

Vodafone Business Elements

What Terms and Conditions Apply to Vodafone Business Elements?

- (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) All 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 1300 650 410 or visit vodafone.com.au.

Important Things You Need to Know

Availability

- (a) Vodafone Business Elements is available until 31 August 2012 unless extended. 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 with an ABN or ACN.
- (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.
- (d) Notwithstanding anything else in Vodafone's contract with you, Vodafone may provide services to you using any telecommunications network Vodafone considers appropriate, including (but not limited to) the "Vodafone" networks operated by, for or on behalf of Vodafone Network Pty Limited and Vodafone Australia Pty Limited and the "3" network operated by, for or on behalf of Vodafone Hutchison Australia Pty Limited. For more information about these networks, see the coverage maps available at vodafone.com.au/coverage and three.com.au/coverage.

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).

Data service access devices

- (a) It is your responsibility to confirm that data service access hardware (including any modem or other Mobile Broadband device) is compatible with each PC, laptop or other computing device that you will use your Product with.
- (b) Non-Vodafone supplied 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 access hardware (such as your own USB modem or tablet device), although Vodafone may do so at its discretion.
- (d) The Pocket WiFi™2 device can operate with a maximum of 5 WiFi™ enabled devices at any one time.

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 your usage of a Product exceeds your included value or allowance, or you use a service that is not payable from your included value or allowance, you will be charged an amount additional to your minimum monthly spend.
- (c) If you do not use all your included value or allowance in the relevant month, that included value or allowance is forfeited, is not refundable, and will not carry over into any other month.
- (g) Each call charge is rounded up to the nearest cent before GST is included.
- (h) Unless otherwise stated, rates specified for services are GST inclusive.
- (i) Call usage is billed in blocks of 60 seconds Usage is rounded up to the end of the current block.
- (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) 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. 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.

Business Elements Member (Voice) Plans

(a) The following Business Elements Member (Voice) Plans are available:

Plan Name	Monthly Minimum Spend	Included Value*	Contract Term	Early Exit Fee	Total Minimum Cost over 24 months
Business Elements \$29 24M	\$29	\$100	24 months	\$29 x remaining months on contract	\$696
Business Elements \$49 24M	\$49	\$200	24 months	\$49 x remaining months on contract	\$1176
Business Elements \$29 SIM Only 24M	\$29	\$100	24 months	\$29 x remaining months on contract	\$696
Business Elements \$49 SIM Only 24M	\$49	\$200	24 months	\$49 x remaining months on contract	\$1176

*For a complete list of the call and text types that are included and excluded from your included value, please see the tables at the end of these Terms.

(b) To be eligible for the Business Elements Member (Voice) Plans:

- a. You must purchase a minimum of 2 Business Elements Member (Voice) Plans. You can purchase any combination of the Business Elements Member (Voice) Plans available.
- b. You must maintain a minimum of 2 Business Elements Member (Voice) Plans on your account during your minimum Contract Term; and
- c. You must not have any other type of voice or mobile broadband plan on your Vodafone account.

(c) Business Elements Member (Voice) Plans feature "**included value**". Included value is credited to you for payment of your minimum monthly spend. Included value can be used to pay for many (but not all) services available from Vodafone. It cannot be used to pay for data. The section of the Terms titled "Vodafone Rates: What is payable from my Business Elements Member (Voice) Plans 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.

(d) Included value will be shared across all of the Business Elements Member (Voice) Plans on your account on a first in, first served basis. It cannot be used on any Business Elements MBB (Data) Plans on your account.

(e) If you terminate your Business Elements Member (Voice) Plan earlier than the minimum Contract Term or you have less than 2 Business Elements Member (Voice) Plans on your account, you will need to pay the Early Exit Fee(s) set out in the table above.

(f) If you sign up to a Business Elements Member (Voice) SIM Only Plan you will receive 5 months free access fees. 5 months free access fees will be applied as a \$29 credit (for \$29 Business Elements SIM Only) and \$49 (for \$49 Business Elements SIM Only) credit to bills 1- 5. Offer applies to access fees only. Any charges for additional or excluded services will still apply. Any remaining credit will be forfeited if you terminate and standard early exit fees will apply.

Business Elements infinite Add-Ons

(a) The following Business Elements infinite Add-Ons are available to customers who have a minimum of 2 Business Elements Member (Voice) Plans:

Add-On Name	Monthly Minimum Spend	Contract Term	infinite Inclusions*	Early Exit fee	Total Minimum Cost over 24 months
Elements \$5 Infinite Add-On 12M	\$5	12 months	Voicemail^	\$5 x remaining months on contract	\$60
Elements \$5 Infinite Add-On 24M	\$5	24 months	Voicemail^	\$5 x remaining months on contract	\$120
Elements \$10 Infinite Add-On 12M	\$10	12 months	Voicemail^ Standard National TXT/PXT Standard International TXT/PXT	\$10 x remaining months on contract	\$120
Elements \$10 Infinite Add-On 24M	\$10	24 months	Voicemail^ Standard National TXT/PXT Standard International TXT/PXT	\$10 x remaining months on contract	\$240
Elements \$25 Infinite Add-On 12M	\$25	12 months	Voicemail^ Standard National TXT/PXT Standard International TXT/PXT Standard National voice Calls	\$25 x remaining months on contract	\$300
Elements \$25 Infinite Add-On 24M	\$25	24 months	Voicemail^ Standard National TXT/PXT Standard International TXT/PXT Standard National voice Calls	\$25 x remaining months on contract	\$600
Elements \$35 Infinite Add-On 12M	\$35	12 months	Voicemail^ Standard National TXT/PXT Standard International TXT/PXT Standard National voice Calls Calls to 13/1800 Numbers	\$35 x remaining months on contract	\$420
Elements \$35 Infinite Add-On 24M	\$35	24 months	Voicemail^ National TXT/PXT International TXT/PXT Standard National Calls Calls to 13/1800 Numbers	\$35 x remaining months on contract	\$840

*All inclusions are for use from within Australia only.

[^]Calls to Vodafone Voicemail by dialling 121 are free in Australia. Excludes data usage for Visual Voicemail for iPhone® and calls made from Voicemail using the 'Call Return' feature.

- (a) Business Elements infinite Add-Ons must be attached to a Business Elements Member (voice) Plan service number on your account and cannot be transferred to another number. One Business Elements infinite Add-On permitted per Business Elements Member (voice) Plan.
- (b) You must request for a Business Elements infinite Add-On to be attached to your Business Elements voice plan by contacting Vodafone Business Care or your account manager.

(c) You may change from one Business Elements Infinite Add-On to another Business Elements Infinite Add-On once per monthly billing period by calling Vodafone Customer Care, and agreeing to the terms and conditions of the new Business Elements Infinite Add-On. Any credit or other benefits from your existing Add-On will be forfeited, unless otherwise advised. The following rules apply:

- a. If you are changing to a Business Elements Infinite Add-On with a higher Minimum Monthly Spend no charge applies.
- b. If you are changing to a Business Elements Infinite Add-On with a lower Minimum Monthly Spend, a change fee equivalent to 50% of the monthly spend on your original Add-On x the months remaining on your Business Elements infinite Add On contract will apply.

(d) If you:

- a. cancel your Business Elements Infinite Add-On earlier than the minimum contract period; or
- b. your Business Elements infinite Add-On is cancelled because you cancel the Business Elements voice plan that your Add On is attached to; or
- c. you have less than 2 Business Elements Member (Voice) Plans on your account,

you will need to pay the Early Exit Fee set out in the table.

Business Elements MBB (Data) Plan

- (a) The following Business Elements MBB (Data) Plan is available to customers who have a minimum of two Business Elements Member (Voice) Plans.
- (b) You will need a Business Elements MBB (Data) Plan if you wish to use data from your Business Elements Data Pack on a modem or tablet.
- (c) If you cancel your Business Elements MBB (Data) Plan earlier than the minimum contract period or your Business Elements MBB (Data) Plan is cancelled because you have less than 2 Business Elements Member (Voice) Plans on your account, you will need to pay the Early Exit Fee set out in the table.

Plan Name	Monthly Minimum Spend	Included Value	Contract Term	Early Exit Fee	Total Minimum Cost over 24 months
Business Elements \$5 MBB Plan	\$5	N/A	24 months	\$5 x remaining months on contract	\$120

Business Elements Data Packs

(a) The following Business Elements Data Packs are available to customers who have a minimum of two Business Elements Member (Voice) Plans:

Data Pack Name	Minimum Monthly Spend	Contract Term	Included Data Allowance*	Early Exit Fees	Total Minimum Cost over 24 months
Elements \$20 Data Pack 24M	\$20	24 months	2GB	\$20 x remaining months on contract	\$480
Elements \$50 Data Pack 24M	\$50	24 months	5GB	\$50 x remaining months on contract	\$1200
Elements \$100 Data Pack 24M	\$100	24 months	10GB	\$100 x remaining months on contract	\$2400
Elements \$180 Data Pack 24M	\$180	24 months	20GB	\$180 x remaining months on contract	\$4320
Elements \$300 Data Pack 24M	\$300	24 months	50GB	\$300 x remaining months on contract	\$7200
Elements \$500 Data Pack 24M	\$500	24 months	100GB	\$500 x remaining months on contract	\$12000

* To use data on a modem or tablet you must purchase a Business Elements MBB (Data) Plan.

(b) You must request for a Business Elements Data Pack to be added to your account by contacting Vodafone Business Care or your account manager.

(c) The Business Elements Data Packs offer an “included data allowance”. The included data allowance can be shared among all of the Business Elements Member (Voice) Plans and Business Elements MBB (Data) Plans on your account. Included data can be used to upload and download data to or from the internet via a compatible Mobile Broadband device or compatible mobile handset. Included data is credited to you for payment of the Minimum Monthly Spend.

(d) Data is deducted in 50kb increments. If you exceed your Included Data Allowance, an overage rate of \$0.02/MB will apply.

(e) Your mobile phone may be used as a tethered modem with your Vodafone Business Elements MBB (Data) Plan Product. Data used by a tethered mobile phone will be deducted from the included monthly data allowance of your Business Elements Data Pack if available otherwise you will be charged on a pay as you go basis.

(f) You may change from one Business Elements Data Pack to another Business Elements Data Pack once per monthly billing period by calling Vodafone Customer Care, and agreeing to the terms and conditions of the new Business Elements Data Pack. Any credit or other benefits from your existing Data Pack will be forfeited, unless otherwise advised. The following rules apply:

- If you are changing to Business Elements Data Pack with a higher Minimum Monthly Spend no change fee applies.
- If you are changing to a less expensive Business Elements Data Pack with a lower Minimum Monthly Spend, a change fee equivalent to 50% of the monthly spend on their original Data Pack x the months remaining on the contract will apply.

(g) If you cancel your Business Elements Data Pack earlier than the minimum contract period or you have less than 2 Business Elements Member (Value) Plans on your

account, you will need to pay the Early Exit Fee(s) set out in the table.

Vodafone Rates: What is payable from my Business Elements Member (Voice) included value?

Payable from included value

This table details all services that can be paid from your **Business Elements Member (Voice)** Product's included value (unless stated otherwise), and the charge rate for those services. If a service's 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 services you use at the rates specified in this table.

Vodafone Business Elements Plan Products		
	\$29	\$49
Service	Rate for Service	
Standard National Voice calls (on Vodafone network, including calls to Vodafone and 3 mobiles)	38c connection fee + 98c per 60 seconds	
Standard National Voice calls to other Vodafone services on same account	Infinite	
Standard National Voice calls (other networks)	38c connection fee + 98c per 60 seconds	
National Video calls	38c connection fee + 98c per 60 seconds	
National and International TXT (for standard SMS of up to 160 characters)	30c per message	
National and International PXT® (text, pic, and audio)	55c per message	
National and International Video PXT®	55c per message	
Calls to Customer Care	Infinite	
Voicemail – Deposits	Infinite	
Voicemail – Retrievals	38c connection fee + 98c per 60 seconds	
Calls to 13 and 1300 numbers	38c connection fee + 98c per 60 seconds	
Calls to 18 and 1800 numbers	38c connection fee + 98c per 60 seconds	
Re-routed voice calls	38c connection fee + \$1.20 per 60 seconds	
Re-routed TXT or PXT	30c per message	
Calls to National Directory Assist (1223)	\$1.10 connection fee + Standard National Voice call rate if you are through-connected	
Calls to International Directory Assist (1225)	\$1.10 connection fee + applicable international voice call rate if you are through-connected	
International Roaming: Applicable call rate + flagfall for standard voice calls made while roaming overseas for customers specifically opted-in to the Vodafone Traveller proposition (note - this call rate is in addition to the Zone Charge per minute applicable to the country you are in at the time of making the call which is not included in any Plan). Vodafone World (default proposition) rates are also not included in any Plan. For full International Roaming rates and charges for all services (including Zone Charges and Vodafone World), go to vodafone.com.au/roaming .	38c connection fee + 98c per 60 secs (GST is not applicable for international roaming. Rate is represented as ex GST)	
International voice calls	30c connection fee + applicable country rate (vodafone.com.au for rates)	
International video calls	30c connection fee + 1.5 x applicable country voice call rate (vodafone.com.au for rates)	

Not payable from included value

This table details other services that you can use on your Business Elements Member (Voice) Plan, but which **cannot be paid for** from your Business Elements Member (Voice) Plan's included value. You will be charged an additional amount for these products at the rates specified in this table.

Vodafone Business Elements Plan Product		
	\$29	\$49
Service	Rate for Service	
Data (including Tethering) If you have taken a Business Elements Data Pack, this rate will apply once the data allowance has been exhausted.	2c per MB (min 50kb session)	
Calls to Ask Anything (123)	\$1.30 connection plus \$1.30 per 60 seconds	
Premium SMS and MMS	Varies, depending on service	
Premium voice and video calls	Varies, depending on service	
International Roaming: All charges while roaming overseas are excluded except the applicable call rate + flagfall for standard voice calls for customers specifically opted-in to the Vodafone Traveller proposition (see 'Payable from Included Value" table)	Varies, see vodafone.com.au/roaming for details.	
Vodafone Central and STK Content purchases and downloads	Price specified at time of purchase	
Call Screen	5.5c for the first 10 seconds or 99c per message	