

# Vodafone Apple® iPad WiFi + 3G and Apple® iPad 2 WiFi + 3G Mobile Broadband Products

## 1. What Terms and Conditions Apply to my Vodafone Apple® iPad WiFi + 3G & Apple® iPad 2 WiFi + 3G Prepaid or Month to Month Product?

- (a) 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 all 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](http://vodafone.com.au), (collectively, the “**Terms**”).
- (b) When you agree to purchase a Product you accept the Terms. For the purposes of this document, the Vodafone Apple® iPad WiFi + 3G & Apple® iPad 2 WiFi + 3G Mobile Broadband Products will collectively be referred to as “**MBB Products**”
- (c) Your contract commences on your acceptance of the Terms, however, for the Month to Month MBB Product, the minimum contract term which applies does not commence until your service is activated and for the Prepaid MBB Product, any credit expiry period does not start until you have recharged and activated your Prepaid account.
- (d) 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](http://vodafone.com.au).

## 2. Postpaid and Prepaid Products, and the Terms

- (a) Vodafone customers can purchase both “Prepaid Products” and “Postpaid Products” from Vodafone. These Product types are explained in this section.
- (b) “Prepaid Products” are purchased entirely in advance, and provide you with a specified amount of credit that you can use on Vodafone Products and services.
- (c) “Postpaid Products” are purchased by issuing you with a bill for Vodafone Products and services that you have already used, or that you have agreed to pay a specified regular amount for. Postpaid Products are usually (although not always) wholly or partly paid in arrears.
- (d) The Terms that apply to you vary depending on whether you purchase a Prepaid Product or a Postpaid Product.

### 3. Important Things You Need to Know

#### Availability (Prepaid Products and Postpaid Products)

- (a) The Vodafone contracts and products referred to in the Terms (**Products**) must be used for personal use only, and are 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.
- (b) The Products are available to eligible customers and, for Postpaid Products, credit approved customers, only.
- (c) Unless otherwise stated, only one Vodafone Apple® iPad Mobile Broadband Product can be used per connection to our network.
- (d) Vodafone's fair use policy applies to all Vodafone Prepaid Products.
- (e) Devices may be locked to the Vodafone network. A fee may apply to unlock.

#### Factors affecting availability and performance (Prepaid Products and Postpaid Products)

- (a) You must have a compatible Apple® iPad WiFi + 3G or Apple® iPad 2 WiFi + 3G device and a valid Vodafone Micro-SIM inserted in your Apple® iPad WiFi + 3G or Apple® iPad 2 WiFi + 3G device to use your MBB Product. The Apple® iPad WiFi + 3G is not included with any of the MBB Products and is not available for purchase from Vodafone. The Apple® iPad 2 WiFi + 3G is included with MBB Products and is available for purchase from Vodafone.
- (b) Network coverage and many other factors may affect the availability and performance of certain Products.
- (c) Certain Products, services and functions are only available in compatible coverage areas.
- (d) You must have a valid Vodafone Micro-SIM inserted in your Apple® iPad WiFi + 3G or Apple® iPad 2 WiFi + 3G device in order to make use of your MBB Product.
- (e) All Vodafone services subject to device capabilities, customer location and network limitations and availability. For the Apple® iPad WiFi + 3G, broadband speeds are only available in Vodafone's 3G Mobile Broadband (**MBB**) Standard Coverage area & Vodafone's 3G MBB 850 Coverage area - you will not have 3G MBB coverage within Australia outside of these areas. For the Apple® iPad 2 WiFi + 3G, broadband speeds are available in Vodafone's 3G Mobile Broadband (**MBB**) Standard Coverage area, in Vodafone's 3G MBB 850 Coverage area & in Vodafone's 3G MBB Regional Coverage area (though speeds in the 3G MBB Regional Coverage area will be slower than the other areas). All Vodafone services subject to device capabilities, customer location and network limitations, usage and availability. See [www.vodafone.com.au/coverage](http://www.vodafone.com.au/coverage). See [www.vodafone.com.au/coverage](http://www.vodafone.com.au/coverage) for details.
- (f) The Terms and brochures describing Products 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, 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 [www.vodafone.com.au/coverage](http://www.vodafone.com.au/coverage) and [www.three.com.au/coverage](http://www.three.com.au/coverage)

#### **Data services (Prepaid Products and Postpaid Products)**

- (a) A data session starts when you first connect to data services and ends when you disconnect from data services.
- (b) Included Data must only be accessed through an Apple® iPad WiFi + 3G or Apple® iPad 2 WiFi + 3G device when using a Vodafone Micro-SIM. Included Data must not be used on any other device.
- (c) For a Prepaid MBB Product, a minimum balance is required to start a browsing session.
- (d) When using data Products, some internet services, including web sites and email, may not be accessible.
- (e) Must not be used on illegal Peer-to-Peer file sharing services.
- (f) 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 to you, including with respect to how that software or data operates on your computer or interacts with your other applications.
- (g) Unless otherwise stated, data usage is measured as the combination of both data you send (upload) and receive (download) over our network.

#### **Rates and charges (Postpaid Products only)**

- (a) 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. Depending on the Product this may be in addition to any applicable handset or device payments and additional or excluded call, data or service costs. Early Exit Fees are set out in the pricing table for your Product.
- (b) 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.
- (c) If your usage of a Product exceeds your included value, or you use a Product that is not payable from your included value, 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 in the relevant month, that included value is forfeited, is not refundable, and will not carry over into any other month.
- (e) Each charge is rounded up to the nearest cent before GST is included.
- (f) All rates and charges are subject to change. We will comply with relevant regulations and industry codes with respect to such changes.

#### **Rates and types of credit and credit expiry (Prepaid Products only)**

- (a) Details of the rates and charges which apply to the Products are contained in the Terms.
- (b) Credit may be expressed in any manner, including as a monetary value or as a quantity of a specified Product.

- (c) Vodafone Apple® iPad Prepaid MBB Products have a credit expiry period. Credit expiry periods are specified for each Vodafone Apple® iPad Prepaid MBB Product in section 4 below.
- (d) Unless otherwise stated, if you change from a Vodafone Apple® iPad Prepaid MBB Product to any Vodafone “Postpay” Product, any unused credit from your Vodafone Apple® iPad Prepaid MBB Product is forfeited, is not refundable, and cannot be carried over to your new Vodafone Product.
- (e) If you have \$9.95, \$14.95, \$29, \$49, \$100, 150 \$200, \$250 or \$300 Prepaid MBB Product and you recharge your Prepaid MBB Product before the end of the Credit Expiry Period, unused Included Data will be rolled over to a maximum balance of 39GB. Any credit in excess of the maximum balance is forfeited, is not refundable, and cannot be carried over to any other Product.
- (f) If you do not recharge before the Credit Expiry Period elapses, any unused credit for that Prepaid MBB Product is forfeited, is not refundable, and cannot be carried over to any other Product.
- (g) Your applicable credit expiry period with any given recharge will be equivalent to the longest expiry period still valid at the time the recharge is successfully activated (for example, if you purchase and successfully activate a Prepaid MBB Product which has 365 days expiry and then, 30 days later, you purchase and successfully activate a Prepaid MBB Product with 30 days expiry, your entire remaining data balance will expire in 335 days).

#### **Billing (Postpay Products only)**

- (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. These charges 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.
- (d) Your Included Data may appear on your bill as two separate entries (for example, for the \$15 Month to Month MBB Product, the 1.5GB of included data may appear on your bill as one entry of 1GB and a second entry of 500MB).

#### **4. Vodafone Apple® iPad Prepaid Mobile Broadband**

These tables specify types of credit that are provided if you purchase a Prepaid MBB Product:

<b>Micro-Sim Starter Pack*</b>	<b>Included Data</b>	<b>Credit Expiry Period</b>
\$30	4GB	30 days

\* Micro-Sim Starter Pack includes a Vodafone Micro-Sim

	<b>iPad 2 Starter Pack*</b>	<b>Data Credit</b>	<b>Standard SMS Credit</b>	<b>Credit Expiry Period</b>
16 GB	\$749	4 GB	15 messages	30 days
32 GB	\$849	4 GB	15 messages	30 days
64 GB	\$959	4 GB	15 messages	30 days

\* Apple® iPad 2 WiFi + 3G Starter Pack includes a Apple® iPad 2 WiFi + 3G and Vodafone Micro-Sim.

<b>Recharge price</b>	<b>Included Data</b>	<b>Credit Expiry Period</b>
\$9.95	250 MB	30 days
\$14.95	1 GB	30 days
\$29	4 GB	30 days
\$49	10 GB	30 days
\$100	6 GB	180 days
\$150	12 GB	365 days
\$200	18 GB	365 days
\$250	25 GB	365 days
\$300	30 GB	365 days

- (a) You must meet the minimum system requirements as specified by Vodafone to use Prepaid MBB Products.
- (b) Included Data is for use in Australia only.
- (c) The \$9.95 and \$14.95 Prepaid MBB Products can only be purchased using an eligible Australian credit card via [www.vodafone.com.au/ipad](http://www.vodafone.com.au/ipad).
- (d) Usage is calculated in per MB increments.
- (e) The Vodafone Mobile Broadband dashboard will only show approximate Included Data used.
- (f) Unless otherwise stated, credit provided with Prepaid MBB Products can only be used for data services, and cannot be used for other services such as online content purchases.

## 5. Vodafone Apple® iPad 2 WiFi + 3G 12 and 24 Month Standard Mobile Broadband Products (Postpaid Products)

This table specifies minimum monthly spend pricing and monthly data allowance plus minimum contract terms for 12 and 24 Month Standard MBB Products:

Product	Contract Term	Minimum Monthly Spend	Contract Minimum Spend	Monthly Included Data	Early Exit Fee
\$15 Mobile Broadband Plan	12 Months	<b>Apple® iPad 2 WiFi + 3G (16GB):</b> \$55 (\$15 for Plan and \$40 for Apple® iPad 2) + one time upfront payment of \$299	\$959	1.5GB	100% of min monthly spend x remaining months on contract
		<b>Apple® iPad 2 WiFi + 3G (64GB):</b> \$55 (\$15 for Plan and \$40 for Apple® iPad 2) + one time upfront payment of \$439	\$1099		
		<b>(Online only) Apple® iPad 2 WiFi + 3G (16GB):</b> \$80 (\$15 for Plan and \$65 for Apple® iPad 2) + \$0 upfront	\$960		
		<b>(Online only) Apple® iPad 2 WiFi + 3G (64GB):</b> \$92 (\$15 for Plan and \$77 for Apple® iPad 2) + \$0 upfront	\$1104		
\$29 Mobile Broadband Plan	12 Months	<b>Apple® iPad 2 WiFi + 3G (16GB):</b> \$69 (\$29 for Plan and \$40 for Apple® iPad 2) + one time upfront payment of \$299	\$1127	6GB	\$60 (\$20 for Plan and \$40 for Apple® iPad 2) x remaining months on contract
		<b>Apple® iPad 2 WiFi + 3G (64GB):</b> \$69 (\$29 for Plan and \$40 for Apple® iPad 2) + one time upfront payment of \$439	\$1267		\$60 (\$20 for Plan and \$40 for Apple® iPad 2) x remaining months on contract
		<b>(Online only) Apple® iPad 2 WiFi + 3G (16GB):</b> \$94 (\$29 for Plan and \$65 for Apple® iPad 2) + \$0 upfront	\$1128		\$85 (\$20 for Plan and \$65 for Apple® iPad 2) x remaining months on contract

		<b>(Online only)</b> <b>Apple® iPad 2 WiFi + 3G (64GB):</b> \$106 (\$29 for Plan and \$77 for Apple® iPad 2) + \$0 upfront	\$1272		\$97 (\$20 for Plan and \$77 for Apple® iPad 2) x remaining months on contract
\$39 Mobile Broadband Plan	12 Months	<b>Apple® iPad 2 WiFi + 3G (16GB):</b> \$79 (\$39 for Plan and \$40 for Apple® iPad 2) + one time upfront payment of \$299	\$1247	12GB	\$60 (\$20 for Plan and \$40 for Apple® iPad 2) x remaining months on contract
		<b>Apple® iPad 2 WiFi + 3G (64GB):</b> \$79 (\$39 for Plan and \$40 for Apple® iPad 2) + one time upfront payment of \$439	\$1387		
		<b>(Online only)</b> <b>Apple® iPad 2 WiFi + 3G (16GB):</b> \$104 (\$39 for Plan and \$65 for Apple® iPad 2) + \$0 upfront	\$1248		
		<b>(Online only)</b> <b>Apple® iPad 2 WiFi + 3G (64GB):</b> \$116 (\$39 for Plan and \$77 for Apple® iPad 2) + \$0 upfront	\$1392		
\$49 Mobile Broadband Plan	12 Months	<b>Apple® iPad 2 WiFi + 3G (16GB):</b> \$89 (\$49 for Plan and \$40 for Apple® iPad 2) + one time upfront payment of \$299	\$1367	16GB	\$60 (\$20 for Plan and \$40 for Apple® iPad 2) x remaining months on contract
		<b>Apple® iPad 2 WiFi + 3G (64GB):</b> \$89 (\$49 for Plan and \$40 for Apple® iPad 2) + one time upfront payment of \$439	\$1507		
		<b>(Online only)</b> <b>Apple® iPad 2 WiFi + 3G (16GB):</b> \$114 (\$49 for Plan and \$65 for Apple® iPad 2) + \$0 upfront	\$1368		
		<b>(Online only)</b> <b>Apple® iPad 2 WiFi + 3G (64GB):</b> \$126 (\$49 for Plan and \$77 for Apple® iPad 2) + \$0 upfront	\$1512		
					\$85 (\$20 for Plan and \$65 for Apple® iPad 2) x remaining months on contract
					\$97 (\$20 for Plan and \$77 for Apple® iPad 2) x remaining months on contract
					\$85 (\$20 for Plan and \$65 for Apple® iPad 2) x remaining months on contract
					\$97 (\$20 for Plan and \$77 for Apple® iPad 2) x remaining months on contract

\$59 Mobile Broadband Plan	12 months	<b>Apple® iPad 2 WiFi + 3G (16GB):</b> \$99 (\$59 for Plan and \$40 for Apple® iPad 2) + one time upfront payment of \$299	\$1487	18GB	\$60 (\$20 for Plan and \$40 for Apple® iPad 2) x remaining months on contract
		<b>Apple® iPad 2 WiFi + 3G (64GB):</b> \$99 (\$59 for Plan and \$40 for Apple® iPad 2) + one time upfront payment of \$439	\$1627		
		<b>(Online only) Apple® iPad 2 WiFi + 3G (16GB):</b> \$124 (\$59 for Plan and \$65 for Apple® iPad 2) + \$0 upfront	\$1488		\$85 (\$20 for Plan and \$65 for Apple® iPad 2) x remaining months on contract
		<b>(Online only) Apple® iPad 2 WiFi + 3G (64GB):</b> \$136 (\$59 for Plan and \$77 for Apple® iPad 2) + \$0 upfront	\$1632		\$97 (\$20 for Plan and \$77 for Apple® iPad 2) x remaining months on contract
\$15 Mobile Broadband Plan	24 Months	<b>Apple® iPad 2 WiFi + 3G (16GB):</b> \$45 (\$15 for Plan and \$30 for Apple® iPad 2) + \$0 upfront	\$1080	1.5GB	100% of min monthly spend x remaining months on contract
		<b>Apple® iPad 2 WiFi + 3G (64GB):</b> \$55 (\$15 for Plan and \$40 for Apple® iPad 2) + \$0 upfront	\$1320		
\$29 Mobile Broadband Plan	24 months	<b>Apple® iPad 2 WiFi + 3G (16GB):</b> \$59 (\$29 for Plan and \$30 for Apple® iPad 2) + \$0 upfront	\$1416	6GB	\$50 (\$20 for Plan and \$30 for Apple® iPad 2) x remaining months on contract
		<b>Apple® iPad 2 WiFi + 3G (64GB):</b> \$69 (\$29 for Plan and \$40 for Apple® iPad 2) + \$0 upfront	\$1656		\$60 (\$20 for Plan and \$40 for Apple® iPad 2) x remaining months on contract



\$39 Mobile Broadband Plan	24 months	<b>Apple® iPad 2 WiFi + 3G (16GB):</b> \$69 (\$39 for Plan and \$30 for Apple® iPad 2) + \$0 upfront	\$1656	12GB	\$50 (\$20 for Plan and \$30 for Apple® iPad 2) x remaining months on contract
		<b>Apple® iPad 2 WiFi + 3G (64GB):</b> \$79 (\$39 for Plan and \$40 for Apple® iPad 2) + \$0 upfront	\$1896		\$60 (\$20 for Plan and \$40 for Apple® iPad 2) x remaining months on contract
\$49 Mobile Broadband Plan	24 months	<b>Apple® iPad 2 WiFi + 3G (16GB):</b> \$79 (\$49 for Plan and \$30 for Apple® iPad 2) + \$0 upfront	\$1896	16GB	\$50 (\$20 for Plan and \$30 for Apple® iPad 2) x remaining months on contract
		<b>Apple® iPad 2 WiFi + 3G (64GB):</b> \$89 (\$49 for Plan and \$40 for Apple® iPad 2) + \$0 upfront	\$2136		\$60 (\$20 for Plan and \$40 for Apple® iPad 2) x remaining months on contract
\$59 Mobile Broadband Plan	24 months	<b>Apple® iPad 2 WiFi + 3G (16GB):</b> \$89 (\$59 for Plan and \$30 for Apple® iPad 2) + \$0 upfront	\$2136	18GB	\$50 (\$20 for Plan and \$30 for Apple® iPad 2) x remaining months on contract
		<b>Apple® iPad 2 WiFi + 3G (64GB):</b> \$99 (\$59 for Plan and \$40 for Apple® iPad 2) + \$0 upfront	\$2376		\$60 (\$20 for Plan and \$40 for Apple® iPad 2) x remaining months on contract

**Additional Data Price - Australia:** 2c per MB, charged per KB.

**Additional Data Price - International:** 1c per KB (minimum session of 10KB)

**The following terms and conditions apply to you if you purchase a Vodafone 12 or 24 Month Standard Mobile Broadband Product:**

- Your Included Data allowance can only be used in Australia, on Vodafone networks. Data usage outside Australia is charged at the Additional Data Price – International rate.
- If you exhaust your Included Data allowance, additional data usage will be charged at the Additional Data Price – Australia rate.
- All non-data use (eg voice calls, SMS/MMS and content) is charged in addition to your data plan. Refer to Section 8 – “Rates and Charges for Non-Data Use Month to Month,

Pay as You Go and 12 & 24 Month Standard Mobile Broadband Products” for further details.

- (d) Unless otherwise stated, charges for your Vodafone 12 or 24 Month Standard Mobile Broadband Product are in addition to any handset/device repayments (if applicable) and any costs for excluded data usage.
- (e) 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.
- (f) You may suspend your contract for between 1 and 3 consecutive calendar months once during the Contract Term. You will be charged a fee for each month your contract is suspended. Your Contract Term will be extended by the period of any suspension.

#### 5. Vodafone Apple® iPad WiFi + 3G & Apple® iPad 2 WiFi + 3G Month to Month Mobile Broadband Products (Postpaid Product)

This table specifies minimum monthly spend pricing and monthly data allowance for Month to Month MBB Products:

Contract Term	Minimum Monthly Spend	Contract Minimum Spend	Included Data	Early Exit Fee
Monthly	\$15	\$15	1.5GB	N/A
Monthly	\$29	\$29	4GB	N/A
Monthly	\$39	\$39	10GB	N/A
Monthly	\$49	\$49	12GB	N/A
Monthly	\$59	\$59	16GB	N/A

**Additional Data Price – Australia:** 2c per MB, charged per KB.

**Additional Data Price – International:** 1c per KB (minimum session of 10KB)

The following terms and conditions apply to you if you purchase a Month to Month MBB Product:

- (a) Data allowances can only be used in Australia on Vodafone networks. Data usage outside Australia is charged at the Additional Data Price – International rate.
- (c) If you exhaust your Included Data allowance, additional data usage will be charged at the Additional Data Price – Australia rate.
- (d) Any non-data use (eg content) is charged in addition to your data plan.
- (e) Unless otherwise stated, charges for your Month to Month MBB Product are in addition to any handset/device repayments (if applicable) and any costs for excluded data usage.
- (f) 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.

- (g) If you add the Month to Month MBB Product mid billing cycle, the Minimum Monthly Spend and any applicable bundle discount will be pro-rated.
- (h) Once connected to a Vodafone Apple® iPad Month to Month MBB Product, you must remain connected for at least one full billing cycle. You will remain connected, and you will be charged at least the Minimum Monthly Spend, until you tell Vodafone to stop your Month to Month MBB Product, in which case you will be charged until the end of the then-current month.