

# Caps

## 1. What Terms and Conditions Apply to my Vodafone Cap Product?

(a) The terms and conditions that will apply to your Product or Products are:

- (i) all the terms and conditions contained in this document;;
  - (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); and
  - (iii) all the terms and conditions contained in any application form you complete when you agree to purchase a Product,
- (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;

## 2. Important Things You Need to Know

### Availability

- (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 credit approved customers only.
- (c) Unless otherwise stated, only one Vodafone Cap Product can be used per connection to the Vodafone network.
- (d) Mobile devices may be locked to the Vodafone network. A fee may apply to unlock.

### Factors affecting availability and performance

- (a) Network coverage and many other factors may affect the availability and performance of certain Products.

(d) Some Products have a minimum contract term. If your contract is terminated before the end of this term, you may be required to pay fees, such as an Early Exit Fee or a Handset Recovery Fee. Depending on the Product this may be in addition to any applicable handset payments and additional or excluded call, data or service costs. Early Exit Fees are set out in the pricing table for your Product;

(e) 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.

For more information, call Vodafone on 1300 650 410 or visit [vodafone.com.au](http://vodafone.com.au).

(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 Vodafone networks.

(c) 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. High bandwidth applications, such as video streaming, video calling, Mobile TV, MusicStation and full track downloads, only available in Vodafone's 3G Mobile Broadband Zone. Slower speeds can be expected outside Vodafone's 3G Mobile Broadband Zone.

(d) Notwithstanding anything else in our contract with you, we may provide services to you using any telecommunications network we consider 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 [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**

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

(b) When using data Products, some internet services, including web sites and email, may not be accessible.

### **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

(g) All rates and charges are subject to change. We 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. 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.

## **3. Vodafone Cap Contracts and Vodafone Unlimited Cap Contracts (excluding SIM Only Caps)**

This table specifies minimum monthly spend pricing and 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 you use a Product that is not payable from your included value, you will be charged an amount additional to your minimum monthly spend.

**(c)** 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.

**(d)** Unless otherwise stated, the section of the Terms titled “Vodafone Rates: What is payable from my Vodafone Cap Product’s included value?” specifies which Products are or are not available to be used from your included value and the rate at which additional services will be charged.

**(e)** Certain Products referred to in the Terms as “unlimited” may be subject to Vodafone’s fair use policy.

**(f)** Each call charge is rounded up to the nearest cent before GST is included.

contract terms for Vodafone Cap Contract and Vodafone Unlimited Cap Contract Products:

Product - Minimum Monthly Spend	12 month contract term minimum spend	24 month contract term minimum spend	Early Exit Fee
\$19	Not available	\$456	\$19 x remaining months on contract
\$29	\$348	\$696	\$29 x remaining months on contract
\$49	\$588	\$1176	\$49 x remaining months on contract
\$69	\$828	\$1656	\$69 x remaining months on contract
\$79	\$948	\$1896	\$79 x remaining months on contract
\$99 Unlimited (excludes voicemail)	Not available	\$2376	\$99 x remaining months on contract
\$119 Unlimited	Not available	\$2856	\$119 x remaining months on contract

The following terms and conditions apply to you if you purchase a Vodafone Cap Contract or Vodafone Unlimited Cap Contract Product:

- (a) You will receive a data allowance (unless your Product is the \$19 Cap or the \$29 Cap) or Unlimited BlackBerry® email (BlackBerry® Internet Service (BIS version)).
- (b) If you have chosen to include Unlimited BlackBerry® email with your Vodafone Cap Contract or Vodafone Unlimited Cap Contract Product, sections 6(d) – 6(i) below also apply to you.
- (c) You may change from one Vodafone Cap Contract Product to another Vodafone Cap Product once per monthly billing period by calling Vodafone Customer Care, and agreeing to the terms of the new Vodafone 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 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.

The following terms and conditions apply to you if you purchase a SIM Only Cap Product:

- (a) All customers will receive a data allowance or Unlimited BlackBerry® email (BlackBerry® Internet Service (BIS version) (excluding customers on the \$20 SIM Only Cap).
- (b) If you have chosen to include Unlimited BlackBerry® email with your SIM Only Cap Product, sections 6(d) – 6(i) below also apply to you.

5. Vodafone Internet on Your Mobile

This table specifies minimum monthly spend pricing, minimum contract terms and monthly data allowances for Vodafone Internet on Your Mobile Products:

Contract Term	Minimum Monthly Spend	Monthly Data Allowance	Contract Minimum Spend	Early Exit Fee
Monthly	\$4.95	50MB	\$4.95	None
Monthly	\$9.95	250MB	\$9.95	None

**(d)** 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.

4. Vodafone SIM Only Caps

This table specifies minimum monthly spend pricing for Vodafone SIM Only Cap Products:

Contract Term	Minimum Monthly Spend	Contract Minimum Spend	Early Exit Fee
Monthly	\$20	\$20	None
Monthly	\$35	\$35	None
Monthly	\$55	\$55	None

Monthly	\$19.95	1GB	\$19.95	None
Monthly	\$39.95	3GB	\$39.95	None
12 Months	\$4.95	100MB	\$59.40	\$4.95 x remaining months on contract
12 Months	\$9.95	500MB	\$119.40	\$9.95 x remaining months on contract
12 Months	\$19.95	2GB	\$239.40	\$19.95 x remaining months on contract
12 Months	\$39.95	6MB	\$479.40	\$39.95 x remaining months on contract

The following terms and conditions apply to you if you purchase a Vodafone Internet on Your Mobile Product:

**(a)** Vodafone Internet on Your Mobile is available to customers who are connected and remain connected to a valid Vodafone Cap Product.

**(b)** Minimum monthly spend for Vodafone Internet on Your Mobile excludes any additional mobile device payments (if applicable).

(c) Standard rates apply once your monthly data allowance has been exhausted. Additional data charges cannot be paid from your Vodafone Cap Product's included non data allowance.

(d) Data allowances can only be used in Australia, on Vodafone networks.

(e) Cancellation will take effect from the end of the month on which you tell us that you want to stop receiving the Vodafone Internet on Your Mobile Product. You will be billed until the end of that month.

## 6. Unlimited BlackBerry® Email and Internet Browsing Packs Products

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

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

(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

Monthly	\$20	Unlimited BlackBerry® Email and Internet Browsing	\$20	None
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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 Cap Product. If your Vodafone 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.

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 10.

(i) Data allowances can only be used in Australia, on Vodafone networks.

## 7. Message Mate Packs

This table specifies minimum monthly spend pricing and monthly message allowances for Vodafone Message Mate Pack Products:



Minimum Monthly Spend	Product Plan and Monthly Message Allowance
\$8	Message mates: 400 standard national TXT or PXT per month
\$15	Message Mates Unlimited: Unlimited standard national TXT & PXT per month

The following terms and conditions apply to you if you purchase a Vodafone Message Mate Pack Product:

- (a) Vodafone Message Mate Pack Products are only available to you if you agree to purchase a new Vodafone Postpay Cap Product (or renew an existing Vodafone Postpay Cap Product).
- (b) A TXT message consists of a maximum of 160 characters.
- (c) Standard rates apply once TXT/PXT allocation has been exhausted (excludes Unlimited Message Mate Pack).
- (d) Cancellation will take effect from the end of the month on which you tell us that you want to stop receiving the Message Mate Pack

(c) You will only be able to download full length tracks in Vodafone's 3G Mobile Broadband Zone with a coverage compatible handset..

## 9. Vodafone Compass

The Vodafone Compass Product may be purchased on a day-to-day basis (for \$2.50 per day) or on a monthly basis, (for a minimum monthly spend of \$8 per month with your first month free).

The following terms and conditions apply to you if you purchase the Vodafone Compass Product:

- (a) Vodafone Compass is for use in Australia only.
- (b) If you purchase the Vodafone Compass Product on a monthly basis, cancellation will take effect from the end of the month on which you tell us that you want to stop receiving the Vodafone Compass Product. You will be billed until the end of that month.

## 10. Vodafone Rates: What is payable from my Vodafone Cap Product's included value?

Product. You will be billed until the end of that month.

(e) Your monthly message allowance can only be applied to standard national and international TXT & PXT from within Australia. Video PXT and Premium TXT are excluded.

(f) You may only purchase one Vodafone Message Mate Product per billing cycle.

## 8. MusicStation

The minimum monthly spend for the MusicStation Product is \$11.95 per month.

The following terms and conditions apply to you if you purchase the MusicStation Product:

(a) MusicStation is available on Vodafone live! and only available on selected handsets.

(b) Tracks will be available for as long as you continue to pay the minimum monthly spend for the MusicStation Product.

## 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	Rate
Standard National Calls per minute	Vodafone Cap Contracts, &, SIM Only Caps: <i>35¢ Connection fee + 90c per minute</i> Unlimited Cap Contracts: <i>Unlimited</i>
Vodafone to Vodafone standard voice calls 24/7 within Australia	Vodafone Cap Contracts, Unlimited Cap Contracts, SIM Only Caps (excluding \$19 Cap Contract and \$20 SIM Only Cap): <i>Unlimited</i> \$19 Cap Contract & \$20 SIM Only Cap: Standard call rates apply

Included Services in Your Cap	Rate
Standard International Voice Calls	Vodafone Cap Contracts & SIM Only Caps: see Vodafone.com.au for rates Unlimited Caps: <i>excluded – see “Not payable from cap included value” table</i>
Standard National Video Calls	Vodafone Cap Contracts, SIM Only Caps: <i>35¢ call connection fee + 1.5 x standard call rate (\$1.35 per minute)</i> Unlimited Cap Contracts: <i>Unlimited</i>
Standard International Video Calls	Vodafone Cap Contracts, SIM Only Caps: <i>35¢ call connection fee + 1.5 x International voice call rate)</i> Unlimited Caps: <i>excluded – see “Not payable from cap included value” table</i>
Standard National & International TXT up to 160 characters	79 Vodafone Cap Contract and \$55 SIM Only Caps: <i>Unlimited</i> Unlimited Cap Contracts: <i>Unlimited</i> All other Vodafone Cap Contracts and SIM Only Caps: 28¢
Standard National & International PXT®	Vodafone Cap Contracts and SIM Only Caps: 50¢ \$79 Cap Contracts, \$55 SIM Only, Unlimited Cap Contracts: <i>Unlimited</i>
Standard National & International Video PXT®	Vodafone Cap Contracts and SIM Only Caps: 75¢ \$79 Cap Contracts, \$55 SIM Only, Unlimited Cap Contracts: <i>Unlimited</i>

13 and 18 Numbers	Vodafone Cap Contracts and SIM Only Caps: <i>35¢ connection fee + 90¢ per minute</i> \$99 Unlimited Cap Contracts: <i>excluded – see “Not payable from cap included value” table</i> \$119 Unlimited Cap Contract: <i>Unlimited</i>
15 Numbers	Vodafone Cap Contracts and SIM Only Caps: <i>Varies, depending on service being called</i> Unlimited Cap Contracts: <i>excluded – see “Not payable from cap included value” table</i>
Customer Care Calls	Vodafone Cap Contracts, Unlimited Cap Contracts, SIM Only Caps: <i>Unlimited</i>
Re-routed Calls	Vodafone Cap Contracts and SIM Only Caps: <i>35¢ connection fee + \$1.20 per minute</i> Unlimited Cap Contracts: <i>excluded – see “Not payable from cap included value” table</i>

Voicemail	Vodafone Cap Contracts and SIM Only Caps: <i>Retrieval: Standard call rate. Free if you choose ring alert option Deposit: Free \$99 Unlimited Cap Contract: excluded – see “Not payable from cap included value” table \$119 Unlimited Cap Contract: Unlimited</i>
Internet on Your Mobile	\$19 & \$29 Vodafone Cap Contracts: <i>\$5 per MB, billed per KB, minimum session of 15kb</i> All other Vodafone Cap Contracts, Unlimited Cap Contracts and SIM Only Caps: <i>excluded - see “Not payable from cap included value” table</i>
BlackBerry Email	\$49, \$69 and \$79 Vodafone Cap Contracts, Unlimited Cap Contracts and SIM Only Caps: <i>Unlimited BlackBerry Email and Internet Browsing plus included MB allowance</i> \$19 and \$29 Cap: <i>excluded - see “Not payable from cap included value” table</i>
1223 Directory Assistance	Vodafone Cap Contracts and SIM Only Caps: <i>\$2.60 a call (+ standard call rate if you are through-connected.) Unlimited Cap Contracts: excluded – see “Not payable from cap included value” table</i>

## 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.

Service you can purchase for additional charge	Rate
BlackBerry Email	\$19 & \$29 Vodafone Cap Contracts – see <a href="http://vodafone.com.au">vodafone.com.au</a> for rates
National Roaming	Vodafone Cap Contracts, SIM Only Caps and Unlimited Cap Contracts: <i>Varies - see <a href="http://vodafone.com.au">vodafone.com.au</a> for rates</i>
Voicemail Retrieval	\$99 Unlimited Cap Contract: <i>35¢ connection fee + 30¢ per 30 seconds</i>
International Voice Calls	Unlimited Cap Contracts: <i>Varies– see <a href="http://vodafone.com.au">vodafone.com.au</a> for rates</i>

Service you can purchase for additional charge	Rate
International Video Calls	Unlimited Cap Contracts, 35¢ call connection fee + 1.5 x international voice call rate
Vodafone live! content purchase	Vodafone Cap Contracts, SIM Only Caps and Unlimited Cap Contracts: Price specified at time of purchase
123- Ask Us Anything	Vodafone Cap Contracts, SIM Only Caps: \$1.30 connection fee + \$1.30 per 60 seconds Unlimited Cap Contracts: \$1.30 connection fee + 65¢ per 30secs
1223 Directory Assistance	Unlimited Cap Contracts: \$2.60 a call (+ standard call rate if you are through-connected.)
Re-routed Calls	Unlimited Cap Contracts: 35¢ connection fee + 60¢ per 30 seconds
13 and 18 Numbers	\$99 Unlimited Cap Contracts: 35¢ connection fee + 30¢ per 30secs
15 Numbers	Unlimited Cap Contracts: Varies, depending on service being called

Internet on Your Mobile	Vodafone Cap Contracts (excluding \$19 & \$29 Vodafone Cap Contracts) and SIM Only Caps: After monthly data allowance exhausted, 50¢ per MB (in per KB increments, minimum session of 12KB) Unlimited Cap Contracts: After monthly data allowance exhausted, 12 ¢ 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, You Tube 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).