

Vodafone Business

What Terms and Conditions Apply to my Vodafone 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, (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) 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 135 888 or visit vodafone.com.au.

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 are available to credit approved customers only.
- (c) Devices may be locked to the Vodafone network. A fee may apply to unlock.
- (d) Vodafone's Fair Use policy applies to all Vodafone Products.
- (e) To activate international roaming, contact Vodafone at least 72 hours before you leave Australia. Vodafone may require you to pay a security deposit before activating international roaming. Some Vodafone services may not be available outside Australia.

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) All Vodafone services are subject to device capabilities and network limitations and availability. A compatible 3G device is required to access 3G services. If you have a *handset* which is U2100MHz or U2100/850MHz compatible but not U900MHz compatible you will experience 3G coverage in metro areas (3G Mobile Broadband Standard Coverage area and, if available for your handset, the 850 Mobile Broadband Coverage area) and 2G (2.5G GPRS or 2.75G Edge) in all other coverage areas. If you have a *modem* which is U2100MHz or U2100/850MHz compatible but not U900MHz compatible you will experience 3G coverage in metro areas (Vodafone 3G Mobile Broadband Standard Coverage area and, if available for your modem, the Vodafone 850 Mobile Broadband Coverage area) but no coverage at all in other areas of Australia (i.e. no coverage in Vodafone's 3G Mobile Broadband Regional Coverage area). Broadband speeds and high bandwidth applications, such as video streaming, video calling, Mobile TV and full track downloads, are only available in Vodafone's 3G Mobile Broadband Standard Coverage area; and, if you have a U850MHz compatible device, in Vodafone's 850 Mobile Broadband Coverage area; and, if you have a U900Mhz compatible device, Vodafone's 3G Mobile Broadband Regional Coverage area (however speeds in Vodafone's 3G Mobile Broadband Regional Coverage area will be slower than when in Vodafone's 3G Mobile Broadband Standard Coverage area or, if available for your device, Vodafone's 850 Mobile Broadband Coverage area). 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.

Data services

- (a) For Products that provide data access capabilities, a data session starts when you first connect to data services and ends when you disconnect from data services.
- (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).

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) Vodafone Business Plans and Vodafone Business Infinite Plans feature "**included value**". Included value can be used to pay for many (but not all) services available from Vodafone. Included value is credited to you for payment of your minimum monthly spend.
- (c) If your usage of a Product exceeds your included value and/or your included data (as appropriate), or you use a service that is not payable from your included value or included data (as appropriate), 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 and/or your included data (as appropriate) in the relevant month, that included value and/or included data (as appropriate) is forfeited, is not refundable, and will not carry over into any other month.
- (e) Unless otherwise stated, the section of the Terms titled "Vodafone Rates: What is payable from my Business Plan or Business Infinite Plan's included value?" specifies which services are or are not available to be paid from your included value and the rate at which additional services will be charged.
- (f) Each call 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, call usage is billed in blocks of 60 seconds for Business Plan or Business Infinite Plan Usage is rounded up to the end of the current block.

(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.

Vodafone Business Plans and Business Infinite Plans

Please note: These terms apply to Vodafone Business Plans and Business Infinite Plans only. For terms applying to Vodafone Infinite Business Shared Plans and Bundled Mobile Broadband Plans see **Business –Terms & Conditions – Apr 2012**.

The below table specifies minimum monthly spend, minimum contract and early exit fee terms for Business Plan Products, which include Business Plan Contract Products, Business Infinite Plan Contract Products, Business SIM Only Plan Products and Business Infinite SIM Only Plan Products.

Plan name	Minimum Monthly Spend	Total Minimum Cost over 12 month contract term	Total Minimum Cost over 24 month contract term	Early Exit Fee (n/a for SIM Only)
Contracted Plans				
\$30 Business Plan	\$30	\$360	\$720	\$30 x remaining months on contract
\$40 Business Plan	\$40	\$480	\$960	\$40 x remaining months on contract
\$50 Business Plan	\$50	\$600	\$1,200	\$50 x remaining months on contract
\$60 Business Plan	\$60	\$720	\$1,440	\$60 x remaining months on contract
\$80 Business Infinite Plan	\$80	\$960	\$1,920	\$80 x remaining months on contract
\$100 Business Infinite Plan	\$100	\$1,200	\$2,400	\$100 x remaining months on contract
SIM Only Month to Month Plans*				
\$30 Business SIM Only Plan	\$30	n/a	n/a	n/a
\$35 Business SIM Only Plan	\$35	n/a	n/a	n/a
\$45 Business SIM Only Plan	\$45	n/a	n/a	n/a
\$65 Business Infinite SIM Only Plan	\$65	n/a	n/a	n/a
\$85 Business Infinite SIM Only Plan	\$85	n/a	n/a	n/a

* Must connect for minimum one month and recurring monthly access fee will be charged until the end of the month in which you notify us you wish to discontinue the service.

Terms for Business Plan and Business Infinite Plan Products

The following terms and conditions apply to you if you purchase a Business Plan or Business Infinite Plan Product

- (a) You will receive a data allowance or Infinite BlackBerry® Email (BlackBerry® Internet Service (BIS version) allowance (not available unless purchased separately with \$30 & \$40 Business Plan Contract Products or \$30 Business SIM Only Plan).
- (b) If you have chosen to include Infinite BlackBerry® email with your Business Infinite Plan Product, Business Plan Product, sections (d) – (i) under the heading "Infinite BlackBerry® Email and Internet Browsing Packs Products" below also apply to you.
- (c) Any data allowance which is part of your included value is only available for use via your compatible handset. It is not available for use on a mobile broadband device.
- (d) You may change from one Business Infinite Plan Product or Business Plan Product to another Business Infinite Plan Product or Business Plan Product once per monthly billing period by calling Vodafone Customer Care, and agreeing to the terms and conditions of the new Business Infinite Plan Product or Business Plan Product. Any credit or other benefits from your existing Product will be forfeited, unless otherwise advised. If you are changing to a less expensive Business Infinite Plan Product or Business Plan Product or to a month to month Product or to a prepay Product, fees, including 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.
- (e) Standard rates apply once your monthly data allowance has been exhausted. Additional data charges cannot be paid from your Business Infinite Plan Product or Business Plan Product's included value.
- (f) Your data allowance can only be used in Australia, on Vodafone networks.

The following term (g) only applies to you if you purchase a 12 or 24 month Business Infinite Plan Contract Product or 12 or 24 month Business Plan Contract Product (this term does not apply to any Business Infinite SIM Only Plan Product or Business SIM Only Plan Product)

- (g) Any \$0 upfront or discounted mobile device offers are only available from Vodafone's selected mobile device range at the time that you agree to a contract and cannot be redeemed for cash or as a credit against your service costs with Vodafone. These mobile device offers are not available if you switch between contracts during the minimum contract term.

The following terms and conditions (h) – (j) only apply to you if you purchase a Business Infinite SIM Only Plan Product or a Business SIM Only Plan Product (these terms and conditions do not apply to any 12 or 24 month Business Infinite Plan Contract Product or 12 or 24 month Business Plan Contract Product):

- (h) Charges for your Business Infinite SIM Only Plan Product or Business SIM Only Plan

Product are in addition to any handset repayments (if applicable).

- (i) The Minimum Monthly Spend is payable for each full monthly billing cycle in advance.
- (j) If you add or remove the Business Infinite SIM Only Plan Product or Business SIM Only Plan Product mid billing cycle, the Minimum Monthly spend will be pro-rated.

Unlimited BlackBerry® Email and Internet Browsing Packs Products

This table specifies minimum monthly spend pricing, minimum contract terms and monthly data allowances for Vodafone Unlimited BlackBerry® Email and Internet Browsing Packs Products for the BlackBerry® Internet Service (BIS):

Contract Term	Minimum Monthly Spend	Monthly data Allowance	Contract Minimum Spend	Early Exit Fee
Monthly	\$20	Unlimited BlackBerry® Email and Internet Browsing (BIS)	\$20	None
12 Months	\$10	Unlimited BlackBerry® Email and Internet Browsing (BIS)	\$120	\$5 x remaining months left on contract
24 Months	\$10	Unlimited BlackBerry® Email and Internet Browsing (BIS)	\$240	\$5 x remaining months left on contract

The following terms and conditions apply to you if you purchase an Unlimited BlackBerry® Email and Internet Browsing Pack Product:

- (a) Unlimited BlackBerry® Email and Internet Browsing Pack Products are available to you if you are connected and remain connected to a valid Business Plan Product. If your Business Infinite Plan Product or Business Plan Product is cancelled, your Unlimited BlackBerry® Email and Internet Browsing Pack will also automatically be cancelled.
- (b) Minimum monthly spend for Unlimited BlackBerry® Email and Internet Browsing Pack Products excludes any additional mobile device payments (if applicable).
- (c) Cancellation will take effect from the end of the month on which you tell us that you want to stop receiving the Unlimited BlackBerry® Email and Internet Browsing Pack Product. You will be billed until the end of that month.
- (d) Unlimited BlackBerry® Email and Internet Browsing Pack gives you unlimited BlackBerry data (BlackBerry® Internet Service (BIS) version only – excludes BlackBerry® Enterprise Solution (BES) version) which includes BlackBerry® Email and Internet browsing, Facebook® and other applications, when accessed via the BlackBerry Access Point (APN) within Australia. Vodafone's Fair Use Policy applies. Additional charges apply for some services such as video streaming (e.g. YouTube) and single file downloads over 3 MB. Included voice value cannot be used for data. Slower speeds (2.5G GPRS or 2.75G Edge

coverage) will be experienced in 3G 900Mhz areas for devices that do not have the 3G 900Mhz band support as well as 2G devices that have no 3G band support (3G 2100/850Mhz or 3G 2100/900Mhz). See vodafone.com.au/devicefrequency for details of devices and their frequencies. See vodafone.com.au/coverage for coverage details. Service subject to device capabilities, network limitations & customer location.

- (e) In addition to these terms and conditions, Research In Motion's standard terms and conditions associated with the use of BlackBerry® from Vodafone, the BlackBerry® Internet Service, the BlackBerry® Built-In handheld and other associated products will also apply to your use of these products and services. BlackBerry®, RIM®, Research In Motion®, SureType®, SurePress™ and related trademarks, names and logos are the property of Research In Motion Limited and are registered and/or used in the U.S. and countries around the world. Used under license from Research In Motion Limited.
- (f) Unlimited BlackBerry® Email and Internet Browsing (BlackBerry® Internet Service (BIS)) can only be activated on BlackBerry® Built-In handhelds as authorised by Vodafone and Research in Motion. The BlackBerry® browser icon or any specific application loaded on your BlackBerry® at the time of purchase (excluding Compass) must be used to access the internet to ensure data usage is taken out of your Unlimited BlackBerry® Email and Internet Browsing Product's included data allowance.
- (g) Download of applications from BlackBerry® App World™ is included in your Unlimited BlackBerry® Email and Internet Browsing Product's included data allowance, but the price for any application purchased is not included, and will be charged to you as an additional amount.
- (h) Data usage by some services available on Vodafone networks, including some internet services, cannot be paid from your Unlimited BlackBerry® Email and Internet Browsing Product's included data allowance. Use of these services may incur an additional charge, at the rates specified in the "Not payable from included value" table below.
- (i) Data allowances can only be used in Australia, on Vodafone networks.

Vodafone Rates: What is Payable from my Business Plan's included Value?

Payable from Included Value

This table details all services that can be paid from your Business Plan Product's included value (unless stated otherwise), and the charge rate for those services. If the service rate is stated to be "Infinite", you will not be charged any additional amount for use of that service. If you ever exhaust your included value, you will be charged an additional amount for all additional services you use at the rates specified in this table. At some price points you can choose either an "Infinite TXT Option" (TXT Option) or an "Infinite Vodafone to Vodafone Calling Option" (VF to VF Option). These specific options are set out separately below. On these price points you must choose 1 option at the time of signing up to your plan and your Infinite option selection cannot be changed.

Plan	\$30	\$40 TXT Option	\$40 VF to VF Option	\$50 TXT Option	\$50 VF to VF Option	\$60	\$80	\$100											
SIM Only	N/A	\$30 TXT Option	\$30 VF to VF Option	\$35 TXT Option	\$35 VF to VF Option	\$45	\$65	\$85											
Included Value	\$180	\$300		\$500		\$700	\$80	\$100											
Included data (including tethering) <small>If data allowance is exhausted, additional data rate applies</small>	200MB	500MB		750MB or 750MB + Unlimited Blackberry BIS	1GB or 1GB + Unlimited Blackberry BIS	2GB or 2GB + Unlimited Blackberry BIS	3GB or 3GB + Unlimited Blackberry BIS												
Standard National Voice calls (to Vodafone and 3 mobiles)	40c connection fee + 98c per 60 seconds	Infinite	40c connection fee + 98c per 60 seconds	Infinite															
Standard National Voice calls (to other mobile and fixed networks)	40c connection fee + 98c per 60 seconds					Infinite													
National Video calls	40c connection fee + \$1.47 per 60 seconds					Infinite													
Calls to 13 and 18 numbers	40c connection fee + 98c per 60 seconds						Infinite												
National and International TXT (for standard TXT of up to 160 characters)	30c per message	Infinite for standard personal TXT sent from within Australia to individuals. Excludes premium and re-routed TXT. Offer cannot be used for commercial purposes or for resale purposes. TXT/PXT® to Pivotel network	30c per message	Infinite for standard personal TXT sent from within Australia to individuals. Excludes premium and re-routed TXT. Offer cannot be used for commercial purposes or for resale purposes. TXT/PXT® to Pivotel network	30c per message	Infinite for standard personal TXT sent from within Australia to individuals. Excludes premium and re-routed TXT. Offer cannot be used for commercial purposes or for resale purposes. TXT/PXT® to Pivotel network not available.													
National and International PXT® (text, pic, video and audio)	55c per message																		
Calls to Customer Care	Infinite																		
Voicemail – Deposits	Infinite																		
Voicemail – Retrievals	40c connection fee + 98c per 60 seconds		Infinite																
Re-routed voice calls	40c connection fee + \$1.20 per 60 seconds																		
Re-routed TXT or PXT	30c per message																		
Calls to National Directory Assist (1223)	\$2.60 connection fee + applicable standard national voice call rate if you are through-connected						\$1.10 connection fee + applicable standard national voice call rate if you are through-connected												
Calls to International Directory Assist (1225)	\$2.60 connection fee + international voice call rate if you are through-connected						\$1.10 connection fee + applicable international voice call rate if you are through-connected												

Not payable from included value

This table details other services that you can purchase from or via Vodafone, but which **cannot be paid for** from your Business Plan or Business Infinite Plan Product's included value (unless stated otherwise).