

# Terms & Conditions

## Vodafone Mobile Broadband Business Plans

### 1. What Terms and Conditions Apply to my Vodafone Mobile Broadband 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](http://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) Vodafone's Fair Use Policy applies to any unreasonable use of Products. This includes use of any "unlimited" or "infinite" offerings. See [www.vodafone.com.au/aboutvodafone/legal/fairusepolicy](http://www.vodafone.com.au/aboutvodafone/legal/fairusepolicy)
- 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.
- h) For more information, call Vodafone on 135 888 or visit [vodafone.com.au/business](http://vodafone.com.au/business).



## 2. 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 referred to in the terms are only available on selected devices and handsets nominated by Vodafone.
- c) The Products are available to eligible and credit approved customers only with an ACN/ABN.
- d) Unless otherwise stated, only one Vodafone Mobile Broadband Business Product can be used per connection to our network.
- e) Devices may be locked to our network. A fee may apply to unlock.

### 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 4G, 3G+ and 3G services are mobile broadband, internet, email, apps, downloading, video streaming and video calling. You can use Vodafone 4G if you have an eligible phone plan and have been switched over to the 4G network. To use 4G and 3G+ you'll also need a compatible device and be in a selected major metropolitan area. 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 network 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. 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](http://vodafone.com.au/coverage) for coverage. You agree to refer to [vodafone.com.au/coverage](http://vodafone.com.au/coverage) for coverage details and [vodafone.com.au/devicefrequency](http://vodafone.com.au/devicefrequency) for details of devices and their frequencies before purchase, so that you can confirm that for your intended use of the services, your address/es are located in the appropriate Vodafone coverage areas and that the device you wish to select is compatible with the Vodafone coverage area where your address/es are located.
- d) The Terms contain details regarding device compatibility, network compatibility 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 [vodafone.com.au/coverage](http://vodafone.com.au/coverage).



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### Data services

- a) For data Products, a data session starts when you first connect to data services and ends when you disconnect from data services.
- b) When using data Products, some internet services, including websites 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).

### Data services access devices

- a) It is your responsibility to confirm that data services access hardware (including any Modem or Pocket WiFi™ device) is compatible with each PC, laptop or other computing device that you will use your Product with (if appropriate).
- b) Non-Vodafone supplied USB or Wifi Modems or Tablet devices can only work on our network if they are compatible, unlocked, and have not been reported as lost or stolen devices.
- c) Vodafone is not required to provide you with technical support if you use non-Vodafone supplied data services hardware (such as your own USB or Wifi Modem or Tablet device), although Vodafone may do so at its discretion.
- d) The Pocket WiFi™ Pro device can operate with a maximum of 5 WiFi enabled devices at any one time.
- e) The Pocket WiFi™ Extreme and Pocket WiFi 4G device can operate with a maximum of 10 WiFi enabled devices at any one time. The Huawei WiFi Cube 4G device can operate with a maximum of 32 WiFi enabled devices at any one time.

### Rates and charges

- a) Some Products have a minimum contract term. If your contract is terminated before the end of this term, your services will end and you may also be required to pay fees, such as an Early Exit Fee or a Handset/Hardware Recovery 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) You may change from one Vodafone Mobile Broadband Business Plan Product to another Vodafone Mobile Broadband Business Plan Product once per monthly billing period by calling Vodafone Customer Care, and agreeing to the terms and conditions of the new Vodafone Mobile Broadband Business Plan. Any credit or other benefits from your existing Plan will be forfeited, unless otherwise advised. If you are changing to a less expensive Vodafone Mobile Broadband Business Plan Product 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.
- c) 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.
- d) 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.



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- e) 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.
- 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, data usage is charged in per kilobyte blocks.
- 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.
- e) Your Included Data may appear on your bill as two separate entries (for example, for the Vodafone \$30 Month to Month Mobile Broadband Business Product, the 4GB of included data may appear on your bill as one entry of 2GB and a second entry of 2GB).



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### 3. Terms for Vodafone Month to Month Mobile Broadband Business Plan Products

The below table specifies minimum monthly spend pricing and monthly data allowance for Vodafone Month to Month Mobile Broadband Business Products:

Plan name	Contract Term	Minimum Monthly Spend	Contract Minimum Spend	Monthly Included Data
Mobile Broadband Business 4GB \$30 MtM	Monthly	\$30*	\$30	4GB
Mobile Broadband Business 8GB \$45 MtM	Monthly	\$45*	\$45	8GB
Mobile Broadband Business 12GB \$65 MtM	Monthly	\$65*	\$65	12GB
Mobile Broadband Business 25GB \$90 MtM	Monthly	\$90*	\$90	25GB
Mobile Broadband Business 50GB \$140 MtM	Monthly	\$140*	\$140	50GB

\*Customers on a Month to Month Mobile Broadband Business Product can either bring their own compatible Tablet/Modem or 3G/Vodafone 3G+/4G enabled device, or purchase a modem outright from Vodafone. When you purchase a device from Vodafone you will pay upfront, with the charge appearing on your first bill.

**Additional Data Price – Australia:** additional data is automatically added for \$10 per 1GB (\$0.01/MB)

**Additional Data Price – International:** Rates vary check [Vodafone.com.au](http://Vodafone.com.au)

#### The following terms and conditions apply to you if you purchase a Vodafone Month to Month Mobile Broadband Business Product:

- a) You must have a compatible USB Modem, Pocket WiFi™ or Tablet device or 3G or 4G compatible device to use a Month to Month Mobile Broadband Business Product.
- 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) All non-data use (e.g. voice calls, SMS/MMS and content) is charged in addition to your data plan. Refer to Section 5 – "Rates and Charges for Non-Data Use on Month to Month and 24 Month Standard Mobile Broadband Business Products" for further details.
- e) Unless otherwise stated, charges for your Vodafone Month to Month Mobile Broadband Business Product are in addition to any handset/device repayments (if applicable) and any costs for excluded usage or additional 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.



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- g) If you add the Month to Month Mobile Broadband Business Product mid billing cycle, the Minimum Monthly Spend and any applicable bundle discount will be pro-rated.
- h) Once connected to a Month to Month Mobile Broadband Business 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 Month to Month Mobile Broadband Business Product, in which case you will be charged until the end of the then-current month.

### 4. Terms for Vodafone 24 Month Standard Mobile Broadband Business Plan Products

The below table specifies minimum monthly spend pricing and monthly data allowance for Vodafone 24 Month Standard Mobile Broadband Products:

Plan name	Contract Term	Minimum Monthly Spend	Contract Minimum Spend	Monthly Included Data	Early Exit Fee
Mobile Broadband Business 4GB \$30 24M	24 Months	\$30 plus any applicable device/tablet payment	\$720 plus any applicable device/tablet payment	4GB	\$30 x remaining months on contract plus full remaining amount of any applicable device/tablet payment
Mobile Broadband Business 8GB \$45 24M	24 Months	\$45 plus any applicable device/tablet payment	\$1,080 plus any applicable device/tablet payment	8GB	\$45 x remaining months on contract plus full remaining amount of any applicable device/tablet payment
Mobile Broadband Business 12GB \$65 24M	24 Months	\$65 plus any applicable device/tablet payment	\$1,560 plus any applicable device/tablet payment	12GB	\$65 x remaining months on contract plus full remaining amount of any applicable device/tablet payment
Mobile Broadband Business 25GB \$90 24M	24 Months	\$90 plus any applicable device/tablet payment	\$2,160 plus any applicable device/tablet payment	25GB	\$90 x remaining months on contract plus full remaining amount of any applicable device/tablet payment
Mobile Broadband Business 50GB \$140 24M	24 Months	\$140 plus any applicable device/tablet payment	\$3,360 plus any applicable device/tablet payment	50GB	\$140 x remaining months on contract plus full remaining amount of any applicable device/tablet payment

**Additional Data Price – Australia:** additional data is automatically added for \$10 per 1GB (\$0.01/MB)

**Additional Data Price – International:** Rates vary check [Vodafone.com.au](http://Vodafone.com.au)

**The following terms and conditions apply to you if you purchase a Vodafone 24 Month Standard Mobile Broadband Business Product:**

- a) You must have a compatible USB Modem, Pocket WiFi™ or Tablet device or 3G or 4G compatible device to use a 24 Month Standard Mobile Broadband Business Product.
- 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.



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- c) If you exhaust your Included Data allowance, additional data usage will be charged at the Additional Data Price – Australia rate.
- d) All non-data use (e.g. voice calls, SMS/MMS and content) is charged in addition to your data plan. Refer to Section 5 – "Rates and Charges for Non-Data Use on Month to Month and 24 Month Standard Mobile Broadband Business Products" for further details.
- e) Unless otherwise stated, charges for your Vodafone 24 Month Standard Mobile Broadband Business Product are in addition to any handset/device repayments (if applicable) and any costs for excluded usage or additional 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 24 Month Standard Mobile Broadband Business Product mid billing cycle, the Minimum Monthly Spend and any applicable bundle discount will be pro-rated.
- h) You may suspend your contract for between 1 and 3 consecutive calendar months once during the Contract Term. You will be charged a fee for each month your contract is suspended. Your Contract Term will be extended by the period of any suspension.



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### 5. Rates and Charges for Non-Data Use on Month to Month and 24 Month Standard Mobile Broadband Business Products

Vodafone Month to Month and 24 Month Standard Mobile Broadband Business Products include a fixed amount of data only. This table details other Products that you can purchase from Vodafone via your Mobile Broadband SIM Card, or where applicable, Vodafone Micro or Nano-SIM or Multifit SIM, but which **cannot be paid for** from your included value (unless stated otherwise). You will be charged an additional amount for these Products at the rates specified in this table.

Services you can purchase for an additional charge	Rate
Standard National Voice Calls	40c Call Connection fee + 98c per minute (charged per minute)
Standard International Voice Calls	Varies - check <a href="http://vodafone.com.au">vodafone.com.au</a>
Standard National Video Calls	40c Call Connection fee + \$1.47 per minute (charged per minute)
Standard International Video Calls	Varies - check <a href="http://vodafone.com.au">vodafone.com.au</a>
Standard National & International TXT up to 160 characters	30c per message
Standard National & International PXT®	55c per message
Standard National & International Video PXT®	55c per message
Voicemail within Australia	40c Call Connection fee + 98c per minute (charged per minute)
1223 Directory Assistance	\$2.60 Call Connection fee + standard voice call rates if thru-connected
Standard National 13 and 1300 Numbers	40c Call Connection fee + \$1.47 per minute (charged per minute)
Standard National 1800 Numbers	Infinite
Standard National other 18 Numbers	40c Call Connection Fee + \$1.47 per minute (charged per minute)
Customer Care Calls (calls to 1555) within Australia	0c
International Roaming	Varies, go to <a href="http://vodafone.com.au">vodafone.com.au</a>
Vodafone Central content purchase	Price specified at time of purchase
123- Ask Us Anything	\$1.30 per minute billed per minute plus \$1.30 call connection fee.
CallScreen	55c for the first 10 seconds or 99c per message
STK Alerts and Content Downloads	Price specified at time of purchase.
Premium TXT/PXT®	Varies depending on service

All prices mentioned are including GST.

