

## **Terms & Conditions - Vodafone Mobile Broadband**

### **Prepaid and Postpaid Month to Month, 12 Month and Combo Cap Contract Products**

#### **1: What Terms and Conditions apply to my Vodafone Prepaid or Postpaid Month to Month, 12 Month Mobile Broadband or Combo Cap Contract 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 (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. (c) Your contract commences on your acceptance of the Terms, however, any minimum contract term which applies does not commence until your service is activated. (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) 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 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 mobile or other device and if in a compatible coverage area. Not all mobile devices are compatible with our network. (c) Broadband speeds are available in Vodafone's 3G Mobile Broadband zone. Slower speeds can be expected outside Vodafone's 3G Mobile Broadband Zone. See [www.vodafone.com.au/coverage](http://www.vodafone.com.au/coverage) for details. (d) All Vodafone services subject to device capabilities and network limitations and availability. Compatible 3G device required to access 3G services. Vodafone offers 2100Mhz devices and 900Mhz devices. Customers with devices that are 2100MHz compatible but not 900MHz compatible will experience 3G coverage in metro and some regional areas and GPRS (or Edge, where available) coverage in 900MHz areas. (e) The Terms 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, however, you will only be charged for your actual data usage.

(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.

*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, both mobile and mobile broadband services will end. 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 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.

(d) Unless otherwise stated in the Terms, when the credit expiry period elapses, or when your Prepaid Mobile Broadband Product is recharged, any unused credit for that Product 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.

**4: Vodafone Prepaid Mobile Broadband Products (Prepaid Product)**

The table in this brochure specifies types of credit that are provided if you purchase a

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 USB modem or Vodafone approved mobile phone when used as a modem only. (c) Usage is calculated in per MB increments. (d) The Vodafone Mobile Broadband dashboard 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 other services such as VPN calls, Vodafone live!, national and international roaming, STK, IVR and online content purchases. (f) If you recharge your Prepaid Mobile Broadband Product before the end of the Credit Expiry Period, unused Data Credit will be rolled over, provided you do not exceed the maximum balance of 14GB. Any credit in excess of the maximum balances is forfeited, is not refundable, and cannot be carried over to any other Product. (g) 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 (Postpay Product).** The table in this brochure specifies minimum monthly spend pricing and monthly data allowance for Vodafone Month to Month Mobile Broadband Products. *USB Modem price:* \$79 upfront (paid once), or \$0 if you use your own compatible USB Modem. *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 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. (d) Charges for your Vodafone Month to Month Mobile Broadband Product are in addition to any handset/device repayments (if applicable), any payments in relation to voice Products (if applicable), additional or excluded calls or service costs 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. Additional Data charges are billed at the end of the monthly billing cycle in arrears. (f) If you add or remove the Month to Month Mobile Broadband Product mid billing cycle, the Minimum Monthly Spend and any applicable bundle discount will be pro-rated.

**6: Vodafone 12 Month Mobile Broadband Products (Postpay Product).** The table in this brochure specifies minimum monthly spend pricing and monthly data allowance plus minimum contract terms for Vodafone 12 Month Mobile Broadband Products. *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 Month Mobile Broadband Product: (a) You must have a compatible USB Modem to use a 12 Month 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. (d) Charges for your 12 Month Mobile Broadband Product are in addition to any handset/device repayments (if applicable), any payments in relation to voice Products (if applicable), additional or excluded calls or service costs 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. Additional Data 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. **6. Vodafone Combo Cap Contracts (Postpay Product)** The table in this brochure specifies minimum monthly spend pricing, minimum contract terms and monthly data allowances for Vodafone Combo Cap Contract Products. **USB Modem:** You will receive a USB Modem when you agree to purchase a Vodafone Combo Cap Contract Product, without additional charge. This USB Modem is locked to our network, and an unlocking fee will be charged to unlock this USB Modem. *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 Combo Cap Contract Product: (a) Unless otherwise stated, the section below titled "Payable from cap included value" specifies which Products are available to be used from your included value and the rate at which additional services will be charged, and the section below titled "Not payable from cap included value" specifies products which cannot be used from your included value and the additional rate at which you will be charged, if you use those services. (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) The Minimum Monthly Spend is payable for each full monthly billing cycle in advance and is non-refundable. Additional Data charges are billed at the end of the monthly billing cycle in arrears. (e) You will receive a data allowance (unless your Product is the \$29 Combo Cap) or Unlimited BlackBerry® email (BlackBerry® Internet Service (BIS version)). (f) If you have chosen to include Unlimited BlackBerry email with your \$49 Combo Cap, sections 7(d) – 7(i) below also apply to you. (g) You may change from one Vodafone Combo Cap Contract Product to another Vodafone Combo Cap Product once per monthly billing period by calling Vodafone Customer Care, and agreeing to the terms of the new Vodafone Combo Cap Product. Any credit or other benefits from your existing Cap will be forfeited, unless otherwise advised. If you are changing to a less expensive Vodafone Combo Cap Contract 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. (h) 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. (i) 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. **Payable from cap included value** This table details all Products that can be paid from your included value (unless stated otherwise), and the charge rate for those Products. If a Product's price is "unlimited", you will not be charged for that Product. If you ever exhaust your included value, you will be charged an additional amount for all additional Products you use at the rates specified in this table.

Included Services in Your Cap	Cap
Standard National Calls per minute	35¢ Connection fee + 90¢ per minute
Vodafone to Vodafone standard voice calls 24/7 within Australia	Unlimited
Standard International Voice Calls	See vodafone.com.au for rates
Standard National Video Calls	35¢ call connection fee + 1.5 x standard call rate (\$1.35 per minute)
Standard International Video Calls	35¢ call connection fee + 1.5 x International voice call rate)
Standard National & International TXT up to 160 characters	28¢
Standard National & International PXT®	50¢
Standard National & International Video PXT®	75¢
Voicemail	Retrieval: Standard call rate. Free if you choose ring alert option Deposit: Free
Internet on Your Mobile	\$29 Vodafone Combo Cap Contract: \$5 per MB, billed per KB, minimum session of 15kb \$49 & \$69 Vodafone Combo Cap Contract: excluded - see "Not payable from cap included value" table
BlackBerry Email	\$29 Vodafone Combo Cap Contract: excluded - see "Not payable from cap included value" table \$49 & \$69 Vodafone Combo Cap Contract: Unlimited BlackBerry Email and Internet Browsing plus included MB allowance
1223 Directory Assistance	\$2.60 a call (+ standard call rate if you are through-connected.)
13 and 18 Numbers	35¢ connection fee + 90¢ per minute
15 Numbers	Varies, depending on service being called
Customer Care Calls	Unlimited
Re-routed Calls	35¢ connection fee + \$1.20 per minute

**Not payable from cap included value** This table details other Products that you can purchase from Vodafone, 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.

Included Services in Your Cap	Cap
BlackBerry Email	\$29 Vodafone Combo Cap Contract: see vodafone.com.au for rates
National Roaming	Varies - see vodafone.com.au for rates
International Voice Calls	Varies - see vodafone.com.au for rates
Vodafone live! content purchase	Price specified at time of purchase
123- Ask Us Anything	\$1.30 connection fee + \$1.30 per 60 seconds
Internet on Your Mobile	Vodafone \$49 & \$69 Combo Cap Contract: After monthly data allowance exhausted, 50¢ per MB (in per KB increments, minimum session of 12KB)
Excluded internet and data services when using Vodafone Unlimited BlackBerry® Email and Internet Browsing	All Vodafone Unlimited BlackBerry® Email and Internet Browsing Packs Products and Vodafone Cap Products with Unlimited BlackBerry® Email: For all excluded services*, charged at the Internet on Your Mobile rate for your Vodafone Cap Product. * Excluded services include: Pocket Life, Vodafone live! downloads, YouTube and other video streaming, content purchases or downloads from any application not loaded by Vodafone or Research In Motion, Premium TXT and Chat, single downloads of 3MB or larger or any data usage by any application that does not use the BlackBerry® Access Point (APN).

## 7. Unlimited BlackBerry® Email and Internet browsing Packs Products (Postpay 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:

Contract Term	Minimum Monthly Spend	Monthly data allowance	Contract Minimum Spend	Early Exit Fee
24 Months	\$10	Unlimited BlackBerry® Email and Internet browsing	\$240	\$5 x remaining months left on contract
Monthly	\$20	Unlimited BlackBerry® Email and Internet browsing	\$20	None

The following terms and conditions apply to you if you purchase an Unlimited BlackBerry® Email and Internet browsing Pack Product: (a) Vodafone Unlimited BlackBerry® Email and Internet browsing Pack Products are available to you if you are connected and remain connected to a valid Vodafone Combo Cap Product. If your Vodafone Combo Cap 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 Vodafone 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 applies to BlackBerry® data usage accessed via the BlackBerry Access Point (APN) within Australia on Vodafone's GPRS network for the BlackBerry® Internet Service (BIS). Applications must use the BlackBerry® Access Point (APN) to access the internet to ensure data usage is taken out of your Unlimited BlackBerry® Email and Internet browsing Product's included data allowance. (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. (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 cap included value" table in section 5. (i) Data allowances can only be used in Australia, on Vodafone networks.