

## Vodafone Mobile Broadband

### 24 month Shared Mobile Broadband and 24 Month Group Mobile Broadband Products

#### 1. What Terms and Conditions apply to my Vodafone 24 Month Shared Mobile Broadband and 24 Month Group Mobile Broadband 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 any terms and conditions contained in any application form you complete or Special Condition Approval Form (SCAF Form) which you are provided with when purchasing a Product; and
  - (ii) all the terms and conditions contained in the Vodafone Standard Form of Agreement (**SFOA**), which is available at [vodafone.com.au](http://vodafone.com.au),  
(collectively, the “**Terms**”).
- (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. Important Things You Need to Know

##### **Availability**

- (a) The Products are available to eligible and credit approved customers only.
- (b) Unless otherwise stated, only one Vodafone Product can be used per connection to our network.
- (c) Vodafone’s Fair Use Policy applies to all Vodafone Products.
- (d) Devices may be locked to our 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.
- (b) Certain Products, services and functions are only available if used in conjunction with a compatible device and if in a compatible coverage area. Not all devices are compatible with our network.
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- (c) Broadband speeds are available in Vodafone’s 3G Mobile Broadband Standard Coverage area, and, if you have a 900MHz compatible modem (Vodafone Mega Modem or Pocket WiFi), in Vodafone’s 3G Mobile

Broadband Regional Coverage area (though these speeds will be slower than when in the Vodafone Mobile Broadband Standard Coverage area). If you have a modem which is not 900MHz compatible (i.e. the Standard USB Modem), then you will only have coverage in Australia within Vodafone's Mobile Broadband Standard Coverage area. See [www.vodafone.com.au/](http://www.vodafone.com.au/) coverage for coverage details and [vodafone.com.au/devicefrequency](http://vodafone.com.au/devicefrequency) for details of devices and their frequencies.

- (d) All Vodafone services are subject to device capabilities and network limitations and availability. A compatible 3G device is required to access 3G services. Vodafone offers U2100Mhz, U850MHz and U900Mhz devices. If you have a modem which is U2100MHz or U2100/850MHz compatible but not U900MHz compatible you will experience 3G coverage in metro and some regional areas (3G Mobile Broadband Standard Coverage area) but no coverage at all in other areas of Australia. Broadband speeds and high bandwidth applications, such as video streaming, video calling, Mobile TV and full track downloads, are only available in Vodafone's 3G Mobile Broadband Standard Coverage area, and, if you have a U900Mhz compatible device only, Vodafone's 3G Mobile Broadband Regional Coverage area (however speeds in this area will be slower than when in the Vodafone Mobile Broadband Standard Coverage area). See [www.vodafone.com.au/](http://www.vodafone.com.au/) coverage for coverage details and [vodafone.com.au/devicefrequency](http://vodafone.com.au/devicefrequency) for details of devices and their frequencies.
- (e) The Terms and brochures describing Products contain details regarding device compatibility, network capability and availability relating to the "Vodafone" network. Notwithstanding anything else in our contract with you, we may provide services to you using any telecommunications network we consider appropriate and that network will constitute "our network" for the purpose of the Terms, including (but not limited to) the "Vodafone" networks operated by, for or on behalf of Vodafone Network Pty Limited and Vodafone Australia Pty Limited and the "3" network operated by, for or on behalf of Vodafone Hutchison Australia Pty Limited. For more information about these networks, see the coverage maps available at [www.vodafone.com.au/coverage](http://www.vodafone.com.au/coverage) and [www.three.com.au/coverage](http://www.three.com.au/coverage)

### **Data services**

- (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.
- (c) 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.
- (d) Unless otherwise stated, data usage is measured as the combination of both data you send (upload) and receive (download) over our network.

### **Data service access devices**

- (a) It is your responsibility to confirm that data service access hardware (including any USB Modem or Pocket WiFi™ device) is compatible with each

PC, laptop or other computing device that you will use your Product with (if applicable).

- (b) Non-Vodafone supplied USB Modems or Tablets can only work on our network if they are compatible, unlocked, and have not been reported as lost or stolen devices.
- (c) Vodafone is not required to provide you with technical support if you use non-Vodafone supplied data service access hardware (such as your own USB Modem or Samsung Galaxy Tab), although Vodafone may do so at its discretion.
- (d) The Pocket WiFi™ device can operate with a maximum of 5 WiFi enabled devices at any one time.

### **Rates and charges**

- (a) The 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 Early Exit Fees (including any Technology Fund Repayments if applicable) or a Handset Recovery Fee. Depending on the Product this may be in addition to any applicable handset or device payments and additional or excluded call, data or service costs. Early Exit Fees are set out in the pricing table for your Product.
- (b) Details of the rates and charges, including any minimum spends which apply to the Products, are contained in the Terms. The minimum total cost over contract term is calculated by multiplying the minimum monthly spend by the contract term.
- (c) If your usage of a Product exceeds your Monthly Included Data, or you use a Product that is not payable from your Monthly Included Data, you will be charged an amount additional to your minimum monthly spend.
- (d) Unless otherwise stated, if you do not use all your Monthly Included Data 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.

### **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 can choose to include multiple 24 Month Shared Mobile Broadband Products or multiple 24 Month Group Mobile Broadband Products (including multiple SIM Access Plans or multiple Data Plans) on your account. If you do so, all included Shared Mobile Broadband Products or Group Mobile Broadband Products will appear on your bill, and you will be responsible for paying the usage fees and all other charges which are incurred for each of the Shared Mobile Broadband Products or Group Mobile Broadband Products (including, but not limited to, excess usage charges and charges for excluded services such as content purchases).
- (c) You, or users of other Vodafone 24 Month Shared Mobile Broadband or 24 Month Group Mobile Broadband Products connected to your account, may

choose to purchase additional Products from time to time. These charges will be applied to your bill.

- (d) You remain responsible for the use of the 24 Month Shared Mobile Broadband Product or 24 Month Group Mobile Broadband Product , including all Additional or Excluded data or other fees that may be incurred by yourself or other users who have access to your account.
- (e) 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.

### **Use of the Primary Account PIN:**

You will be issued a Primary Account PIN. You must keep this Primary Account PIN confidential and must not disclose the Primary Account PIN to any other party, including those who are entitled to access other Shared Mobile Broadband Products or Group Mobile Broadband Products connected to your account (if any). Doing so will compromise privacy across the entire range of Shared Mobile Broadband Products or Group Mobile Broadband Products connected to your account (for example, the usage information of each Shared Mobile Broadband or Group Mobile Broadband Product may become visible and accessible by all other users of Shared Mobile Broadband or Group Mobile Broadband in the group if the Primary Account PIN is shared). It may also compromise the security of sensitive information such as credit card details, and will allow those with access to the PIN to, amongst other things, add or change services connected to the Primary Account and/or purchase additional hardware.

### **3. Vodafone 24 Month Shared Mobile Broadband Products**

This table specifies minimum monthly spend pricing and Monthly Included Data allowance plus minimum contract terms for 12 and 24 Month Shared Mobile Broadband Products:

<b>Product</b>	<b>Contract Term</b>	<b>Minimum Monthly Spend</b>	<b>Contract Minimum Spend</b>	<b>Monthly Included Data</b>	<b>Early Exit Fee</b>
\$15 Shared Mobile Broadband Plan	24 months	\$15 (with Standard USB modem) or \$19 (with Pocket WiFi™ or Vodafone Mega Modem) or \$45 (with Samsung Galaxy	\$360 (with Standard USB Modem); \$456 (with Pocket WiFi™ or Vodafone Mega Modem); \$1080 (with Samsung Galaxy Tab)	1GB	100% of minimum monthly spend x remaining months on contract

		Tablet)			
\$29 Shared Mobile Broadband Plan	24 months	\$29* or \$55 (with Samsung Galaxy Tab)	\$696 (with Standard USB Modem, Vodafone Mega Modem or Pocket WiFi™) or \$1320 (with Samsung Galaxy Tab)	3GB	\$20 (with Standard USB Modem, Vodafone Mega Modem or Pocket WiFi™) x remaining months on contract OR \$46 x remaining months on contract (with Samsung Galaxy Tab)
\$39 Shared Mobile Broadband Plan	24 months	\$39* or \$65 (with Samsung Galaxy Tab)	\$936 (with Standard USB Modem, Vodafone Mega Modem or Pocket WiFi™) or \$1320 (with Samsung Galaxy Tab)	6GB	\$20 (with Standard USB Modem, Vodafone Mega Modem or Pocket WiFi™) x remaining months on contract OR \$46 x remaining months on contract (with Samsung Galaxy Tab)
\$49 Shared Mobile Broadband Plan	24 months	\$49* or \$75 (with Samsung Galaxy Tab)	\$1176 (with Standard USB Modem, Vodafone Mega Modem or Pocket WiFi™) or \$1560 (with Samsung Galaxy Tab)	8GB	\$20 (with Standard USB Modem, Vodafone Mega Modem or Pocket WiFi™) x remaining months on contract OR \$46 x remaining months on contract (with Samsung Galaxy Tab)

\* includes Standard USB Modem, Vodafone Mega Modem or Pocket WiFi™ device.

**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 24 Month Shared Mobile Broadband Product:

- (a) You must have a compatible USB Modem, Pocket WiFi™ or Tablet device to use a Vodafone 24 Month Shared Mobile Broadband Product.
- (b) Your Included Data allowance can only be used in Australia, on Vodafone networks. Data usage outside Australia is charged at the Additional Data Price – International rate.
- (c) If you exhaust your Included Data allowance, additional data usage will be charged at the Additional Data Price – Australia rate.
- (d) Unless otherwise stated, charges for your Vodafone 24 Month Shared Mobile Broadband Product are in addition to any handset/device repayments (if applicable) and any costs for excluded data or other usage.

- (e) The Minimum Monthly Spend is payable for each full monthly billing cycle in advance and is non-refundable. All other charges are billed at the end of the monthly billing cycle in arrears.
- (f) All non-data use (eg voice calls, SMS/MMS and content) is charged in addition to your data plan. Refer to Section 5 – “Rates and Charges for Non-Data Use on 24 Month Shared Mobile Broadband Plans” for further details.
- (g) 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.
- (h) Your Monthly Included Data can be used by any allowed person on a “first come, first serve” basis. For example, one person could exhaust your entire Monthly Included Data allowance, in which case all usage by other people will be charged to you at the relevant Additional Data rate.
- (i) You remain responsible for the use of the Shared Mobile Broadband Product, including all Additional or Excluded Data or other fees that may be incurred.

#### 4. Vodafone 24 Month Group Mobile Broadband Products

This table specifies Minimum Monthly Spend pricing and Monthly Included Data allowance plus minimum contract terms for 24 Month Group Mobile Broadband Products:

Group Mobile Broadband Product								
Data Plan Access Minimum Monthly Spend	SIM Access Plan Minimum Monthly Spend	Contract Term for each Data Plan	Contract Term for each SIM Access Plan	Total Minimum Monthly Spend	Contract Minimum Spend	Monthly Included Data	Early Exit Fee	
10GB Group Mobile Broadband Product = \$100 per month	\$5 per month	24 months	24 months	\$105 (with 1 SIM Access Plan*).	\$2520 (with 1 SIM Access Plan^).	10GB	See paragraph (r) below	
20GB Group Mobile Broadband Product = \$180 per month	\$5 per month	24 months	24 months	\$185 (with 1 SIM Access Plan*).	\$4440 (with 1 SIM Access Plan^).	20GB	See paragraph (r) below	
50GB Group Mobile Broadband Product = \$400 per	\$5 per month	24 months	24 months	\$405 (with 1 SIM Access Plan*).	\$9720 (with 1 SIM Access Plan^).	50GB	See paragraph (r) below	

month							
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\*Plus an extra \$5 per month for every additional SIM Access Plan added to the account.

^ Plus \$120 (\$5 per SIM Access Plan per month x 24 months) for every additional SIM Access Plan added to the account.

**Additional Data Price - Australia:** 2c per MB, charged per KB (minimum 60KB session).

**Additional Data Price - International:** 1c per KB (minimum session of 10KB)

The following terms and conditions apply to you if you purchase a Vodafone 24 Month Group Mobile Broadband Product:

- (j) Each 24 Month Group Mobile Broadband Product is comprised of at least one Data Plan and at least one SIM Access Plan.
- (k) You must have a compatible USB Modem, Pocket WiFi™ or Tablet device to use a Vodafone 24 Month Group Mobile Broadband Product.
- (l) Your Monthly 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.
- (m) If you exhaust your Monthly Included Data allowance, additional data usage will be charged at the Additional Data Price – Australia rate.
- (n) Unless otherwise stated, charges for your Vodafone 24 Month Group Mobile Broadband Product are in addition to any handset/device repayments (if applicable) and any costs for excluded data or other usage.
- (o) Your Total Minimum Monthly Spend for your 24 Month Group Mobile Broadband Product is made up of the minimum monthly spend for your chosen Data Plan (or combination of Data Plans), plus the total minimum monthly spend of all SIM Access Plans connected to your account. For example, if you purchase the 50GB Group Mobile Broadband Product and want 50 users to have access to the included data, your Minimum Monthly Spend will be \$650 (\$400 for the Data Plan and \$250 for 50 x \$5 SIM Access Plans).
- (p) The Total Minimum Monthly Spend is payable for each full monthly billing cycle in advance and is non-refundable. All other charges are billed at the end of the monthly billing cycle in arrears.
- (q) There is a 24 Month commitment period for both the Data Plan component and the SIM Access Plan component of your Group Mobile Broadband Product. In the event that you elect to add an additional user to the group part way through your 24 Month commitment, you will need to agree to an additional SIM Access Plan, and that SIM Access Plan will itself have a 24 month commitment period from the date the new SIM is activated.
- (r) Early Exit Fees (including any Technology Fund repayments – see paragraph (s) below for further details) will be applied in the following circumstances and in the following ways:
  - I. In the event that you wish to cancel all components of your 24 Month Group Mobile Broadband Plan (i.e. all Data Plans and all SIM Access Plans), the EEf will be the total of:

- i. For each SIM Access Plan: 100% of the SIM Access Plan Minimum Monthly Spend x months remaining on that SIM Access Plan contract
- PLUS
- ii. For each Data Plan: 50% of Data Plan Minimum Monthly Spend x the number of months remaining on that Data Plan contract.
- II. In the event that you wish to cancel one (or more) Data Plans in isolation, the EEF will be 50% of that Data Plan Minimum Monthly Spend x the number of months remaining on that Data Plan contract.
  - III. In the event that you wish to cancel one or more SIM Access Plans, the EEF for each Sim Access Plan will be: 100% of the SIM Access Plan Minimum Monthly Spend x months remaining on that SIM Access Plan contract.

(s) Technology Fund

- I. A Technology Fund will be established at the date your first 24 Month Group Mobile Broadband Product is connected and can be used towards the purchase of devices which are sold outright by Vodafone (at the non-discounted, outright price as set by Vodafone at the time of redemption).
  - II. Your Technology Fund will equal the amount which is 15% of the full Total Minimum Cost over the initial 24 Month Contracted period calculated at the time of the first connection.
  - III. The Technology Fund will be adjusted in the event that the Total Minimum Cost over the initial 24 Month Contracted period is increased or decreased by you. In the event that you have already exhausted your Technology Fund and you subsequently move to a lower Data Plan, elect to cancel one or more Data Plans and/or elect to cancel one or more of your SIM Access Plans, the Technology Fund amount will be adjusted to account for the change in contracted Total Minimum Cost over the initial 24 Month Contracted period and you will be charged for the outstanding remaining amount which has already been spent on devices by you.
  - IV. The devices you purchase must remain connected to “our Network” for at least the initial Contract Term.
  - V. The Technology Fund is not transferable or redeemable for cash. Upon the termination or expiry of your contract, any unredeemed amount remaining in the Technology Fund will be forfeited.
- (t) All non-data use (eg voice calls, SMS/MMS and content) is charged in addition to your Group Mobile Broadband Product. Refer to Section 5 – “Rates and Charges for Non-Data Use on 24 Month Group Mobile Broadband Products” for further details.
- (u) 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.



- (v) You will be responsible for paying the usage fees and all other charges which are incurred on each of the SIM Cards which are linked to individual SIM Access Plans (including, but not limited to, excess usage charges and charges for excluded services such as content purchases).
- (w) Your Monthly Included Data can be used by any allowed person who has been allocated a SIM Access Plan on a “first come, first serve” basis. For example, one person could exhaust your entire Monthly Included Data allowance, in which case all usage by other people will be charged to you at the relevant Additional Data rate.

## 5. Rates and Charges for Non-Data Use on 24 Month Shared Mobile Broadband Products and 24 Month Group Mobile Broadband Products

### Not payable from Plan Included Value

Vodafone 24 Month Shared Mobile Broadband and 24 Month Group Mobile Broadband Products include a fixed amount of data only. 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.

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

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