Terms & Conditions Stan

What terms apply to Stan access?

- 1. These terms govern the use of the Stan service ("Service") by Vodafone customers who are offered the Service included with their Eligible Plan (as defined below) for a limited period ("Eligible Customers").
- 2. The offer is available from 10 April 2015 to approved new customers on selected Vodafone Red plans or; existing customers who upgrade to a selected Vodafone Red plan, over 12 or 24 months, excluding any month to month SIM only plan ("together Eligible Plan").
- 3. Offer is in respect of the Service subscription fees only, and does not include data usage, which will come out of your monthly data allowance.
- 4. Offer not available to customers with Blackberry or Windows Mobile handsets. A supported device is required to use the Service. To find out what devices are supported go to the <u>Stan support page</u>.
- 5. Offer must be redeemed by the date 3 months after the date your Account/upgrade is activated.
- 6. For Eligible Customers other than Eligible Customers with a pre-existing Stan account that is not billed via iTunes or a Cancelled Account (as defined in clause 8 below) ("No Stan Account Customers") The Service will be available from the date that you sign-up for the Service and will continue as a pre-paid Service for the Eligible Period ("Eligible Period"). By signing up for the Service, you elect to automatically cancel your Service on expiry of your Eligible Period, unless you "opt in" to continue to receive the Service in accordance with clause 12. To find out what the Eligible Period is for each Eligible Plan go to the entertainment page.
- 7. For Eligible Customers with a pre-existing Stan account other than an account that is billed via iTunes or a Cancelled Account (as defined in clause 8 below) ("Pre-Existing Stan Account Customers") The Eligible Period will be applied to your Stan account from the commencement of your next monthly subscription period. If you have another Stan offer ("Previous Offer") applied to your Stan account, you will lose any period of the Previous Offer that is remaining at the date that your Eligible Period is applied to your account.
- 8. If you have a pre-existing Stan account which is currently pending cancellation ("Cancelled Account"), to take up the offer you will need to sign up for the Service with a different email address from the address that you used to sign up for the Cancelled Account.
- 9. This offer cannot be used on a pre-existing Stan account that is billed via iTunes. If you have a pre-existing Stan account that is billed via iTunes, to take up the offer you will need to cancel your Stan billing via iTunes and sign up for the Service with a different email address from the address that you used for the pre-existing Stan account that was billed via iTunes.
- 10. You will need to be aged 18 or over and will need a valid credit card to sign up to the Service. Stan will collect your credit card details when you sign up for the Service. Stan may use your credit card at a later date to charge subscription fees in accordance with clause 12 below.
- 11. When you first sign up for the Service, you must accept these terms and the Stan Terms and Conditions and Privacy Policy (together, the "Service Terms"). The Service Terms govern your use of the Service. A link to the sign up facility for the Service Terms will be provided to you via SMS and these terms will be binding between you and Stan.
- 12. Vodafone is not responsible for, and to the extent permitted by law, accepts no liability in connection with the provision of the Service to you. If you do not agree with this term please do not use the Service.
- 13. For No Stan Account Customers, prior to the expiration of your Eligible Period, you will receive an email from Stan inviting you to 'opt in' should you wish to continue receiving the Service. To continue using the Service once your Eligible Period ends, you will need to pay Stan directly. For Pre-Existing Stan Account Customers, Stan will recommence billing you the Stan monthly Service fees at the end of your Eligible Period unless you cancel your Stan account before the end of the Eligible Period. In order to terminate any ongoing subscription with Stan you will need to contact Stan directly.



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- 14. **Data Charges** You are responsible for all access, data and other costs associated with your internet and mobile usage in accessing and using the Service, including, without limitation, any mobile data usage charges associated with the Service. We strongly recommend that you monitor your data usage regularly. For more information on the amount of data used by the Service please go to <u>Stan data support page</u>
- 15. The Service is not available while roaming overseas.
- 16. You agree that Vodafone may contact you from time to time in relation to the operation and administration of the Service.
- 17. **Minimum** Costs Costs The minimum cost of a plan including the Service will be: (Monthly access fee + any handset instalment) x number of months on contract Eg (\$80 + \$0 handset) x 24 month contract = \$1920. Please refer to the terms and conditions for Red Plans for full details.
- 18. Upgrades If you upgrade to a higher plan during an existing Eligible Period your Eligible Period will NOT be increased.
- 19. Cancellation If you cancel an Eligible Plan any remaining discounts or credit owing to you will be forfeited for that Eligible Plan and Standard plan terms apply and your Service will be cancelled. If Eligible Customers cancel their Service account during the Eligible Period, their cancellation is effective from the end of the Eligible Period and their access to the Service will be disconnected from this date. If Vodafone cancels your Eligible Plan, your Service will be cancelled. If Pre-Existing Stan Account Customers who have applied the Eligible Period to their Stan account cancel their Stan account prior to the commencement of the Eligible Period, they will lose their entitlement to the Eligible Period.
- 20. This offer is not transferrable, and not redeemable for cash.
- 21. Service content may vary from time to time.
- 22. **Shared Plans** The Primary Account Holder who has an Eligible Plan will be entitled to the Service. Shared plans on the same account may share the Service.

