

## Vodafone Mobile Broadband

### Prepaid and Postpaid Month to Month, 12 and 24 Month Standard Mobile Broadband Products

#### 1. What Terms and Conditions apply to my Vodafone Prepaid or Postpaid Month to Month, 12 or 24 Month Standard Mobile Broadband Product?

- (a) This document sets out the terms and conditions which 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 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**”).
- (c) When you agree to purchase a Product you accept the Terms.
- (d) Your contract commences on your acceptance of the Terms, however, for Postpaid Products, any minimum contract term which applies does not commence until your service is activated and for Prepaid Products, any credit expiry period does not start until you have recharged and activated your Prepaid account.
- (e) 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**) are 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 referred to in the terms are only available on selected devices and handsets as nominated by Vodafone.
- (b) The Products are available to eligible customers and, for Postpaid Products, credit approved customers, only.
- (c) Unless otherwise stated, only one Vodafone Product can be used per connection to our network.
- (d) Vodafone's Fair Use Policy applies to all Vodafone Products.
- (e) Devices may be locked to our network. A fee may apply to unlock.

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

- (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 device and if in a compatible coverage area. Not all devices are compatible with our network.
- (c) Broadband speeds are available in Vodafone's 3G Mobile Broadband Standard Coverage area. Slower speeds can be expected outside Vodafone's 3G Mobile Broadband Standard Coverage area. See [www.vodafone.com.au/coverage](http://www.vodafone.com.au/coverage) for details.
- (d) All Vodafone services are subject to device capabilities and network limitations and availability. A compatible 3G device is required to access 3G services. Vodafone offers U2100Mhz, U850MHz and U900Mhz devices. Customers with devices that are U2100MHz or U2100/850MHz compatible but not U900MHz compatible will experience 3G coverage in metro and some regional areas (3G Mobile Broadband Standard Coverage area) and 2G (2.5G GPRS or 2.75G Edge) in all other coverage areas. 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. Slower speeds can be expected outside Vodafone's 3G Mobile Broadband Standard Coverage area. See [www.vodafone.com.au/coverage](http://www.vodafone.com.au/coverage) for details.

- (e) The Terms and brochures describing Products contain details regarding device compatibility, network capability and availability relating to the "Vodafone" network. 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) For data Products, a data session starts when you first connect to data services and ends when you disconnect from data services.
- (b) For Vodafone's Prepaid Mobile Broadband Product, a minimum balance is required to start a browsing session.
- (c) When using data Products, some internet services, including web sites and email, may not be accessible.
- (d) Subject to your rights under the *Trade Practices Act 1974* or other relevant legislation, 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.
- (e) Unless otherwise stated, data usage is measured as the combination of both data you send (upload) and receive (download) over our network.

#### **Data service access devices (Prepaid Products and Postpaid Products)**

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

#### **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, your services will end and you may also 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 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, 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 Prepaid Mobile Broadband Products have a credit expiry period. Credit expiry periods are specified for each Vodafone Prepaid Product in Section 4 below and are further discussed at paragraphs (f) and (g) of Section 4 below.
- (d) Unless otherwise stated in the Terms, when the applicable credit expiry period elapses, or when your Prepaid Mobile Broadband account is recharged, any unused credit for that account is forfeited, is not refundable, and cannot be carried over to any other Product.
- (e) Unless otherwise stated, if you change from a Vodafone Mobile Broadband Prepaid Product to any Vodafone Mobile Broadband Postpay Product, any unused credit from your Vodafone Mobile Broadband Prepaid Product is forfeited, is not refundable, and cannot be carried over to your new Vodafone Product.

#### **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 Vodafone \$15 Month to Month Mobile Broadband 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 Prepaid Mobile Broadband Products (Prepaid Product)

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

<b>Standard Starter Pack*</b>	<b>Data Credit</b>	<b>Standard SMS Credit</b>	<b>Credit Expiry Period</b>
\$49	3 GB	15 messages	30 days

\*Standard Starter Pack also includes a Standard USB Modem and SIM card.

<b>Data Plus Starter Pack*</b>	<b>Data Credit</b>	<b>Standard SMS Credit</b>	<b>Credit Expiry Period</b>
\$99	6 GB	15 messages	94 days

\*Data Plus Starter Pack also includes a Standard USB Modem and SIM card.

<b>Pocket WiFi™ Starter Pack*</b>	<b>Data Credit</b>	<b>Standard SMS Credit</b>	<b>Credit Expiry Period</b>
\$99	3 GB	15 messages	30 days

\*Pocket WiFi™ Starter Pack also includes a Pocket WiFi™ device and SIM card.

<b>Recharge price</b>	<b>Data Credit</b>	<b>Standard SMS Credit</b>	<b>Credit Expiry Period</b>
\$19	500 MB	15 messages	30 days
\$29	2 GB	30 messages	30 days
\$49	4 GB	50 messages	30 days
\$100	6 GB	50 messages	180 days
\$150	12 GB	50 messages	365 days

**Samsung Galaxy Tab** device can be purchased for \$999 upfront (paid once).

**The following terms and conditions apply to you if you purchase a Vodafone Prepaid Mobile Broadband Product:**

- (a) You must meet the minimum system requirements as specified by Vodafone to use Prepaid Mobile Broadband Products.
- (b) Included Data Credit and SMS Credit can only be accessed through a Vodafone Mobile Connect card, a compatible modem (including the Pocket WiFi™ device) or a compatible Tablet device (i.e. the Samsung Galaxy Tab™) or Vodafone approved mobile phone when used as a modem only.
- (c) Usage is calculated in per MB increments.
- (d) If accessible by you, the Vodafone Mobile Broadband dashboard, or your Tablet device statistics, will only show approximate Data Credit used.
- (e) Unless otherwise stated, credit provided with Prepaid Mobile Broadband Products can only be used for data services, and cannot be used for any other services such as calls (including VPN calls), TXT/PXT®, Vodafone Central, national and international roaming, STK, IVR and online content purchases.
- (f) If you have a data balance of 15GB or lower and recharge your Prepaid Mobile Broadband Product before the end of the applicable credit expiry period, unused Data credit will be rolled over. If you have a data balance of 15GB or greater, you will not be able to successfully activate your recharge. If you do not recharge before your applicable credit expiry period elapses, any unused credit for that Product is forfeited, is not refundable, and cannot be carried over to any other Product. See paragraph (i) below for further terms regarding your applicable credit expiry period.
- (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 Vodafone Mobile Broadband Prepaid Product which has 365 days expiry and then, 30 days later, you purchase and successfully activate a Vodafone Mobile Broadband Prepaid Product Plan with 30 days expiry, your entire remaining data balance will expire in 335 days).
- (h) If you do not recharge before the Credit Expiry Period elapses, any unused credit for that Product is forfeited, is not refundable, and cannot be carried over to any other Product.

## 5. Vodafone Month to Month Mobile Broadband Products (Postpaid Product)

Product	Contract Term	Minimum Monthly Spend	Contract Minimum Spend	Monthly Included Data
\$15 Month to Month Mobile Broadband Plan	Monthly	\$15*	\$15	1.5GB
\$29 Month to Month Mobile Broadband Plan	Monthly	\$29*	<b>\$29</b>	4GB
\$39 Month to Month Mobile Broadband Plan	Monthly	\$39*	<b>\$39</b>	8GB
\$49 Month to Month Mobile Broadband Plan	Monthly	\$49*	<b>\$49</b>	10GB

This table specifies minimum monthly spend pricing and monthly data allowance for

Vodafone Month to Month Mobile Broadband Products:

\*Customers on a Month to Month Mobile Broadband Product can either bring their own compatible USB Modem, or purchase one from Vodafone for \$49 upfront (paid once) for the Standard USB Modem or \$99 (paid once) for the Quad Band USB Modem. They also have the option of purchasing the Pocket WiFi™ device for \$99 upfront (paid once) or a Samsung Galaxy Tab™ device for \$999 upfront (paid once).

**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 Month to Month Mobile Broadband Product:**

- (a) You must have a compatible USB Modem, Pocket WiFi™ or Tablet device or 3G compatible device to use a Month to Month Mobile Broadband Product.
- (b) 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) All non-data use (eg voice calls, SMS/MMS and content) is charged in addition to your data plan. Refer to Section 7 – “Rates and Charges for Non-Data Use Month to Month, 12 & 24 Month Standard Mobile Broadband Products” for further details.

- (e) Unless otherwise stated, charges for your Vodafone Month to Month Mobile Broadband Product are in addition to any handset/device repayments (if applicable) and any costs for excluded usage or additional 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 Mobile Broadband Product mid billing cycle, the Minimum Monthly Spend and any applicable bundle discount will be pro-rated.
- (h) Once connected to a Month to Month Mobile Broadband 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 Broadband Product, in which case you will be charged until the end of the then-current month.

## 6. Vodafone 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 Vodafone 12 and 24 Month Standard Mobile Broadband Products:

### 12 and 24 Month Standard Mobile Broadband Products

Product	Contract Term	Minimum Monthly Spend	Contract Minimum Spend	Monthly Included Data	Early Exit Fee
\$15 Mobile Broadband Plan  <i>- if you <b>do</b> already have a Vodafone Postpaid Product</i>	12 Months	\$15 (with Standard USB modem) or \$21 (with Pocket WiFi™ or Quad Band USB Modem)	<b>With Standard USB Modem: \$180</b>  <b>With Pocket WiFi™ or Quad Band USB Modem: \$252</b>	1.5GB	\$15 x remaining months on contract (with Standard USB Modem) or \$21 x remaining months on contract (with Pocket WiFi™)
\$15 Mobile Broadband Plan  <i>– if you <b>don't</b> already have a Vodafone Postpaid Product</i>	12 Months	\$15 (with no device) or \$19 (with Standard USB modem or \$21 with Quad Band USB Modem or with Pocket WiFi™)	<b>Without any device: \$180</b>  <b>With Standard USB Modem: \$228</b>  <b>With Pocket WiFi™ or Quad Band USB Modem: \$252</b>	1.5GB	\$15 x remaining months on contract (without any device), \$19 x remaining months on contract (with Standard USB modem or Quad Band USB Modem) or \$21 x remaining months on contract (with Pocket WiFi™)
\$29 Mobile Broadband Plan	12 Months	\$29*	<b>With Standard USB Modem, Quad Band USB Modem or Pocket WiFi™: \$348</b>	4GB	\$20 x remaining months on contract
\$39 Mobile Broadband Plan	12 Months	\$39*	<b>With Standard USB Modem, Quad Band USB Modem or Pocket WiFi™: \$468</b>	8GB	\$20 x remaining months on contract



\$49 Mobile Broadband Plan	12 Months	\$49*	<b>With Standard USB Modem, Quad Band USB Modem or Pocket WiFi™: \$588</b>	10GB	\$20 x remaining months on contract
\$10 Mobile Broadband Plan  <i>Only available to those who are connected to an existing Vodafone Postpaid Product</i>	24 months	\$10 (with Standard USB Modem)	<b>With Standard USB Modem : \$240</b>	500MB	\$10 x months remaining on contract
\$15 Mobile Broadband Plan	24 Months	\$15 (with Standard USB Modem) or \$19 (with Pocket WiFi™ or Quad Band USB Modem) or \$45 (with Samsung Galaxy Tab)	<b>With Standard USB Modem : \$360</b>  <b>With Pocket WiFi™ or Quad Band USB Modem: \$456</b>  <b>With Samsung Galaxy Tab: \$1080</b>	1.5GB	\$15 x remaining months on contract (with Standard USB Modem) or \$19 x remaining months on contract (with Pocket WiFi™) or \$45 x months remaining months on contract (with Samsung Galaxy Tab)
\$29 Mobile Broadband Plan	24 months	\$29* or \$55 (with Samsung Galaxy Tab)	<b>With Standard USB Modem, Quad Band USB Modem or Pocket WiFi™: \$696</b>  <b>With Samsung Galaxy Tab: \$1320</b>	4GB (with Standard USB Modem, Quad Band USB Modem or Pocket WiFi™) or 10GB (with Samsung Galaxy Tab)	\$20 x remaining months on contract (with Standard USB Modem, Quad Band USB Modem or Pocket WiFi™) or \$46 x months remaining months on contract (with Samsung Galaxy Tab)
\$39 Mobile Broadband Plan	24 months	\$39* or \$65 (with Samsung Galaxy Tab)	<b>With Standard USB Modem, Quad Band USB Modem or Pocket WiFi™: \$936</b> <b>With Samsung Galaxy Tab: \$1560</b>	8GB (with Standard USB Modem, Quad Band USB Modem or Pocket WiFi™) or 14GB (with Samsung Galaxy Tab)	\$20 x remaining months on contract (with Standard USB Modem, Quad Band USB Modem or Pocket WiFi™) or \$46 x months remaining months on contract (with Samsung Galaxy Tab)
\$49 Mobile Broadband Plan	24 months	\$49* or \$75 (with Samsung Galaxy Tab)	<b>With Standard USB Modem, Quad Band USB Modem or Pocket WiFi™: \$1176</b>  <b>Samsung Galaxy Tab: \$1800</b>	10GB (with Standard USB Modem, Quad Band USB Modem or Pocket WiFi™) or 16GB (with Samsung Galaxy Tab)	\$20 x remaining months on contract (with Standard USB Modem, Quad Band USB Modem or Pocket WiFi™) or \$46 x months remaining months on contract (with Samsung Galaxy Tab)

\* Includes choice of Standard USB Modem, Quad Band USB Modem or Pocket WiFi™ device.

**Samsung Galaxy Tab:** The Samsung Galaxy Tab is not available with any Vodafone 12 Month Mobile Broadband Products. Customers on a 12 Month Mobile Broadband Plan can either bring their own Samsung Galaxy Tab or purchase one from Vodafone for \$999 outright (paid once). You will not be eligible for any additional data

inclusions (if applicable for your chosen Product ) if you bring your own Samsung Galaxy Tab and sign up to a 12 or 24 Month Standard Mobile Broadband Product or if you purchase one outright from Vodafone and then sign up to a 12 or 24 Month Standard Mobile Broadband Product.

**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:**

- (a) You must have a compatible USB Modem, Pocket WiFi™, 3G Device or Tablet device to use a Vodafone 12 or 24 Month Standard Mobile Broadband Product.
- (b) 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.
- (c) If you exhaust your Included Data allowance, additional data usage will be charged at the Additional Data Price – Australia rate.
- (d) All non-data use (eg voice calls, SMS/MMS and content) is charged in addition to your data plan. Refer to Section 7 – “Rates and Charges for Non-Data Use Month to Month and 12 & 24 Month Standard Mobile Broadband Products” for further details.
- (e) If you are already connected to a Vodafone Postpaid Product (i.e. you are an existing Vodafone contract customer), then you are eligible to receive half price plan access fees in the following circumstances and to the following extent:
  - a. If you purchase a 12 Month Standard Mobile Broadband Product which has a minimum monthly spend (excluding any charges for hardware or devices) of \$29 or greater = 3 months half price plan access fees;
  - b. If you purchase a 24 Month Standard Mobile Broadband Product which has a minimum monthly spend (excluding any charges for hardware or devices) of \$29 or greater and which has not been provisioned with a Samsung Galaxy Tab device = 6 months half price plan access fees (for the avoidance of doubt, if you sign up to a 24 Month Standard Mobile Broadband Plan with a monthly repayment for a Samsung Galaxy Tab device, you will not be eligible for any Plan discount).

Offer applies to half the plan access fee only and does not apply to any hardware or device repayments (for example, any monthly repayments for a USB Modem, or Pocket WiFi device™ will not be discounted and will still apply). Any charges for additional or excluded services will still apply. The offer is not transferrable and not redeemable for cash.

- (f) 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.
- (g) 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.
- (h) 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.

## 7. Rates and Charges for Non-Data Use on Month to Month and 12 & 24 Month Standard Mobile Broadband Products

### Not payable from Included Value

Vodafone Month to Month and 12 & 24 Month Standard Mobile Broadband Products include a fixed amount of data only. This table details other Products that you can purchase from Vodafone via your Mobile Broadband SIM Card, but which **cannot be paid for** from your included value (unless stated otherwise). You will be charged an additional amount for these Products at the rates specified in this table.

Services you can purchase for an additional charge	Rate
Standard National Voice Calls	20c Call Connection fee + 1c per second.
Standard International Voice Calls	Varies - check <a href="http://vodafone.com.au">vodafone.com.au</a> .
Standard National Video Calls	1.5c per second
Standard International Video Calls	1.5 x applicable country rate (rates at <a href="http://Vodafone.com.au">Vodafone.com.au</a> )
Standard National & International TXT up to 160 characters	25c per message
Standard National & International PXT®	25c per message
Standard National & International Video PXT®	75c per message
Voicemail within Australia	20c Call Connection fee to retrieve plus 1c per second.
1223 Directory Assistance	\$1.10 Call Connection fee + standard voice call rates if thru-connected
13 and 1300 Numbers	1c per second
18 and 1800 Numbers	11c per 30 seconds
Customer Care Calls (calls to 1555) within Australia	0c
Re-routed Standard Voice Calls	20 Call Connection fee + 1c per second
Re-Routed TXT or PXT®	25c

International Roaming	Varies, go to <a href="http://vodafone.com.au">vodafone.com.au</a>
Vodafone live!/Vodafone Central content purchase	Price specified at time of purchase
123- Ask Us Anything	65c per 30 seconds billed per second plus \$1.30 call connection fee.
CallScreen	<i>5c for the first 10 seconds or 99c per message</i>
STK Alerts and Content Downloads	Price specified at time of purchase.
Premium TXT/PXT®	Varies depending on service