

Terms & Conditions

1. What Terms and Conditions apply to my Vodafone \$10 Gap Plan (Product)?

- a) This document sets out terms and conditions that apply to the Product.
- b) The terms and conditions that will apply to the Product are:
 - i. all the terms and conditions provided to you when you agree to purchase the Product, including the terms and conditions contained in this document and any terms and conditions contained in any application form you complete when purchasing the 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 the Product, you accept the Terms. Your contract with Vodafone commences on your acceptance of the Terms.
- d) Activation of your Product may occur after your contract has commenced. Any minimum contract term that applies commences when your Product is activated.
- e) Vodafone's Fair Use Policy applies to any unreasonable use of Plan inclusions. See www.vodafone.com.au/aboutvodafone/legal/fairusepolicy
- f) 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.
- g) For more information, call Vodafone on 1300 650 410 or visit vodafone.com.au.



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2. Important Things You Need to Know

Availability

The Product is for personal use only, and is 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.

The Product is only available to credit approved existing Vodafone customers by invitation only.

- a) The Product is only available to eligible customers after they have cancelled any existing Plan, Add-on/s or Pack products on the account and paid out any outstanding fees (including any applicable early exit fees or handset recovery fees).
- b) Unless otherwise stated, only one Vodafone Plan \$10 Gap Plan Product can be used per connection to the Vodafone network.

A customer is only eligible to connect and disconnect to the Vodafone \$10 Gap Plan Product a maximum of twice per calendar year.

- a) The Product is not shareable with any other Vodafone product.

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 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.
- 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: vodafone.com.au/coverage



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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 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, but not limited to, 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 Product are contained in the Terms.
- b) The Product features an "**Included Data**" allowance – (see Section 4 below for full details). If your usage of the Product exceeds any part of the Included Data allowance, or you use any other service listed in the table titled "Excluded Services" in Section 4 below, you will be charged an amount additional to your minimum monthly spend.
- c) Unless otherwise stated, any remaining unused Included Data allowance for the relevant month is forfeited, is not refundable, and will not carry over into any other month.
- d) Once your Included Data allowance has been exhausted, any additional data usage in that billing month will be charged on a Pay as You Go basis, according to the rates listed in the table titled "Vodafone Plans – Not Payable from Plan Allowance" in Section 4.
- e) Aside from your Included Data allowance, there are no included allowances with the Product. Usage of all non-data services, such calls, TXT and PXT, are excluded from your Product and will be charged on a Pay as You Go basis, according to the rates listed in the table titled "Vodafone Plans – Not Payable from Plan Allowance" in Section 4.
- 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.



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- g) Each charge is rounded up to the nearest cent before GST is included.
- h) Unless otherwise stated, rates specified for services are GST inclusive.
- i) Unless otherwise stated, call usage is billed in blocks of 60 seconds for the Products. Usage is rounded up to the end of the current block.
- j) Unless otherwise stated, data usage is charged in per MB blocks.
- k) 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) Paperless billing is the default bill delivery method for Vodafone customers.
- c) 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) Direct Debit is the only available payment option with this Product. Continued acceptance of the Direct Debit terms and conditions (available at Vodafone.com.au) is required in order to remain connected to the Product.

Checking your usage

Check your call, TXT and data use here and overseas at myvodafone.com.au or call us for free from your Vodafone Mobile on 1555 (when in Australia) or +61 426 320 000 (when overseas).



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3. Terms for Vodafone \$10 Gap Plan Product

General Terms

- a) The Product is only available to existing, eligible and approved Vodafone postpaid customers upon invitation from Vodafone. The \$10 Gap Plan Product is not available in conjunction with any other Vodafone Product; if you wish to sign up to the Product than all other existing Vodafone postpaid services must be cancelled (depending on your plan, an Early Exit Fee may apply. Check your existing plan for details).
- b) Any Included Data allowance which is part of your Product, is only available for use via your compatible handset. It is not available for use on a mobile broadband device.
- c) You may only change from this Product to another Vodafone Plan Product or Vodafone Red Product once per monthly billing period by calling Vodafone Customer Care, and agreeing to the terms and conditions of the new Vodafone Plan Product or Vodafone Red Product. Any credit or other benefits from your existing Product will be forfeited, unless otherwise advised. Any Product change will take effect from the start of your next monthly billing period. Contact Vodafone Customer Care for more information.
- d) The Product is offered on a Month to Month contract term. Accordingly:
 - i. The Minimum Monthly Spend is payable for each full monthly billing cycle in advance; and
 - ii. Cancellation will affect at the end of the month in which you tell us you want to cancel. You will be billed until the end of that month.
- e) Mobile Payment Plan (MPP) is not available in conjunction with this Product. You must supply your own handset in order to use this service. If you have any existing MPP in place with Vodafone, it must be paid out in full before you are eligible to sign up to the Product.
- f) Any "Add-Ons" or "Packs" normally offered by Vodafone are not available with this Product and cannot be added to this Product at sign up or at any other time.
- g) The below table specifies minimum monthly spend and minimum contract term for the Product:

| Plan name | Minimum Monthly Spend | Commitment period | Early Exit Fee |
|--|-----------------------|-------------------|----------------|
| Vodafone \$10 Plan Available to eligible existing customers by invitation only. | \$10 | Month to Month | Not Applicable |



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4. Vodafone Rates: What is included and not included with my Product?

Included: Data Allowance

Your Product includes a 200MB Included Data Allowance only. The Included Data Allowance is for use in Australia or any country overseas where network coverage is available. If you ever exhaust your Included Data Allowance, or if you use any excluded services listed in the table titled "Product – Excluded Services" below, you will be charged an additional amount for data and excluded services at the rates specified in the table titled "Vodafone Plans – Not Payable from Plan Allowance".

Not Included – All Other Services

Vodafone \$10 Gap Plan Product – Not Payable from Plan Allowance

This table details other services that you can purchase from or via Vodafone, but which must be paid for in addition to your minimum monthly spend.

| Service | Rate |
|--|---|
| Standard National Voice calls (to Vodafone mobiles) | \$1 per 60 seconds |
| Standard National Voice calls (to other mobile and fixed networks) | \$1 per 60 seconds |
| Standard National Video calls | \$1 per 60 seconds |
| Standard National Calls to 13, 15 and 18 numbers | <ul style="list-style-type: none">• 13 numbers: standard call rates apply• 15 numbers: dependent on service you are calling• 18 numbers: standard call rates apply• 1800 numbers: Free from your Vodafone Mobile |
| Standard International Voice Calls | Varies depending on country called |
| Standard International Video Calls | Varies depending on country called |
| Standard National TXT (for standard TXT of up to 160 characters) | \$0.75 per TXT |
| Standard International TXT (for standard TXT of up to 160 characters) | \$0.50 per TXT |
| Standard National PXT® (text, pic, video and audio) | \$0.75 per PXT® |
| Standard National PXT® (text, pic, video and audio) | \$0.75 per PXT® |
| Calls to Customer Care within Australia | Free from your Vodafone Mobile |
| Standard National re-routed voice calls (excludes calls that are re-routed by a third party and/or re-routed to an international destination or to a premium number or service) | \$1 per 60 seconds |
| Standard National Re-routed TXT or PXT® (excludes TXTs or PXT®s that are re-routed by a third party and/or re-route to an international destination or to a premium number or service) | \$0.75 per TXT or PXT® |
| Voicemail – Deposits within Australia | Free from your Vodafone Mobile |
| Voicemail – Retrievals within Australia | \$1 per 60 seconds |
| Calls to National Directory Assist (1223) | Standard call rate + \$1.40 connection fee (+ standard call rates apply if THRU-connected) |
| Calls to International Directory Assist (1225) | Standard call rate + \$1.40 connection fee (+ standard call rates apply if THRU-connected) |
| International Roaming | You will be charged Vodafone Pay-As-You-Go rates which are charged |



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| | outside of your Plan Allowance. For full International Roaming rates and charges for all services, and Vodafone Pay-As-You- Go Terms and Conditions go to vodafone.com.au/roaming . |
| Calls to Ask Anything (123) within Australia | Standard call rate + \$1.40 connection fee (+ standard call rates apply if THRU-connected) |
| Premium TXT and PXT® | Varies, depending on service |
| Premium voice and video calls | Varies, depending on service |
| TXT Delivery Report within Australia | Free from your Vodafone Mobile |
| Vodafone Central and STK Content purchases and downloads | Price specified at time of purchase |
| Call Screen | <ul style="list-style-type: none">• \$0.05c for less than 10 seconds• \$0.90c for greater than 10 seconds |

