

# Terms & Conditions

## Caps

### 1 Terms and conditions for Vodafone Cap Contracts and Vodafone SIM Only Caps

(a) Vodafone Cap Contracts are available to credit approved customers who agree to a minimum commitment period of 12 or 24 months.

Minimum Monthly Spend	Minimum cost over 12 months	Minimum cost over 24 months	Early Exit Fee
\$29	\$348	\$696	\$14.50 x remaining months on contract plus \$14.50 x remaining months on contract for handset early exit fee
\$49	\$588	\$1176	\$49 x remaining months on contract
\$59	Not applicable	\$1416	\$59 x remaining months on contract
\$69	\$828	\$1656	\$69 x remaining months on contract
\$79	\$948	\$1896	\$79 x remaining months on contract
\$99	\$1188	\$2376	\$99 x remaining months on contract

### Vodafone SIM Only Caps

(b) Vodafone SIM Only Caps are available to credit approved customers who agree to a minimum commitment period of 6 months.

Minimum Monthly Spend	Minimum cost over 6 months	Early Exit Fee
\$20	\$120	\$20 x remaining months on contract
\$35	\$210	\$35 x remaining months on contract
\$55	\$330	\$55 x remaining months on contract

(c) The Vodafone Cap Contracts and the Vodafone SIM Only Caps are for personal use only and cannot be used for corporate or commercial purposes.

(d) Minimum Monthly Spend and minimum cost over term excludes handset payments and additional or excluded call, data or service costs, as applicable.

(e) Minimum total cost over contract term is calculated by multiplying the Minimum Monthly Spend by the contract period.

(f) Early Exit Fee, which is payable if a customer does not remain connected to their selected Cap for the contract period is in addition to any handset payments

(including any handset recovery fees or handset early exit fees) and additional or excluded call, data or service costs, as applicable.

(g) Credit awarded can only be used on Standard Calls, Standard video calls, Standard & international TXT, Standard and international PXT® and video PXT®, voicemail retrieval, national roaming onto the public mobile telecommunications networks of other carriers within Australia (excluding international calls while national roaming), Vodafone live! surfing, 1223 Directory Assistance, 13, 15 and 1800 numbers, Customer Care calls (excluding the \$29 Vodafone Cap Contract and the \$20, \$35 and \$55 Vodafone SIM Only Caps, where this service will be charged in addition to the Minimum Monthly Spend), Mobile Internet (PAYG only), 123 'Ask us anything' (excluding the \$29, \$49 and \$69 Vodafone Cap Contracts and the \$20 and \$35 Vodafone SIM Only Caps, where this service will be charged in addition to the Minimum Monthly Spend). If usage of these services exceeds the credit awarded, customers will be charged the Minimum Monthly Spend of their selected Cap and for any of the services used above the credit awarded (plus for any excluded services). See rates table for charges which apply for usage above the credit awarded or visit [vodafone.com.au](http://vodafone.com.au).

(h) Calls and services for which customers will be charged in addition to their Minimum Monthly Spend and which are not included in the credit awarded include, but are not limited to: international calls (including when national roaming), international video calls, Customer Care calls (for the \$29 Vodafone Cap Contract and the \$20, \$35 and \$55 Vodafone SIM Only Caps), 123-Ask us anything (for the \$29, \$49 and \$69 Vodafone Cap Contracts and the \$20 and \$35 Vodafone SIM Only Caps), international roaming, Vodafone live! content and chat purchases, My Vodafone content purchases, premium TXT, numbers and services (eg. TXT voting, TXT competitions, 1900 numbers and competitions), CALLScreen and STK (SIM Toolkit), IVR & Web Services Content Purchases. See rates table for charges for these calls and services or visit [vodafone.com.au](http://vodafone.com.au).

(i) For the \$29 Vodafone Cap Contract and the \$20, \$35 and \$55 Vodafone SIM Only Caps, enquiries to Customer Care will incur a \$2.50 fee (excluding calls related to bills, charges or billing services and calls made by disabled customers) (Pay for Service calls).

(j) Customers connected to the \$29 Vodafone Cap Contract and the \$20, \$35 and \$55 Vodafone SIM Only Caps must have direct debit set as their default monthly payment method. Change of payment method will incur a \$5.50 charge per month. This charge is not included in the awarded credit and will be charged in addition to the Minimum Monthly Spend.

(k) One month credit expiry period applies. Credit awarded cannot be carried over if it has not been used within the 1 month credit expiry period. Credit which is not used by the end of the monthly billing period or when a customer terminates their Cap with Vodafone is forfeited.

(l) When a customer connects to a Vodafone Cap Contract or a Vodafone SIM Only Cap, they are entitled to choose one of three bonus options: Free Evenings and Weekends, Vodafone Best Mate or 100 Free TXT. Customers can change their bonus options once a month.

(m) The Free Evenings and Weekends offer includes unlimited calls to other Vodafone mobile numbers within Australia, from 20:00:00 to 23:59:59 on weekdays and from 00:00:00 on Saturday morning to 23:59:59 on Sunday night. Fair Use Policy applies.

(n) The Vodafone Best Mate offer includes unlimited calls to 1 other nominated Vodafone mobile number within Australia, as chosen by the customer at the commencement of the contract term. A customer can change their nominated Vodafone mobile number once a month through the Vodafone website. Fair Use Policy applies.

(o) The 100 Free TXT bonus includes 100 Standard TXT (maximum 160 characters) per month to send from within Australia to any other mobile phone in Australia and to mobiles on selected networks overseas. The Standard TXT rate will apply to Standard TXT sent once the customer has used up their quantity of free TXT. 100 Free TXT subject to a 1 month expiry period.

(p) For customers on the \$69, \$79 and \$99 Vodafone Cap Contracts only, based on the device selected, customers will receive 1GB of data or Unlimited BlackBerry® email (BlackBerry® Internet Service (BIS) version) and 50MB of data.

(q) For customers on the \$69, \$79 and \$99 Vodafone Cap Contracts, 1GB data only option for non-BlackBerry® smartphones is subject to a 1 month expiry period and is for use within Australia on Vodafone's GPRS and 3G networks. Included data

which is not used by the end of the monthly billing period or when a customer terminates their \$69, \$79 or \$99 Vodafone Cap Contract with Vodafone is forfeited. A session starts when a customer first connects to the Data Services and ends when a customer disconnects from the Data Services. Data usage is calculated per KB. Data usage over the included monthly data allowance is charged at \$0.12 per MB (with a minimum charge session of 50KB). Included voice credit cannot be used for excess data usage charges. Data usage over the included monthly data allowance will need to be paid for separately, in addition to the Minimum Monthly Spend of the \$69, \$79 or \$99 Vodafone Cap Contract.

(r) For customers on the \$69, \$79 and \$99 Vodafone Cap Contracts, the Unlimited BlackBerry® email is subject to Vodafone's Fair Use Policy. Unlimited BlackBerry® email provides access to Data Services which enables customers to send and receive emails. A session starts when a customer first connects to the Data Services and ends when a customer disconnects from the Data Services. The BlackBerry® browser icon or any specific application browser icon loaded on the customer's BlackBerry® at the time of purchase (excluding Compass and Pocket Life) must be used to access the internet to ensure data usage is taken out of the included data awarded with Unlimited BlackBerry® email. Accessing the internet through any other icon such as Vodafone live! will attract additional charges of \$0.12 per MB (with a minimum charge session of 50KB), once the included 50MB of data has been used up. Included data awarded can be used to browse Vodafone live! (but not downloads) and access any webmail account supported by BIS (including Yahoo!, Hotmail, Gmail and Pop3/IMAP). Included data awarded does not include access to Compass; Pocket Life; Vodafone live! downloads, You Tube and other video streaming or downloads from any application not loaded by Vodafone or Research In Motion (RIM); Premium TXT and Chat; or single downloads of 3MB or larger. Unlimited BlackBerry® email can only be activated on BlackBerry® Built-In handhelds as authorised by Vodafone and RIM. Unlimited BlackBerry® email applies to email data usage within Australia on Vodafone's GPRS network for the BlackBerry® Internet Service, applicable to retail consumers. In addition to the terms and conditions set out above in relation to use of Unlimited BlackBerry® email, RIM'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 use of these products and services.

(s) For customers on the \$69, \$79 and \$99 Vodafone Cap Contracts, 50MB of data included with Unlimited BlackBerry® email is subject to a 1 month expiry period and is for use within Australia on Vodafone's GPRS and 3G networks. Included data which is not used by the end of the monthly billing period or when a customer terminates their \$69, \$79 or \$99 Vodafone Cap Contract with Vodafone is forfeited. A session starts when a customer first connects to the Data Services and ends when a customer disconnects from the Data Services. Data usage is calculated per KB. Data usage over the included monthly data allowance is charged at \$0.12 per MB (with a minimum charge session of 50KB). Included voice credit cannot be used for excess data usage charges. Data usage over the included monthly data allowance will need to be paid for separately, in addition to the Minimum Monthly Spend of the \$69, \$79 or \$99 Vodafone Cap Contract.

## 2 Vodafone Internet on Your Mobile

(a) Vodafone Internet on Your Mobile is available on a Month to Month basis to credit approved customers who are connected and remain connected to a valid Cap.

(b) Minimum monthly spend for Vodafone Internet on Your Mobile is in addition to the Minimum Monthly Spend of selected Cap and excludes any additional device payments (if applicable) and additional or excluded call, TXT, data and service costs.

(c) Minimum Monthly Spend to be paid on a pro rata basis from the date the customer first connects to the Vodafone Internet on Your Mobile service until the first full monthly billing cycle. Customers must be connected for one full monthly bill cycle.

(d) Included data is subject to a 1 month expiry period. Included data awarded with Vodafone Internet on Your Mobile which is not used by the end of the monthly billing period or when the service is terminated with Vodafone is forfeited.

(e) Usage over 200MB per month is charged at 12c per MB with a minimum charge per session of 50KB.

(f) Included data awarded with Vodafone Internet on Your Mobile is for use in Australia only on Vodafone's GPRS/3G network. Included data does not include services such as BlackBerry® usage, Vodafone live! downloads and Premium TXT.

(g) Connection to Vodafone Internet on Your Mobile is recurring. The Minimum Monthly Spend will continue to be charged to customer's account each month and will continue to apply until the end of the month in which the customer notifies Vodafone that they want to discontinue the Vodafone Internet on Your Mobile service.

(h) There will be no pro rata discounts if the customer cancels the Vodafone Internet on Your Mobile service mid-billing cycle. Such cancellation will not take effect until the end of that monthly billing cycle. The customer will be liable for the full Minimum Monthly Spend of the Vodafone Internet on Your Mobile service until the end of the monthly billing cycle in which the customer notifies Vodafone that they want to discontinue the Vodafone Internet on Your Mobile service. The customer will be awarded their included data allowance for that month.

### 3 Internet Email with BlackBerry®

(a) Internet Email with BlackBerry® is available to credit approved customers who agree to a minimum commitment period of 24 months and who are also connected and remain connected to a valid Cap.

Minimum Monthly Spend	Minimum total cost over 24 months (Minimum Monthly Spend x contract period)	Included Monthly Data*	Early Exit Fee (EEF) if customer disconnects before end of 24 months	Additional data usage costs if included monthly data allowance exceeded in billing period
\$24.95	\$598.80	Unlimited^	\$12.50 x remaining months left on contract	Not applicable
\$14.95	\$358.80	1.5MB	\$7.50 x remaining months left on contract	\$5.00 per MB with a minimum charge per session of 2KB.

^ Fair Use policy applies

(b) Minimum Monthly Spend and minimum total cost over contract term of the Internet Email with BlackBerry® service is in addition to the Minimum Monthly Spend of selected Cap and excludes any additional device payments (if applicable) and additional or excluded call, TXT, data and service costs.

(c) Early Exit Fee is in addition to any outstanding handset or equipment payments, any payments in relation to the selected Cap and any use of additional or excluded services.

(d) Customer will be liable to pay Minimum Monthly Spend on a pro rata basis from the date customer connects to the Internet Email with BlackBerry® service until the first full billing cycle.

(e) Included data is subject to a 1 month expiry period. Included data awarded with Internet Email with BlackBerry® which is not used by the end of the monthly billing period or when customer terminates their contract with Vodafone is forfeited.

(f) Internet Email with BlackBerry® provides access to Data Services which enables customers to send and receive emails. A session starts when a customer first connects to the Data Services and ends when a customer disconnects from the Data Services. The BlackBerry® browser icon or any specific application browser icon loaded on the customer's BlackBerry® at the time of purchase (excluding Compass and Pocket Life) must be used to access the internet to ensure data usage is taken out of the included data awarded with Internet Email with BlackBerry®. Accessing the internet through any other icon such as Vodafone live! will attract additional charges of \$0.50 per MB (with a minimum charge per session of 12KB). Included data awarded can be used to browse Vodafone live! (but not downloads) and access any webmail account supported by BIS (including Yahoo!, Hotmail, Gmail and Pop3/IMAP). Included data awarded does not include access to Compass; Pocket Life; Vodafone live! downloads, You Tube and other video streaming or downloads from any application not loaded by Vodafone or Research In Motion (RIM); Premium TXT and Chat; or single downloads of 3MB or larger. Internet Email

with BlackBerry® can only be activated on BlackBerry® Built-In handhelds as authorised by Vodafone and RIM. Internet Email with BlackBerry® applies to email data usage within Australia on Vodafone's GPRS network for the BlackBerry® Internet Service, applicable to retail consumers. In addition to the terms and conditions set out above in relation to use of Internet Email with BlackBerry®, RIM'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 use of these products and services.

#### **4 MusicStation**

(a) MusicStation is available on Vodafone live! and subject to network availability. Tracks will be available for the duration of the subscription. Customers will only be able to download full length tracks on compatible handsets in 3G areas.

#### **5 Vodafone Compass**

(a) Vodafone Compass is for use in Australia only and is subject to network availability and handset capabilities.

(b) Connection to Vodafone Compass is recurring. The minimum monthly access fee will continue to be charged to customer's account each month and will continue to apply until the end of the month in which the customer notifies Vodafone that they want to discontinue the Vodafone Compass service. First month free offer available upon subscription to service. After free trial, recurring subscription fees apply until cancelled.

#### **6 Other things postpay customers should know**

(a) Unless otherwise specified, only 1 postpay Vodafone Cap permitted per Vodafone connection at any one time.

(b) A customer may request to change from their Cap only once per monthly billing period by calling Vodafone Customer Care. If the customer does this, the customer must accept the terms of their new contract (including any applicable Early Exit Fee, plan change fee and/or handset recovery fee or handset early exit fee). Any credit, discounted call or TXT rates or other bonus options, as applicable, from the customer's existing Cap are forfeited. For changes including moving from a Cap to a lower value contract or another 6, 12 or 24 month contract with a lower value, or to a Month to Month or Prepay plan, a plan change fee, Early Exit Fee, Handset Recovery Fee or Handset Early Exit Fee may apply. Any such change must be requested at least 1 day prior to the customer's next billing period and will take effect from the start of the customer's next monthly billing period. Contact Vodafone Customer Care for more information.

(c) Standard Calls include calls to and from a customer's mobile phone to any other mobile phone connected to any public mobile telecommunications network in Australia and any fixed line phone connected to any public fixed line telecommunications network in Australia, excluding, without limitation, international calls, calls to special numbers and services, video calls and national and international roaming calls made when a customer roams on the public mobile telecommunications networks of other carriers in Australia and overseas.

(d) Standard TXT includes sending TXT from a customer's mobile phone to any other mobile phone connected to a public mobile telecommunications network in Australia and any mobile phone connected to selected mobile telecommunications networks overseas. Standard TXT excludes, without limitation, Premium TXT, Vodafone live! and SIM Toolkit services. The Standard TXT rate applies to Standard TXT sent up to 160 characters. If one message is more than 160 characters each additional character will form part of a new message up to a maximum of 154 characters per subsequent message, with each subsequent message attracting the applicable rate.

(e) Actual call charges may vary on statement as each call charge is rounded up to the nearest cent before GST is included. All prices are subject to change.

(f) Customers will be allocated to a bill cycle shortly after they connect to their chosen Vodafone Cap. The Minimum Monthly Spend is payable for each full monthly billing period in advance and is non-refundable unless the service is suspended for a significant period of time. Additional call usage charges are billed at the end of each monthly billing period. Once allocated to a bill cycle, customers may receive a first bill within 1 to 7 days to cover that period. As the first full billing period would not have commenced, the Minimum Monthly Spend will be calculated on a pro rata basis. Any unused credit awarded will be forfeited after this time. A customer's first bill will also contain the Minimum Monthly Spend for the next full monthly billing period and any charges for any additional and/or excluded calls made and/or data or services used during that initial period. Once the full monthly billing period commences, the one month expiry period for credit and/or data, as

applicable will apply.

(g) Paperless billing is the default bill delivery method for Vodafone customers. Vodafone will not provide paper bills except in special circumstances. Special circumstances include: (a) for disabled or disadvantaged customers for whom there will be no charge for a paper bill once Vodafone is notified and has ascertained (at Vodafone's sole discretion) the customer's circumstances; (b) for customers connected to Business call and data caps or plans for whom there will be no charge for a paper bill; and (c) any other circumstances as determined by Vodafone (at Vodafone's sole discretion) and for which a charge of \$2.20 per paper bill may be applied. If such a charge is applied the charge is not included in the awarded credit and will be charged in addition to the Minimum Monthly Spend.

(h) Customers on contracts may suspend the commitment period of their contract for between 1 to 3 consecutive calendar months once during their commitment period by calling Customer Care. Customers will be charged an amount for each month that their commitment period is suspended based on the contract they are connected to at the time – contact Customer Care for relevant charges. The period of the suspension will be added to a customer's overall commitment period.

(i) For customers on contracts any free or discounted mobile handset offers are only available from Vodafone's selected mobile handset range when a customer connects to a contract and cannot be redeemed for cash or as a credit against a customer's call or service costs with Vodafone. These mobile handset offers are not available if an existing customer switches between contracts during their commitment period.

(j) A compatible handset is required to use 3G services, GPRS, Vodafone live! services, PXT® and Video PXT®, video calling and other special services. Certain services, such as PXT® and video calling also require the person the customer is calling to have a compatible handset.

(k) All Vodafone services are subject to local and overseas network limitations and availability and individual handset and device capabilities. 3G services are only available in 3G coverage areas with a 3G capable device. Vodafone's 3G broadband network covers selected metro areas of most capital cities and selected parts of the NSW Central Coast, Gold & Sunshine Coasts. 3G is not available in TAS or NT. Outside 3G broadband areas Vodafone Mobile Internet operates at slower access and download speeds on Vodafone's 2.5G network. For the latest information on Vodafone's network in Australia or overseas, visit [vodafone.com.au/coverage](http://vodafone.com.au/coverage).

(l) When using Data Services, some internet and web sites and services and some email services may not be accessible.

(m) Handsets and devices purchased through Vodafone outlets in Australia may be locked to the Vodafone network. A fee may apply for unlocking selected handsets, visit [vodafone.com.au](http://vodafone.com.au) or call 1555 for more details.

(n) Mobile Payment Plan is available to credit approved customers on contract. Terms and conditions apply, visit [vodafone.com.au](http://vodafone.com.au) for more details.

## **7 International roaming with Vodafone World™ and Vodafone Traveller**

(a) Higher rates apply when international roaming. For rates which apply to international roaming on Vodafone World™ or Vodafone Traveller, go to [vodafone.com.au](http://vodafone.com.au). To activate international roaming, contact Vodafone customer care at least 72 hours prior to departure. A security deposit may be required. Some Vodafone services may not be available while roaming in some countries. Customers must specifically opt-in to Vodafone Traveller; Vodafone World™ is the default roaming product for postpay customers. Vodafone World™ and Vodafone Traveller international roaming charges will be charged in addition to a customer's Minimum Monthly Spend.

## **8 Vodafone Standard Form of Agreement**

(a) Use of Vodafone services is also governed by the Vodafone Standard Form of Agreement which sets out in greater detail the terms and conditions which apply to the voice and data plans. For full terms and conditions of, and a full price list for accessing and using, Vodafone plans and services see the Vodafone Standard Form of Agreement at [vodafone.com.au](http://vodafone.com.au).

(b) For customers on contracts, although the contract (and liability to pay an Early Termination Payment, such as an Early Exit Fee and Handset Recovery Fee or Handset Early Exit Fee) commences with a customer's acceptance of the terms and conditions that apply to their selected Vodafone Cap, the commitment/contract period will not commence until a customer's service is activated.

(c) All prices and credit expiry periods are current as of May 2009 and are subject to change.