

Terms & Conditions : 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; 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.

(d) Some Products have a minimum contract term. If your contract is

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.
- (e) Vodafone's Fair Use policy applies to all Vodafone Cap Products.

Factors affecting availability and performance

- (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 Vodafone networks.
- (c) All Vodafone services subject to device capabilities and network limitations and availability. Compatible 3G device required to access 3G

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.

(f) The Terms may be changed by 3 from time to time. 3 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.

2. Important Things You Need to Know

(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

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 and 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 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

3. Vodafone Cap Contracts, Vodafone Unlimited Cap Contracts & Vodafone Month to Month Cap Contracts (excl. SIM Only Caps)

The table on page 4 specifies minimum monthly spend pricing and minimum contract terms for Vodafone Cap Contract, Vodafone Unlimited Cap Contract, and Vodafone Month to Month Cap Contract products. The following terms and conditions apply to you if you purchase a Vodafone Cap Contract or Vodafone Unlimited Cap Contract Product (but not a Vodafone Month to Month Cap Contract Product):

(a) You will receive a data allowance or Unlimited BlackBerry® Email (BlackBerry® Internet Service (BIS version) allowance (unless your Product is the \$29 Cap).

(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

and the rate at which additional services will be charged.

(e) Each call 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.

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.

effect from the start of your next monthly billing period. Contact Vodafone Customer Care for more information.

(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.

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

(e) Sections 3(a) – (c) above.

(f) Charges for your Month to Month Contract Cap Product are in addition to any handset repayments (if applicable).

(g) The Minimum Monthly Spend is payable for each full monthly billing cycle in advance.

(h) If you add or remove the Month to Month Contract Cap Product mid billing cycle, the Minimum Monthly spend will be pro-rated.

4. Vodafone SIM Only Caps

The table on page 8 specifies minimum monthly spend pricing for Vodafone SIM Only Cap Products. 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 and Internet browsing (BlackBerry® Internet Service (BIS) version) (excluding customers on the \$20 SIM Only Cap).
- (b) If you have chosen to include Unlimited BlackBerry® Email and Internet browsing with your SIM Only Cap Product, sections 6(d) – 6(i) below also apply to you.
- (c) Charges for your Sim Only Cap Product are in addition to any handset repayments (if applicable).
- (d) The Minimum Monthly Spend is payable for each full monthly billing cycle in advance.
- (e) If you add or remove the Sim Only Cap Product mid billing cycle, the Minimum Monthly spend will be pro-rated.

6. Unlimited BlackBerry® Email and Internet Browsing Packs Products

The table on page 12 specifies minimum monthly spend pricing, minimum contract terms and monthly data allowances for Vodafone Unlimited BlackBerry® Email and Internet Browsing Packs Products for the BlackBerry® Internet Service (BIS). 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.

5. Vodafone Internet on Your Mobile

The table on page 9 specifies minimum monthly spend pricing, minimum contract terms and monthly data allowances for Vodafone Internet on Your Mobile Products:

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.

(d) Unlimited BlackBerry® Email and Internet browsing pack gives you unlimited BlackBerry data (BlackBerry® Internet Service (BIS) version only – excludes BlackBerry® Enterprise Solution (BES) version) which includes BlackBerry® Email and Internet browsing, Facebook® and other applications, when accessed via the BlackBerry Access Point (APN) within Australia. Vodafone's Fair Use Policy applies. Additional charges apply for some services such as video streaming (e.g. YouTube) and single file downloads over 3 MB. Included voice value cannot be used for data. BlackBerry® handsets are 2100Mhz devices, except for BlackBerry® Bold 9700 which is a 900Mhz device. In 3G 900Mhz areas, all devices except the Bold 9700 will experience GPRS coverage (slower speed).

(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. BlackBerry®, RIM®, Research In Motion®, SureType®, SurePress™ and related trademarks, names and logos are the property of Research In Motion Limited and are registered and/or used in the U.S. and countries around the world. Used under license from Research In Motion Limited.

(f) Unlimited BlackBerry® Email and Internet Browsing (BlackBerry® Internet Service (BIS)) can only be activated on BlackBerry® Built-In handsets 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 10.

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

(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 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.

(g) Offer applies to standard national and international personal TXT/PXT® sent to individuals. Excludes premium and re-routed TXT/PXT® & Video PXT®. Offer cannot be used for commercial purposes or for resale purposes.

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 purchased after June 2009).
- (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).

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.
- (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?

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.

Standard National & International TXT up to 160 characters

\$69 & \$79 Vodafone Cap Contract and \$55 SIM Only Caps: *Unlimited**

Unlimited Cap Contracts & M2M Cap Contracts: *Unlimited**

All other Vodafone Cap Contracts and SIM Only Caps: 28¢

*Offer applies to standard personal TXT sent to individuals.

Excludes premium and re-routed TXT. Offer cannot be used for commercial purposes or for resale purposes.

Standard National & International PXT®

Vodafone Cap Contracts and SIM Only Caps : 50¢

\$69 & \$79 Cap Contracts, \$55 SIM Only, Unlimited Cap Contracts & M2M Cap Contracts: *Unlimited**

*Offer applies to standard personal PXT® sent to individuals.

Excludes premium and re-routed PXT®. Offer cannot be used for commercial purposes or for resale purposes.

Standard National & International Video PXT®

Vodafone Cap Contracts and SIM Only Caps: 75¢

\$69 & \$79 Cap Contracts, \$55 SIM Only, Unlimited Cap Contracts: *Unlimited**

*Offer applies to standard personal PXT® sent to individuals.

Excludes premium and re-routed PXT®. Offer cannot be used for commercial purposes or for resale purposes.

Included Services in Your Cap	Rate
Standard National Calls per minute	Vodafone Cap Contracts, & SIM Only Caps: 35¢ Connection fee + 90c per minute Unlimited Cap Contracts & Month to Month (M2M) Cap Contracts: Unlimited
Vodafone to Vodafone or 3 network standard voice calls 24/7 within Australia	Free Unlimited
Standard International Voice Calls	Vodafone Cap Contracts & SIM Only Caps: see Vodafone.com.au for rates \$79 & \$99 Unlimited Caps & M2M Cap Contracts: excluded – see "Not payable from cap included value" table
Standard National Video Calls	Vodafone Cap Contracts, SIM Only Caps: 35¢ call connection fee + 1.5 x standard call rate (\$1.35 per minute) Unlimited Cap Contracts & M2M Cap Contracts: Unlimited
Standard International Video Calls	Vodafone Cap Contracts, SIM Only Caps: 35¢ call connection fee + 1.5 x International voice call rate Unlimited Caps & M2M Cap Contracts: excluded – see "Not payable from cap included value" table

Voicemail	Vodafone Cap Contracts and SIM Only Caps: Retrieval: Standard call rate. Free if you choose ring alert option Deposit: Free \$79 Unlimited Cap Contract & \$79 M2M Cap Contract: excluded – see "Not payable from cap included value" table \$99 Unlimited Cap Contract & \$99 M2M Cap Contract: Unlimited
Internet on Your Mobile	All other Vodafone Cap Contracts, Unlimited Cap Contracts and SIM Only Caps & M2M Cap Contracts: excluded - see "Not payable from cap included value" table
BlackBerry Email	\$49, \$69 and \$79 Vodafone Cap Contracts, Unlimited Cap Contracts and SIM Only Caps & M2M Cap Contracts: Unlimited BlackBerry Email and Internet Browsing plus included MB allowance \$19 and \$29 Cap: excluded - see "Not payable from cap included value" table
1223 Directory Assistance	Vodafone Cap Contracts and SIM Only Caps: \$2.60 a call (+ standard call rate if you are through-connected.) Unlimited Cap Contracts & M2M Cap Contracts: excluded – see "Not payable from cap included value" table

13 and 18 Numbers	Vodafone Cap Contracts and SIM Only Caps: 35¢ connection fee + 90¢ per minute \$99 Unlimited Cap Contract & \$99 M2M Cap Contract: <i>Unlimited</i> \$79 Unlimited Cap Contract & \$79 M2M Cap Contract : <i>excluded – see “Not payable from cap included value” table</i>	123- Ask Us Anything	Vodafone Cap Contracts, SIM Only Caps: \$1.30 connection fee + \$1.30 per 60 seconds Unlimited Cap Contracts & M2M Cap Contracts: \$1.30 connection fee + 65c per 30secs
15 Numbers	Vodafone Cap Contracts, SIM Only Caps and \$99 Unlimited Cap Contract & \$99 M2M Cap Contract: <i>Varies, depending on service being called</i> \$79 Unlimited Cap Contract: <i>excluded – see “Not payable from cap included value” table</i>	1223 Directory Assistance	Unlimited Cap Contracts & M2M Cap Contracts: \$2.60 a call (+ standard call rate if you are through-connected.)
Customer Care Calls	Vodafone Cap Contracts, Unlimited Cap Contracts, SIM Only Caps& M2M Cap Contracts: <i>Unlimited</i>	Re-routed Calls	Unlimited Cap Contracts & M2M Cap Contracts: 35¢ connection fee + 60c per 30 seconds
Re-routed Calls	Vodafone Cap Contracts and SIM Only Caps: 35¢ connection fee + \$1.20 per minute Unlimited Cap Contracts& M2M Cap Contracts: <i>excluded – see “Not payable from cap included value” table</i>	13 and 18 Numbers	\$79 Unlimited Cap Contract & \$79 M2M Cap Contract: 35¢ connection fee + 30c per 30secs
		15 Numbers	\$79 Unlimited Cap Contract & \$79 M2M Cap Contract: <i>Varies, depending on service being called</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).

Vodafone Cap Contracts and SIM Only Caps: *After monthly data allowance exhausted, 50c per MB (in per KB increments, minimum session of 50KB)*
Unlimited Cap Contracts & M2M Cap Contracts: *After monthly data allowance exhausted, 12 c per MB (in per KB increments, minimum session of 12KB)*

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 vodafone.com.au for rates
National Roaming	Vodafone Cap Contracts, SIM Only Caps, Unlimited Cap Contracts & M2M Cap contracts: <i>Varies - see vodafone.com.au for rates</i>
Voicemail Retrieval	\$79 Unlimited Cap Contract & \$79 M2M Cap Contracts: <i>35¢ connection fee + 30¢ per 30 seconds</i>
International Voice Calls	Unlimited Cap Contracts & M2M Cap Contracts: <i>Varies - see vodafone.com.au for rates</i>
International Video Calls	Unlimited Cap Contracts & M2M Cap Contracts: <i>35¢ call connection fee + 1.5 x international voice call rate</i>
Vodafone live! content purchase	Vodafone Cap Contracts, SIM Only Caps, Unlimited Cap Contracts & M2M Cap Contracts: <i>Price specified at time of purchase</i>

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).