

Terms & Conditions: Vodafone Business Advance Tablet Plans

1. What Terms and Conditions Apply to my Vodafone Business Advance Tablet 24 Month SIM Only and Vodafone Business Advance Tablet Tech Fund 24 Month 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, terms and conditions which are available online and which are identified as applying specifically to any element of your Plan, 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. 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
- h. 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.
- i. For more information, call Vodafone on 135 888 or visit vodafone.com.au/business.

2. Important Things You Need to Know

Availability

- a. The Products are for small to medium business use only. They are also available to large business/corporate and commercial customers (including Enterprise Choice customers) on prior invitation and approval.
- b. The Products are only available to credit approved customers with an ABN or ACN.
- c. Data offerings for the Business Tablet Tech Fund 24 Month Plans and Business Tablet 24 Month SIM Only Plans (collectively, the **Advance Tablet Plans**) are only for standard access in Australia to data directly from your device and only for your individual use. This offering is not for you if you plan to do any of the following: use encryption for the purposes of bypassing tethering detection; use any Application that is designed to avoid tethering detection for the objective of bypassing speed controls; or any other activity which does not involve standard individual data usage (Non-Standard Data Usage).
- d. Vodafone reserves the right to determine other activities to be Non-Standard Usage or Non-Standard Data Usage, where such activities are of a commercial nature and/or do not involve standard individual data usage that Vodafone considers to be non-standard usage.
- e. Unless otherwise stated, only one Product can be used per connection to our network.
- f. 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. You must have a valid Vodafone Multi-fit Standard/Micro/Nano-SIM inserted into your Apple® iPad, or tablet as suitable for your chosen plan.

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- d. Certain Products, services and functions are only available if used in conjunction with a compatible device and if in a compatible coverage area. Not all devices are compatible with our network.
- e. 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, network coverage and if you are roaming. Broadband Speeds not available in any 2G area. See vodafone.com.au/coverage for coverage. You agree to refer to vodafone.com.au/coverage for coverage details and 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.
- f. If from time to time we provide additional Services in Australia, where you may Roam on a network in a Non-Vodafone Coverage Area, we may also restrict the availability or the speeds of some Services, such as Data Services, in the Non-Vodafone Coverage Area. To see the Vodafone Coverage Areas covered by the Vodafone Network please go to <http://www.vodafone.com.au/network/coverage-checker>.
- g. The Terms contain details regarding device compatibility, network capability and availability when using our Service.

PIN Security

- a. You will be issued a Primary Account PIN. You must keep this Primary Account PIN confidential and must not disclose the Primary Account PIN to any other person, including those who are entitled to be connected to your Product(s). Doing so will compromise privacy across the entire range of connections to your account (for example, the call records, usage information of each connection to your Product(s) may become visible and accessible by all other users in the group if the Primary Account PIN is shared). Disclosure of your Primary Account PIN may also compromise the security of sensitive information such as credit card details, and will allow those with access to the PIN to, amongst other things, add or change services connected to your account and/or purchase additional hardware.

Sharing

- a. All Business Advance BYO Plan Products and Business Advance Plan Products (**Advance Products**), Business Advance Tablet 24 Month SIM Only Plan Products and Business Advance Tablet Tech Fund 24 Month Plan Products (**Advance Tablet Products**) and Enterprise Customer Pilot Plan Products (**Pilot Products**) are not eligible for sharing, meaning they do not allow you to share your Plan inclusions with any other Plan.
- b. Similarly, if you already have a Vodafone Postpaid Voice Plan released on or after 2 September 2016 or a Vodafone Business Flex (Voice) Plan or a Vodafone Business Flex Mobile Broadband Plan (**Eligible Sharing Products**) and you purchase an Advance Product or Advance Tablet Product, you will not be able to share your Eligible Sharing Products inclusions with your Advance Product or Advance Tablet Product inclusions or vice a versa.
- c. If you do have both an Eligible Sharing Product and an Advance Product or Advance Tablet Product these will operate as separate accounts and you will receive a separate bill for each account. There is more information under Section 2 - 'Billing'.

Data Services

- a. For Products that provide data access capabilities, a data session:
 - i. **starts** when you begin internet activity, either directly or indirectly* on your mobile device; and
 - ii. **ends** when your data connection is lost. This will happen when:
 1. you turn your mobile device off;
 2. turn your data connection off;
 3. switch to flight mode;
 4. when you lose network reception; or
 5. your mobile device has not sent or received data for a period of time.

*Direct internet activity is when you prompt your mobile device to send or receive data from the internet. For example; when you send an email. Indirect internet activity is when your mobile device or mobile

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applications are set up to send or receive data from the internet on your behalf. Examples include (but are not limited to): Email notifications via Gmail, notification of Tweets or Facebook posts which mention you and software or weather updates.

- 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).

Data service access devices

- a. Advance Tablet Plans are not suitable to be used with Mobile Broadband modems or for more than one device at a time. They should only be purchased and used with a single tablet or iPad.
- b. Non-Vodafone supplied 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 Tablet device, although Vodafone may do so at its discretion.

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. If usage of a Product exceeds any part of your Plan Allowance, or you use a service that is not payable from your Plan Allowance, you will be charged an amount additional to your minimum monthly spend.
- c. Unless otherwise stated, if you do not use all your included Plan Allowance in the relevant month, any remaining Plan Allowance is forfeited, is not refundable, and will not carry over into any other month.
- d. There are no Additional Data charges for these Products while using data within Australia (however, if you exceed the Your Max Speed data allowance while using \$5 Roaming, Additional Data charges will apply – see "Section 2 – "International Roaming" below for more details). Once the Your Max Speed data allowance included in your plan (see the section of the Terms titled "Vodafone Rates: What is included in my Product's Plan Allowance" for full details) has been exhausted, any additional data usage within the Vodafone Coverage Area in Australia in that billing month on your account will be restricted to up to a maximum speed of 1.5Mbps. The actual speeds you experience will vary - see "Section 2 - Factors Affecting Availability and Performance" above for more details.
- e. If you are overseas and not in an Eligible Country or not opted in to \$5 Roaming, rates for Additional Data vary, check vodafone.com.au/roaming for more info.
- f. Unless otherwise stated, Section 4 below titled "Vodafone Rates: What is Included in my Product's Plan Allowance?" Specifies which services are or are not included with your included Plan Allowance and the rate at which additional and excluded services will be charged. 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.

Moving Plans

- a. You may change from one Business Advance Tablet 24 Month SIM Only Plan Product to another Business Advance Tablet 24 Month SIM Only Plan Product; or from one Business Advance Tech Fund 24 Month Plan Product to another Business Advance Tech Fund 24 Month Plan Product once per monthly billing period by calling Vodafone Customer Care and agreeing to the terms and conditions of the new Product.
- b. Any credit or other benefits from your existing Product will be forfeited, unless otherwise advised. If you are changing to a less expensive Business Advance Tablet 24 Month SIM Only Plan Product or a Business Advance Tech Fund 24 Month Plan Product or from any Product to a prepay Product, fees, including an Early Exit Fee or Plan Change Fee may apply.

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- c. You cannot change from a Business Advance Tablet Tech Fund 24 Month Plan Product to a Business Advance Tablet 24 Month SIM Only Plan Product and vice versa.
- d. If you move to another Product in the middle of your billing period then your inclusions will be applied in full for the pro-rated period.
- e. Any Product change will take effect from the start of your next monthly billing period. Contact Vodafone Customer Care for more information.

International Roaming

- a. By purchasing a Product, you accept the Vodafone International Mobile Roaming terms and conditions, which are available at vodafone.com.au/roaming.
- b. Your Max Speed data allowance and any Additional Data allowances you have triggered can be used in Australia, on Vodafone networks. You can also use Your Max Speed data allowance and any applicable Additional Data overseas while you:
 - i. remain opted-in to Vodafone \$5 Roaming (you are automatically opted-in to \$5 Roaming upon activation however you can opt-out at any time by contacting Customer Care); and
 - ii. are roaming in an Eligible Country.
- c. In return for this service, when you perform a Trigger Event (which includes using any amount of data) in an Eligible Country on any given day, we will apply the **Daily Charge** to your account. For the avoidance of doubt, the \$5 Daily Charge is payable per day per service – so, by way of example, if you have two Advance Tablet Plans both perform a Trigger Event on the same day, the \$5 Daily Charge will be payable for **both** services.
- d. The \$5 Roaming Daily Charge is charged in addition to your Plan fees.
- e. For the avoidance of doubt, you can only use Your Max Speed data allowance while \$5 Roaming, not the remaining data which continues at 1.5Mbps while in Australia. Once Your Max Speed data allowance has been exhausted, any additional data usage in that billing month on your account while \$5 Roaming will be charged in blocks of 1GB for a cost of \$10 per block (**Additional \$5 Roaming Data**). There is no limit to how many Additional \$5 Roaming Data blocks you can trigger. Additional \$5 Roaming Data can only be used while roaming in an Eligible Country, will expire at the end of the billing month in which it is triggered and cannot be transferred, exchanged or redeemed for cash. Additional \$5 Roaming Data cannot be used in Australia or any other country which is not an Eligible Country. Charges for Additional \$5 Roaming Data cannot be paid from your Product's Plan Allowance and will be charged on top of your minimum monthly spend.
- f. \$5 Roaming is limited to a maximum usage of 90 days per calendar year. We may remove Vodafone \$5 Roaming from your service if you do not comply with this condition.
- g. If you opt-out of Vodafone \$5 Roaming, or if you are opted-in but are roaming in a country which is not an Eligible Country, you will be charged according to Vodafone Pay-As-You-Go rates which can be found at [Vodafone.com.au/roaming](http://vodafone.com.au/roaming).
- h. Eligible Countries are subject to change. For a list of current countries, go to vodafone.com.au/roaming.
- i. For full terms and conditions in relation to Vodafone \$5 Roaming, and for details on the Daily Charge, Eligible Countries, Trigger Event(s) and Vodafone Pay-As-You-Go rates, please go to vodafone.com.au/roaming.

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. For customers with several Plans on the same billing account, only the account holder will receive a bill. This bill will show the total for all the Plans and the individual Plan summary.
- c. Paperless billing is the default bill 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.

Checking your usage

- a. Check your call, TXT and data use here and overseas by calling us for free from your Vodafone Mobile on 1555 (when in Australia) or +61 414 141 414 (when overseas). Only the primary account holder may access this information.

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3. Terms for Vodafone Business Advance Tablet 24 Month SIM Only and Vodafone Business Advance Tablet Tech Fund 24 Month Plan Products

General Terms

- a. Advance Tablet Plan Products include an allowance of Your Max Speed Data. Your Max Speed means the maximum speed the Vodafone network can deliver to your handset or device at the time and place you are using data. The actual speeds you experience will vary – see "Section 2 – Factors Affecting Availability and Performance" above for more details.
- b. All non-data use (e.g. voice calls) are charged in addition to your data Plan. Refer to Section 5 - "Rates and Charges for Non-Data Use on Products" for further details.
- c. Unless otherwise stated, charges for your Advance Tablet Plan Product are in addition to any handset/device repayments (if applicable), and any costs for excluded usage or additional data usage.
- d. 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.
- e. Any data allowance which is part of your Product (including a Vodafone Add-On Product, if applicable) is only available for use via your compatible handset.
- f. Once the Your Max Speed Data allowance included in your Plan (see Section 4 for details) has been exhausted, any additional data usage within the Vodafone Coverage Area in Australia in that billing month on your account will be restricted to up to a maximum speed of 1.5Mbps. The actual speeds you experience will vary - see "Section 2 – Factors Affecting Availability and Performance" above for more details.

4. Vodafone Rates: What is included in my Product's Plan Allowance?

4.1 Vodafone Business Advance Tablet 24 Month SIM Only Plans

Vodafone Business Advance Tablet 24 Month SIM Only Plans							
Product	Contract Term	Minimum Monthly Spend	Total Minimum Cost	One Off Tech Fund Included?	Monthly Included Data	Early Exit Fee (EEF)	International Roaming – is this Plan eligible for \$5 Roaming? See "International Roaming" in Section 2 above for more info
\$25	24 months	\$25	\$600	No – Must BYO device or purchase a device from Vodafone for an additional amount.	5GB at Your Max Speed then data available at speeds of up to 1.5Mbps	\$12.50 x remaining months on contract	Yes. \$5 Roaming applies while in Eligible Countries and Pay-As-You-Go roaming rates apply when in other countries (subject to the terms set out in "International Roaming" in Section 2 above).
\$35	24 months	\$35	\$840	No – Must BYO device or purchase a device from Vodafone for an additional amount.	15GB at Your Max Speed then data available at speeds of up to 1.5Mbps	\$17.50 x remaining months on contract	

In addition to the terms set out above at sections 1-3 above, the following terms and conditions apply to you if you purchase a Vodafone Business Advance Tablet 24 Month SIM Only Plan:

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4.1.1 In order to purchase a Vodafone Business Advance Tablet 24 Month SIM Only Plan, you must bring your own compatible tablet or purchase on outright from us with cash or credit card at the point of sale. You can also purchase a tablet under Mobile Payment Plan ('MPP') over 12, 24 or 36 months.

4.2 Vodafone Business Advance Tech Fund 24 Month Plans

Vodafone Business Advance Tablet Tech Fund 24 Month Plans							
Product	Contract Term	Minimum Monthly Spend	Total Minimum Cost	One Off Tech Fund Included ?	Monthly Included Data	Early Exit Fee (EEF)	International Roaming - is this Plan eligible for \$5 Roaming? See "International Roaming" in Section 2 above for more info
\$50	24 months	\$50	\$1,200	Yes	5GB at Your Max Speed then data available at speeds of up to 1.5Mbps	\$25 x remaining months on contract plus any applicable phone repayments	Yes. \$5 Roaming applies while in Eligible Countries and Pay-As-You-Go roaming rates apply when in other countries (subject to the terms set out in "International Roaming" in Section 2 above).
\$70	24 months	\$70	\$1,680	Yes	15GB at Your Max Speed then data available at speeds of up to 1.5Mbps	\$35 x remaining months on contract plus any applicable phone repayments	

In addition to the terms set out above at sections 1-3 above, the following terms and conditions apply to you if you purchase a Vodafone Business Advance Tablet Tech Fund 24 Month Plan:

- 4.2.1 The Technology Fund will be established at the date your Product is first connected.
- 4.2.2 The Technology Fund can be used towards the purchase of hardware (at the non-discounted, outright price as set by Vodafone at the time of redemption) chosen from a select range as determined by Vodafone from time to time and communicated to you.
- 4.2.3 Contact Vodafone Customer Care or your account manager to discuss the specific Technology Fund allowance available with your particular Plan.
- 4.2.4 The devices you purchase must remain connected to "our Network" for at least the Minimum Term.
- 4.2.5 The Technology Fund is not transferable, exchangeable or redeemable for cash nor can it be used as a credit against call, data, service or any other charges you incur with Vodafone.
- 4.2.6 Upon the termination or renewal of your contract, or upon expiry of your Minimum Term, or if you at any time change your Product to another Product which is not also a Vodafone Business Advance with Tech Fund 24 Month Plan Product, any unredeemed amount remaining in the Technology Fund will immediately be forfeited and will not be refundable, exchangeable, transferable or capable of being rolled over to any new contract. Your Technology Fund will not be increased if you are moving to a Vodafone Business Advance with Tech Fund 24 Month Plan Product that would normally offer a higher Technology Fund than your original Product.

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4.3 Vodafone Your Max Speed Data Booster Product

Vodafone Your Max Speed Data Booster				
Product	Contract Term	Minimum Monthly Spend	Included Your Max Speed Data Allowance	International Roaming - is this Plan eligible for \$5 Roaming? See "International Roaming" in Section 2 above for more info
\$10	Until the end of the billing month following the one in which you purchase	\$10	5GB	Yes. \$5 Roaming applies while in Eligible Countries and Pay-As-You-Go roaming rates apply when in other countries (subject to the terms set out in "International Roaming" in Section 2 above).

In addition to the terms set out above at sections 1-3 above, the following terms and conditions apply to you if you purchase a Vodafone Your Max Speed Data Booster:

- 4.3.1 The Your Max Speed Data Booster Product is available to customers who are connected to and remain connected to any Vodafone Red Plus Month to Month Plan, Vodafone 12 Month SIM Only Plus Plan, Vodafone Business Advance BYO Plan Product, Vodafone Business Advance Plan, Vodafone Business Advance Tablet Tech Fund 24 Month Plan, Vodafone Business Advance Tablet 24 Month SIM Only Plan, Vodafone Enterprise Customer Pilot Plan, Vodafone Red Tablet Plus Plan or a Vodafone Tablet 12 Month SIM Only Plus Plan.
- 4.3.2 The Your Max Speed Data Booster Product includes an additional allowance of Your Max Speed data which is the maximum speed the Vodafone network can deliver to your device at the time and place you are using data. Once the included allowance of Your Max Speed data with the Your Max Speed Data Booster Product is exhausted, further data use will be available within Australia at no charge at speeds of up to 1.5Mbps, unless you purchase another Your Max Speed Data Booster Product. For charges that will apply while \$5 Roaming or if roaming in PAYG Rates once Your Max Speed data is exhausted, refer to the Vodafone Rates Tables below.
- 4.3.3 The Your Max Speed Data Booster Product is not recurring – it is purchased on a one-off basis and all inclusions will expire at the end of the billing month following the one in which it is purchased.
- 4.3.4 If you do not use all your included Your Max Speed data in the billing month following the one in which you purchase Your Max Speed Data Booster Product, any remaining allowance is forfeited, is not refundable and cannot be carried over to any future Your Max Speed Data Booster Product that may be purchased.
- 4.3.5 You can use the Your Max Speed data allowance included with the Your Max Speed Data Booster Product in Australia and while using \$5 Roaming in \$5 Roaming countries. It cannot be used in any country which is not a \$5 Roaming country.
- 4.3.6 The Your Max Speed Data Booster Product will share between two or more Vodafone Red Plus Month to Month Plans, Vodafone 12 Month SIM Only Plus Plans, Vodafone Red Tablet Plus Plan or Vodafone Tablet SIM Only Plus 12 Month Plan on your account, but is not shareable with or between Vodafone Business Advance BYO Plan Product, Vodafone Business Advance Plans, Vodafone Business Advance Tablet Tech Fund 24 Month Plans, Vodafone Business Advance Tablet 24 Month SIM Only Plans or Vodafone Enterprise Customer Pilot Plans.
- 4.3.7 The Minimum Monthly Spend of a Your Max Speed Data Booster Product will not be pro-rated when purchased or cancelled part way through a billing month.
- 4.3.8 You may purchase more than one Your Max Speed Data Booster Product within the same billing cycle and data will accumulate.
- 4.3.9 If eligible Voice or Tablet plan is cancelled, any active Your Max Speed Data Booster Product will also be cancelled.

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5. Vodafone Rates: What is not included in my Product's Plan Allowance?

Rates and Charges for Non-Data Use on Products - Not payable from Included Value

Advance Tablet Plan Products include data allowance only. This table details other Products that you can purchase from Vodafone via Advance Tablet Plan Product, but which **cannot be paid for** from your included value (unless stated otherwise). You will be charged an additional amount on top of your minimum monthly spend for these Products at the rates specified in this table.

Other services <small>Those services you can purchase for an additional charge</small>	Rate <small>All prices mentioned are including GST.</small>
Standard National Voice Calls	98c per minute (charged per minute) + 40c Call Connection fee
Standard International Voice Calls	Varies - check vodafone.com.au
Standard National Video Calls	\$1.47 per minute (charged per minute) + 40c Call Connection fee
Standard International Video Calls	Varies - check vodafone.com.au
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	98c per minute (charged per minute) + 40c Call Connection fee
1223 Directory Assistance	\$1.50 Call Connection fee + \$0.95 per minute
13 and 1300 Numbers	98c per minute (charged per minute) + 40c Call Connection fee
18 and 1800 Numbers	40c Call Connection fee + 98c per minute (charged per minute)
Customer Care Calls (calls to 1555) within Australia	0c
International Roaming	\$5 Roaming while in Eligible Countries and Pay-As-You-Go roaming rates when in other countries – see vodafone.com.au/roaming for rates and full terms and conditions.
123 - Ask Us Anything	\$3.10 Call Connection fee + \$1.30 per minute
Call Screen	55c for the first 10 seconds, \$1.98 per minute after the first 10 seconds, or 99c per message
Purchases from third party providers made via carrier billing	Price specified at time of purchase
Premium TXT/PXT®	Rates dependant on service