vodafone Business Plan's included value?" specifies which services are or are not available to be paid from your included value and the rate at which additional services will be charged.
- (f) Each charge is rounded up to the nearest cent before GST is included.
- (g) Unless otherwise stated, rates specified for services are GST inclusive.
- (h) Unless otherwise stated, call usage is billed in blocks of 60 seconds for Business Plan Usage is rounded up to the end of the current block.
- (i) All rates and charges are subject to change. Vodafone will comply with relevant regulations and industry codes with respect to such changes.

Billing

- (a) In your first bill, you will be charged your minimum monthly spend for the following month. Your first bill may also include a prorated amount from the date you connected to your first bill.
- (b) You may choose to purchase additional Products from time to time. Charges for these Products will be applied to your bill.
- (c) Paperless billing is the default bill delivery method for Vodafone customers.
- (d) Vodafone will provide paper bills without charge to disabled or disadvantaged customers. Otherwise, Vodafone will not provide paper bills except in special circumstances, in which case, at its discretion, Vodafone may charge \$2.20 per paper bill.

Vodafone Business Plans

The below table specifies minimum monthly spend and minimum contract terms for Business Plan Products, which include Business Plan Contract Products and Vodafone Business SIM Only Plan Products.

Plan name	Minimum Monthly Spend	Minimum Spend over 12 month contract term	Minimum Spend over 24 month contract term	Early Exit Fee
Contracted Plans				
\$30 Business Plan	\$30	n/a	\$720	\$30 x remaining months on contract
\$40 Business Plan	\$40	n/a	\$960	\$40 x remaining months on contract
\$50 Business Plan	\$50	n/a	\$1,200	\$50 x remaining months on contract
\$60 Business Plan	\$60	\$720	\$1,440	\$60 x remaining months on contract
\$80 Business Infinite Plan	\$80	\$960	\$1,920	\$80 x remaining months on contract
\$100 Business Infinite Plan	\$100	\$1,200	\$2,400	\$100 x remaining months on contract
SIM Only Plans				
\$30 Business SIM Only Plan	\$30	\$360	n/a	\$30 x remaining months on contract
\$35 Business SIM Only Plan	\$35	\$420	n/a	\$35 x remaining months on contract
\$45 Business SIM Only Plan	\$45	\$540	n/a	\$45 x remaining months on contract
\$65 Business Infinite SIM Only Plan	\$65	\$780	n/a	\$65 x remaining months on contract
\$85 Business Infinite SIM Only Plan	\$85	\$1,020	n/a	\$85 x remaining months on contract

Terms for Vodafone Business Plan Products

The following terms and conditions apply to you if you purchase a Vodafone Business Plan Product

- (a) You will receive a data allowance or Infinite BlackBerry® Email (BlackBerry® Internet Service (BIS version) allowance (not available unless purchased separately with \$30 & \$40 Vodafone Business Plan Products).
- (b) If you have chosen to include Unlimited BlackBerry® email with your Business Plan Product, sections (d) (i) under the heading "Unlimited BlackBerry® Email and Internet Browsing Add-On Products" below also apply to you.

- (c) Any data allowance which is part of your plan is only available for use via your compatible handset. It is not available for use on a mobile broadband device.
- (d) You may change from one Vodafone Business Plan Product to another Vodafone Business Plan Product once per monthly billing period by calling Vodafone Customer Care, and agreeing to the terms and conditions of the new Vodafone Business Plan Product. Any credit or other benefits from your existing Product will be forfeited, unless otherwise advised. If you are changing to a less expensive Vodafone Business Plan Product or to a month to month Product or to a prepay Product, fees, including a Plan Change Fee may apply. Any Product change will take effect from the start of your next monthly billing period. Contact Vodafone Customer Care for more information.
- (e) Standard rates apply once your monthly data allowance has been exhausted. Additional data charges cannot be paid from your Vodafone Business Plan Product's included value.
- (f) Your data allowance can only be used in Australia, on Vodafone networks.

The following term (g) only applies to you if you purchase a 12 or 24 month Vodafone Business Plan Contract Product (this term does not apply to any Vodafone Business SIM Only Plan Product

(g) Any \$0 upfront or discounted mobile device offers are only available from Vodafone's selected mobile device range at the time that you agree to a contract and cannot be redeemed for cash or as a credit against your service costs with Vodafone. These mobile device offers are not available if you switch between contracts during the minimum contract term.

The following terms and conditions (h) – (i) only apply to you if you purchase a Vodafone Business SIM Only Plan Product (these terms and conditions do not apply to any 12 or 24 month Business Plan Contract Product):

- (h) Charges for your Vodafone Business SIM Only Plan Product are in addition to any handset repayments (if applicable).
- (i) The Minimum Monthly Spend is payable for each full monthly billing cycle in advance.

Unlimited BlackBerry® Email and Internet Browsing Add-On Products

This table specifies minimum monthly spend pricing, minimum contract terms and monthly data allowances for Vodafone Unlimited BlackBerry® Email and Internet Browsing Add-On Products for the BlackBerry® Internet Service (BIS):

Contract Term	Minimum Monthly Spend	Monthly data allowance	Contract Minimum Spend	Early Exit Fee
Monthly	\$20	Unlimited BlackBerry® Email and Internet Browsing (BIS)	\$20	None
12 Months	\$10	Unlimited BlackBerry® Email and Internet Browsing (BIS)	\$120	\$5 x remaining months on contract
24 Months	\$10	Unlimited BlackBerry® Email and Internet Browsing (BIS)	\$240	\$5 x remaining months on contract

The following terms and conditions apply to you if you purchase an Unlimited BlackBerry® Email and Internet Browsing Add-on Product:

- (a) Unlimited BlackBerry® Email and Internet Browsing Add-On Products are available to you if you are connected and remain connected to a valid Vodafone Business Plan Product. If your Vodafone Business Plan Product is cancelled, your Unlimited BlackBerry® Email and Internet Browsing Add-On will also automatically be cancelled.
- (b) Minimum monthly spend for Unlimited BlackBerry® Email and Internet Browsing Add-On Products excludes any additional mobile device payments (if applicable).
- (c) Cancellation will take effect from the end of the month on which you tell us that you want to stop receiving the Unlimited BlackBerry® Email and Internet Browsing Add-On Product. You will be billed until the end of that month. Early Exit Fees (see above table) will apply where you cancel a 12 month and 24 month Unlimited BlackBerry® Email and Internet Browsing Add-On Product before the end of the contract term.
- (d) Unlimited BlackBerry® Email and Internet Browsing Add-On gives you unlimited BlackBerry data (BlackBerry® Internet Service (BIS) version only excludes Blackberry® Enterprise Solution (BES) version) which includes BlackBerry® Email and Internet browsing, Facebook® and other applications, when accessed via the BlackBerry Access Point (APN) within Australia. Vodafone's Fair Use Policy applies. Additional charges apply for some services such as video streaming (e.g. YouTube) and single file downloads over 3 MB. Included voice value cannot be used for data. Slower speeds (2.5G GPRS or 2.75G Edge coverage) will be experienced in 3G 900Mhz areas for devices that do not have the 3G 900Mhz band support as well as 2G devices that have no 3G band support (3G 2100/850Mhz or 3G 2100/900Mhz). See wodafone.com.au/devicefrequency for details of devices and their frequencies. See vodafone.com.au/coverage for coverage details. Service subject to device capabilities, network limitations & customer location.
- (e) In addition to these terms and conditions, Research In Motion's standard terms and conditions associated with the use of BlackBerry® from Vodafone, the BlackBerry® Internet Service, the BlackBerry® Built-In handheld and other associated products will also apply to your use of these products and services. BlackBerry®, RIM®, Research In Motion®, SureType®, SurePress™ and related trademarks, names and logos are the property of Research In Motion Limited and are registered and/or used in the U.S. and countries around the world. Used under license from Research In Motion Limited.
- (f) Unlimited BlackBerry® Email and Internet Browsing (BlackBerry® Internet Service (BIS)) can only be activated on BlackBerry® Built-In handhelds as authorised by Vodafone and Research in Motion. The BlackBerry® browser icon or any specific application loaded on your BlackBerry® at the time of purchase (excluding Compass) must be used to access the internet to ensure data usage is taken out of your Unlimited BlackBerry® Email and Internet Browsing Add-On Product's included data allowance.
- (g) Download of applications from BlackBerry® World™ is included in your Unlimited BlackBerry® Email and Internet Browsing Add-On Product's included data allowance, but the price for any application purchased is not included, and will be charged to you as an additional amount.
- (h) Data usage by some services available on Vodafone networks, including some internet services, cannot be paid from your Unlimited BlackBerry® Email and Internet Browsing Add-On Product's included data allowance. Use of these services may incur an additional charge, at the rates specified in the "Not payable from included value" table below.
- (i) Data allowances can only be used in Australia, on Vodafone networks.

Vodafone Rates: What is Payable from my Vodafone Business Plan's Included Value?

Payable from Included Value

This table details all services that can be paid from your Vodafone Business Plan Product's included value (unless stated otherwise), and the charge rate for those services. If the service rate is stated to be "Infinite", you will not be charged any additional amount for use of that service. If you ever exhaust your included value, you will be charged an additional amount for all additional services you use at the rates specified in this table. At some price points you can choose either an "Infinite TXT Option" (TXT Option) or an "Infinite Vodafone to Vodafone Calls Option" (VF to VF Option). These specific options are set out separately below. On these price points you will need to choose one option when you sign up. Sorry, this can't be changed later.

Plan	\$30	\$40 TXT Option	\$40 VF to VF Option	\$50 TXT Option	\$50 VF to VF Option	\$60	\$80	\$100	
SIM Only	N/A	\$30 TXT Option	\$30 VF to VF Option	\$35 TXT Option	\$35 VF to VF Option	\$45	\$65	\$85	
Included Value	\$200	\$2	\$250		00	\$700	\$80	\$100	
		500MB		1GB or 1GB + Unlimited Blackberry BIS		1.5GB	2GB	5GB	
Included data (including tethering)	200MB					or	or	or	
If data allowance is exhausted, additional data rate applies	2001112					1.5GB + Unlimited Blackberry BIS	2GB + Unlimited Blackberry BIS	5GB + Unlimited Blackberry BIS	
Standard National Voice calls (to Vodafone and 3 mobiles)	40c connection fee + 98c per 60 seconds Infinite			40c connection fee + 98c per 60 seconds		Infinite			
Standard National Voice calls (to other mobile and fixed networks)	40c connection fee + 98c per 60 seconds					Infinite			
National Video calls	40c connection fee + \$1.47 per 60 seconds						Infinite		
Calls to 13 and 18 numbers		40c connection fee + 98c per 60 seconds						Infinte	
National and International TXT (for standard TXT of up to 160 characters)	30c per message	Infinite for standard personal TXT sent from within Australia to individuals. Excludes premium and rerouted TXT. Offer cannot be used for commercial purposes or for resale purposes. TXT/PXT® to Pivotel network not available.	30c per message	Infinite for standard personal TXT sent from within Australia to individuals. Excludes premium and re routed TXT. Offer cannot be used for commercial purposes or for resale purposes. TXT/PXT® to Pivotel network not available.	30c per message	Infinite for standard personal TXT sent from within Australia to individuals. Excludes premium and re-routed TXT. Offer cannot be used for commercial purposes or for resale purposes. TXT/PXT® to Pivotel network not available.			
National and International PXT® (text, pic, video and audio)	55c per message								
TXT Delivery Report	5c per message								

Plan	\$30	\$40 TXT Option	\$40 VF to VF Option	\$50 TXT Option	\$50 VF to VF Option	\$60	\$80	\$100		
SIM Only	N/A	\$30 TXT Option	\$30 VF to VF Option	\$35 TXT Option	\$35 VF to VF Option	\$45	\$65	\$85		
Calls to Customer Care				Free from your \	Vodafone Mobile					
Voicemail – Deposits		Free from your Vodafone Mobile								
Voicemail – Retrievals	40c connect	ion fee + 98c per	r 60 seconds			Infinite				
Re-routed voice calls			40c (connection fee +	\$1.20 per 60 sec	conds				
Re-routed TXT or PXT				30c per	message					
Calls to National Directory Assist (1223)	\$2.60 connect	\$2.60 connection fee + applicable standard national voice call rate if you are through-connected splicable standard national voice call rate if you are through-connected connected connected								
Calls to International Directory Assist (1225)	\$2.60	\$2.60 connection fee + international voice call rate if you are through-connected						\$1.10 connection fee + applicable international voice call rate if you are through- connected		
International Roaming: Applicable call rate + flagfall for standard voice calls made while roaming overseas for customers specifically opted-in to the Vodafone Traveller proposition (note - this call rate is in addition to the Zone Charge per minute applicable to the country you are in at the time of making the call which is not included in any Plan). Vodafone World (default proposition) rates are also not included in any Plan. For full International Roaming rates and charges for all services (including Zone Charges and Vodafone World), go to vodafone.com.au/roaming.	37c connectio	37c connection fee + 89c per 60 secs (GST is not applicable for international roaming. Rate is represented as ex GST)						n fee + 41c per s not applicable il roaming. Rate ed as ex GST)		
International voice calls	32c connection fee + applicable country rate (vodafone.com.au for rates)						25c connection fee + applicable country rate (vodafone.com.au for rates)			
International video calls	35c connection fee + 1.5 x applicable country voice call rate (vodafone.com.au for rates)						applicable co	on fee + 1.5 x untry voice call com.au for rates)		

Not payable from Included Value

This table details other services that you can purchase from or via Vodafone, but which **cannot be paid for** from your Vodafone Business Plan's Included Value (unless stated otherwise).

Plan	\$30	\$40 TXT Option	\$40 VF to VF Option	\$50 TXT Option	\$50 VF to VF Option	\$60	\$80	\$100	
SIM Only	N/A	\$30 TXT Option	\$30 VF to VF Option	\$35 TXT Option	\$35 VF to VF Option	\$45	\$65	\$85	
Data (including Tethering) This rate will apply once the data allowance has been exhausted.	10c per MB (charged by kb)								
Calls to Ask Anything (123)		\$1.30 connection fee + \$1.30 per 60 seconds							
Premium TXT and PXT				Varies, depend	ling on service				
Premium voice and video calls				Varies, depend	ling on service				
International Roaming: All charges while roaming overseas are excluded except the applicable call rate + flagfall for standard voice calls for customers specifically opted-in to the Vodafone Traveller proposition (see 'Payable from Included Value" table)	Varies, see vodafone.com.au/roaming for details.								
Vodafone Central and STK Content purchases and downloads			F	Price specified at	time of purchase	e			
Call Screen			5.5c for	the first 10 seco	nds or 99c per m	essage			
Excluded* internet and data services when using Vodafone Unlimited BlackBerry® Email and Internet Browsing * Excluded services include: Pocket Life, Vodafone Central purchases and downloads, You Tube and other video streaming, content purchases or downloads from any application not loaded by Vodafone or Research In Motion, Premium TXT and Chat, single downloads of 3MB or larger or any data usage by any application that does not use the BlackBerry® Access Point (APN).	All	excluded services	s are deducted fr	om your data alk	owance, and ther	n charged at you	r additional data	rate	