

Vodafone Apple® iPad WiFi + 3G Prepaid and Month to Month Mobile Broadband Products

1. What Terms and Conditions Apply to my Vodafone Apple® iPad WiFi + 3G Prepaid or Month to Month Product?

- (a) 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 all 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**”).
- (b) When you agree to purchase a Product you accept the Terms.
- (a) (c) Your contract commences on your acceptance of the Terms, however, for the Apple® iPad WiFi + 3G Month to Month Mobile Broadband Product, the minimum contract term which applies does not commence until your service is activated and for the Apple® iPad WiFi + 3G Prepaid Mobile Broadband Product, any credit expiry period does not start until you have recharged and activated your Prepaid account.
- (d) 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.

2. Postpaid and Prepaid Products, and the Terms

- (a) Vodafone customers can purchase both “Prepaid Products” and “Postpaid Products” from Vodafone. These Product types are explained in this section.
- (b) “Prepaid Products” are purchased entirely in advance, and provide you with a specified amount of credit that you can use on Vodafone Products and services.
- (c) “Postpaid Products” are purchased by issuing you with a bill for Vodafone Products and services that you have already used, or that you have agreed to pay a specified regular amount for. Postpaid Products are usually (although not always) wholly or partly paid in arrears.
- (d) The Terms that apply to you vary depending on whether you purchase a Prepaid Product or a Postpaid Product.

3. Important Things You Need to Know

Availability (Prepaid Products and Postpaid Products)

- (a) The Vodafone contracts and products referred to in the Terms (**Products**) must be used 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 eligible customers and, for Postpaid Products, credit approved customers, only..
- (c) Unless otherwise stated, only one Vodafone Apple® iPad WiFi + 3G Mobile Broadband Product can be used per connection to our network.
- (d) Vodafone's fair use policy applies to all Vodafone Prepaid Products.

Factors affecting availability and performance (Prepaid Products and Postpaid Products)

- (a) You must have a compatible Apple® iPad WiFi + 3G device and a valid Vodafone Micro-SIM inserted in your Apple® iPad WiFi + 3G device to use your Vodafone Apple® iPad WiFi + 3G Mobile Broadband Product. The Apple® iPad WiFi + 3G is not included with any of the Apple® iPad WiFi + 3G Mobile Broadband Products and is not available for purchase from Vodafone.
- (b) Network coverage and many other factors may affect the availability and performance of certain Products.
- (c) Certain Products, services and functions are only available in compatible coverage areas.
- (d) You must have a valid Vodafone Micro-SIM inserted in your Apple® iPad WiFi + 3G in order to make use of your Vodafone Apple® iPad WiFi + 3G Mobile Broadband Product.
- (e) All Vodafone services subject to device capabilities, customer location and network limitations and availability. Apple® iPad WiFi + 3G is a 2100Mhz compatible device for 3G coverage in metro and some regional areas. Apple® iPad is not 900MHz compatible and only GPRS coverage (slower speed) is available in 3G 900Mhz areas. High bandwidth applications, such as video streaming, and full track downloads, only available in Vodafone's 3G Mobile Broadband Zone. Slower speeds can be expected outside Vodafone's 3G Mobile Broadband Zone. See www.vodafone.com.au/coverage for details.
- (f) The Terms and brochures describing Products 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, including (but not limited to) the "Vodafone" networks operated by, for or on behalf of Vodafone Network Pty Limited and Vodafone Australia Pty Limited and the "3" network operated by, for or on behalf of Vodafone Hutchison Australia Pty Limited. For more information about these networks, see the coverage maps available at www.vodafone.com.au/coverage and www.three.com.au/coverage

Data services (Prepaid Products and Postpaid Products)

- (a) A data session starts when you first connect to data services and ends when you disconnect from data services.
- (b) Included Data must only be accessed through an Apple® iPad WiFi + 3G device when using a Vodafone Micro-SIM. Included Data must not be used on any other device.
- (c) For Vodafone's Apple® iPad WiFi + 3G Prepaid Mobile Broadband Product, a minimum balance is required to start a browsing session.
- (d) When using data Products, some internet services, including web sites and email, may not be accessible.
- (e) Subject to your rights under the *Trade Practices Act 1974* or other relevant legislation, Vodafone does not make any warranty regarding any software or data provided to you, including with respect to how that software or data operates on your computer or interacts with your other applications.
- (f) Unless otherwise stated, data usage is measured as the combination of both data you send (upload) and receive (download) over our network.

Rates and charges (Postpaid Products only)

- (a) 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. Depending on the Product this may be in addition to any applicable handset or device payments and additional or excluded call, data or service costs. Early Exit Fees are set out in the pricing table for your Product.
- (b) 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.
- (c) If your usage of a Product exceeds your included value, or you use a Product that is not payable from your included value, 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 in the relevant month, that included value is forfeited, is not refundable, and will not carry over into any other month.
- (e) Each charge is rounded up to the nearest cent before GST is included.
- (f) All rates and charges are subject to change. We will comply with relevant regulations and industry codes with respect to such changes.

Rates and types of credit and credit expiry (Prepaid Products only)

- (a) Details of the rates and charges which apply to the Products are contained in the Terms.
- (b) Credit may be expressed in any manner, including as a monetary value or as a quantity of a specified Product.
- (c) Vodafone Apple® iPad WiFi + 3G Prepaid Mobile Broadband Products have a credit expiry period. Credit expiry periods are specified for each Vodafone Apple® iPad WiFi + 3G Prepaid Product in section 3 below.
- (d) Unless otherwise stated, if you change from a Vodafone Apple® iPad WiFi + 3G Prepaid Product to any Vodafone "Postpay" Product, any unused credit from your Vodafone

Apple® iPad WiFi + 3G Prepaid Product is forfeited, is not refundable, and cannot be carried over to your new Vodafone Product.

- (e) If you have \$9.95, \$14.95, \$29, \$49, \$100 or \$150 Apple® iPad WiFi + 3G Prepaid Mobile Broadband Product and you recharge your Vodafone Apple® iPad WiFi + 3G Prepaid Mobile Broadband Product before the end of the Credit Expiry Period, unused Included Data will be rolled over, provided you do not exceed the maximum balance of 14GB. Any credit in excess of the maximum balance is forfeited, is not refundable, and cannot be carried over to any other Product.
- (f) If you do not recharge before the Credit Expiry Period elapses, any unused credit for that Product is forfeited, is not refundable, and cannot be carried over to any other Product.

Billing (Postpay Products only)

- (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. These charges 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.
- (d) Your Included Data may appear on your bill as two separate entries (for example, for the Vodafone Apple® iPad WiFi + 3G \$15 Month to Month Mobile Broadband Product, the 1.5GB of included data may appear on your bill as one entry of 1GB and a second entry of 500MB).

4. Vodafone Apple® iPad WiFi + 3G Prepaid Mobile Broadband

These tables specify types of credit that are provided if you purchase a Vodafone Apple® iPad WiFi + 3G Prepaid Mobile Broadband Product:

Micro-Sim Starter Pack*	Included Data	Credit Expiry Period
\$14.95	1.5GB	30 days

* Micro-Sim Starter Pack includes a Vodafone Micro-Sim

Recharge price	Included Data	Credit Expiry Period
\$9.95	250 MB	30 days
\$14.95	1 GB	30 days
\$29	4 GB	30 days
\$49	10 GB	30 days
\$100	6 GB	180 days
\$150	12 GB	365 days

* Must not be used on illegal Peer-to-Peer file sharing services.

(a) You must meet the minimum system requirements as specified by Vodafone to use Apple® iPad WiFi + 3G Prepaid Mobile Broadband Products.

(b) Included Data is for use in Australia only.

(c) Vodafone Apple® iPad WiFi + 3G Prepaid Mobile Broadband Products can only be purchased using an eligible Australian credit card via www.vodafone.com.au/ipad.

(d) Usage is calculated in per MB increments.

(e) The Vodafone Mobile Broadband dashboard will only show approximate Included Data used.

(f) Unless otherwise stated, credit provided with Vodafone Apple® iPad WiFi + 3G Prepaid Mobile Broadband Products can only be used for data services, and cannot be used for other services such as online content purchases.

5. Vodafone Apple® iPad WiFi + 3G Month to Month Mobile Broadband Products (Postpaid Product)

This table specifies minimum monthly spend pricing and monthly data allowance for Vodafone Apple® iPad WiFi + 3G Month to Month Mobile Broadband Products:

Contract Term	Minimum Monthly Spend	Contract Minimum Spend	Included Data	Early Exit Fee
Monthly	\$15	\$15	1.5GB	N/A
Monthly	\$29	\$29	4GB	N/A
Monthly	\$39	\$39	10GB	N/A
Monthly	\$49	\$49	12GB	N/A
Monthly	\$59	\$59	16GB	N/A

Additional Data Price – Australia: 2c per MB, charged per KB.

Additional Data Price – International: 1c per KB (minimum session of 10KB)

The following terms and conditions apply to you if you purchase a Vodafone Apple® iPad WiFi + 3G Month to Month Mobile Broadband Product:

- (a) You must have a compatible Apple® iPad WiFi + 3G device to use a Month to Month Mobile Broadband Product. The Apple® iPad WiFi + 3G is not included with any of the Vodafone Apple® iPad WiFi + 3G Mobile Broadband Products and is not available for purchase from Vodafone.
- (b) Data allowances can only be used in Australia on Vodafone networks. Data usage outside Australia is charged at the Additional Data Price – International rate.
- (c) If you exhaust your Included Data allowance, additional data usage will be charged at the Additional Data Price – Australia rate.
- (d) Any non-data use (eg content) is charged in addition to your data plan.
- (e) Unless otherwise stated, charges for your Vodafone Apple® iPad WiFi + 3G Month to Month Mobile Broadband Product are in addition to any handset/device repayments (if applicable) and any costs for excluded data usage.
- (f) The Minimum Monthly Spend is payable for each full monthly billing cycle in advance and is non-refundable. All other charges are billed at the end of the monthly billing cycle in arrears.
- (g) If you add the Vodafone Apple® iPad WiFi + 3G Month to Month Mobile Broadband Product mid billing cycle, the Minimum Monthly Spend and any applicable bundle discount will be pro-rated.
- (h) Once connected to a Vodafone Apple® iPad WiFi + 3G Month to Month Mobile Broadband Product, you must remain connected for at least one full billing cycle. You will remain connected, and you will be charged at least the Minimum Monthly Spend, until you tell Vodafone to stop your Vodafone Apple® iPad WiFi + 3G Month to Month Broadband Product, in which case you will be charged until the end of the then-current month.