

Vodafone Plans

What Terms and Conditions Apply to my Vodafone Plan Product?

- (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 1300 650 410 or visit vodafone.com.au.

Important Things You Need to Know

Availability

- (a) The Products are for personal use only, and are not available to medium to large business/corporate and commercial customers. Medium to large business/corporate and commercial customers should contact Vodafone for information about Vodafone’s business products.
- (b) The Products are available to credit approved customers only.
- (c) Unless otherwise stated, only one **Vodafone Plan** together with a maximum of one Vodafone Bundled Mobile Broadband Product can be used per connection to the Vodafone network.

- (d) 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) All Vodafone services are subject to device capabilities & network limitations & availability. A compatible 3G+ device is required to access Vodafone 3G+ services. Vodafone 3G+ only available in selected metropolitan areas. Outside of Vodafone 3G+ coverage areas, Broadband Speeds can be achieved in Vodafone 3G coverage areas. Vodafone 3G+ and 3G services include but are not limited to mobile broadband, internet, email, apps, downloading, video streaming and video calling. A compatible 3G device is required to access 3G services. Vodafone 3G works on three different 3G network zones: U2100MHz, U850MHz and U900MHz. You can reach Broadband Speeds within these areas when you have a handset which is compatible to that particular zone/s.. Broadband Speeds not available in any 2G area. Actual speed achieved varies depending on factors such as device capabilities, location & network congestion. See **vodafone.com.au/coverage** for coverage.
- (d) The Terms contain details regarding device compatibility, network capability and availability relating to the "Vodafone" network. However, notwithstanding anything else in our contract with you, we may provide services to you using any telecommunications network we consider appropriate and that network will constitute "our network" for the purpose of the Terms. For more information about the "Vodafone" network, see <http://www.vodafone.com.au/personal/services/coverage/>.

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 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 or 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 Plan** Product’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) For Vodafone Bundled Mobile Broadband Products, all non-data use (eg voice calls, SMS/MMS and content) is charged in addition to your Minimum Monthly Spend. Refer to the Vodafone Postpaid Mobile Broadband terms at www.vodafone.com.au/mbbterms for further information.
- (g) Each call and data charge is rounded up to the nearest cent before GST is included.
- (h) Unless otherwise stated, call usage is billed in blocks of 60 seconds for **Vodafone Plans**. Usage is rounded up to the end of the current block.
- (i) Unless otherwise stated, data usage is billed in per kilobyte blocks.
- (j) 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. 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 Plan Products

Vodafone Plan Products

This table specifies minimum monthly spend pricing and minimum contract terms for Vodafone Plan Products:

Minimum Monthly Spend	Month to Month*	12 month contract term	24 month contract term	Early Exit Fee (N/A for Month to Month)
\$20 SIM Only	\$20	Not Available	Not Available	\$20 x remaining months on contract
\$30	Not available	Not Available	\$720	\$30 x remaining months on contract
\$30 SIM Only	\$30	Not Available	Not Available	\$30 x remaining months on contract
\$35 SIM Only	\$35	Not available	Not Available	\$35 x remaining months on contract
\$40	Not available	Not available	\$960	\$40 x remaining months on contract
\$45 SIM Only	\$45	Not Available	Not Available	\$45 x remaining months on contract
\$50	Not available	Not Available	\$1200	\$50 x remaining months on contract
\$60	Not available	\$720	\$1440	\$60 x remaining months on contract
\$65 SIM Only	\$65	Not Available	Not Available	\$65 x remaining months on contract
\$80	Not available	\$960	\$1920	\$80 x remaining months on contract
\$85 SIM Only	\$85	Not Available	Not Available	\$85 x remaining months on contract
\$100	Not available	\$1200	\$2400	\$100 x remaining months on contract

* Must connect for minimum one month and recurring monthly access fee will be charged until the end of the month in which you notify us you wish to discontinue the service.

Terms for Vodafone Plan Products

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

- (a) You will receive a data allowance or Unlimited BlackBerry® Email (BlackBerry® Internet Service (BIS version)) allowance. Unlimited BlackBerry® Email is not available on \$30 and \$40 Plan Products and \$20 and \$30 SIM Only Plan Products).
- (b) If you have chosen to include Unlimited BlackBerry® email with your Vodafone Plan Product, paragraphs (d) – (i) in the section titled “Unlimited BlackBerry® Email and Internet Browsing Packs Products” below also apply to you.
- (c) Any data allowance which is part of your included value 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 Plan** Product to another **Vodafone Plan** Product once per monthly billing period by calling Vodafone Customer Care, and agreeing to the terms and conditions of the new **Vodafone Plan**. Any credit or other benefits from your existing Product will be forfeited, unless otherwise advised. If you are changing to a less expensive **Vodafone 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 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 Plan** Product (this term does not apply to any month to month 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) – (j) only apply to you if you purchase a Vodafone SIM Only Month to Month Plan Product (these terms and conditions do not apply to any 12 or 24 month **Vodafone SIM Only Product** or **Vodafone Plan** Product):

- (h) Charges for your Vodafone SIM Only Month to Month 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.
- (j) If you add or remove the Vodafone SIM Only Month to Month Plan Product mid billing cycle, the Minimum Monthly spend will be pro-rated.

Unlimited BlackBerry® Email and Internet Browsing Packs Products

This table specifies minimum monthly spend pricing, minimum contract terms and monthly data allowances for Vodafone Unlimited BlackBerry® Email and Internet Browsing Packs 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 left on contract
24 Months	\$10	Unlimited BlackBerry® Email and Internet Browsing (BIS)	\$240	\$5 x remaining months left on contract

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

- (a) Vodafone Unlimited BlackBerry® Email and Internet Browsing Pack Products are available to you if you are connected and remain connected to a valid **Vodafone Plan** Product. If your **Vodafone Plan** Product is cancelled, your Unlimited BlackBerry® Email and Internet Browsing Pack will also automatically be cancelled.
- (b) Minimum monthly spend for Unlimited BlackBerry® Email and Internet Browsing Pack 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 Vodafone Unlimited BlackBerry® Email and Internet Browsing Pack Product. You will be billed until the end of that month.
- (d) Unlimited BlackBerry® Email and Internet browsing pack 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 vodafone.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 Product's included data allowance.
- (g) Download of applications from BlackBerry® World™ is included in your Unlimited BlackBerry® Email and Internet Browsing 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 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 Plan Product's included value?

Payable from included value

This table details all services that can be paid from your **Vodafone Plan** Product's included value (unless stated otherwise), and the charge rate for those services. If a service's rate is stated to be "unlimited", 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. All services other than international roaming are for use from within Australia. 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 must choose 1 option at the time of signing up to your plan and your Infinite option selection cannot be changed.

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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 Plan Product's included value (unless stated otherwise). You will be charged an additional amount for these services at the rates specified in this table.

Plan		\$30	\$40 txt option	\$40 VF to VF Option	50 txt optio	\$50 VF to VF Option	\$60	\$80	\$100
Sim Only		\$20	\$30 txt option	\$30 VF to VF Option	35 txt optio	\$35 VF to VF Option	\$45	\$65	\$85
Service									
Internet on Your Mobile* on Vodafone network within Australia	with data allowance only	200MB Included, then 10c per MB	500MB Included, then 10c per MB	1GB Included, then 10c per MB	1.5GB Included, then 10c per MB	2GB Included, then 10c per MB	5GB Included, then 10c per MB		
Additional rate applies if included data allowance is exhausted		Per kb charging	Per kb charging	Per kb charging	Per kb charging	Per kb charging	Per kb charging		
	with unlimited Blackberry BIS	N/A - cab be purchased seperately			Unlimited Blackberry BIS + 1GB included, then 10c per MB	Unlimited Blackberry BIS + 1.5GB included, then 10 c per MB	Unlimited Blackberry BIS + 2GB included, then 10 c per MB	Unlimited Blackberry BIS + 5GB included, then 10 c per MB	
Additional rate applies if included data allowance is exhausted	10c per MB								
Call to Ask Anything (123)	\$1.30 connction fee + \$1.30c per 60 seconds								
Premium SMS and MMS	Varies, depending on service								
Premium voice and MMS	Varies, depending 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	Price specified at time of purchase								
International Voice Calls	See: Payable from Included Value								
International Video Calls	See: Payable from Included Value								
Call screen	5.5c for the first 10 seconds or 99c per message								
Excluded* internet and data services when using Vodafone Unlimited BlackBerry® Email and and browsing	All excluded services are deducted from your data allowance, and then charged at your additional data rate								
Excluded* services include: Pocket Life, Vodafone Central purchases and downloads, You tube and other video streaming, content purchases or download from any application not loaded by Vodafone or Research In Motion, Premium TXT and Chat, single downloads of 3MB									