

# Terms & Conditions: Vodafone Vision Plans

## 1. What Terms and Conditions apply to my Vodafone Vision50 plan, Vision100 plan, Vision250 plan and VisionMax plan (collectively, “Product(s)”)?

- (a) This document sets out terms and conditions that apply to the Products.
- (b) The terms and conditions that will apply to your Product or Products are:
  - a. All the terms and conditions provided to you when you agree to purchase a Product including the terms and conditions contained in this document and any terms and conditions contained in any application form you complete when purchasing a Product; and
  - b. 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”).
- (c) When you agree to purchase a Product, you accept the Terms. Your contract with Vodafone commences on your acceptance of the Terms, however any minimum contract term which applies does not commence until your Service is activated.
- (d) These Products have a minimum one month contract term. You will be charged on a recurring monthly basis until you wish to cancel. Recurring monthly access fees will be charged until the end of the month in which you notify Vodafone that you wish to discontinue the service. You will also be required to pay for any additional applicable device payments or service costs. Please see Section 3 of these terms for more information.
- (e) Vodafone’s Fair Use Policy applies to any unreasonable use of Plan inclusions. This includes use of any “unlimited” or “infinite” data offerings. See <http://www.vodafone.com.au/fairusepolicy>.
- (f) 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.
- (g) For more information, call Vodafone on 1300 801 122 or visit [Vodafone.com.au](http://Vodafone.com.au)

## 2. Important Things you Need to Know

### Availability

- (a) The Products are available through the following Services:
  - a. Vision Service:
    - i. Vodafone Vision is a fixed broadband data-only Service (“Vision Service”) that allows you to send and receive data (including access to the internet and internet content) via the Vision Network (“Vision Network”) as supplied to us by Vision Network Pty Ltd (“Vision”).
    - ii. The Vision Service is not available in all areas or premises and is subject to a service qualification check which will be discussed with you when you sign-up to an eligible Product. The Vision250 and VisionMax plans (for FTTB and VDSL technology) are only available in selected GFAST technology areas.
    - iii. The possible technologies used to deliver the Vision Service will depend on the connection between your premise and the Vision Network which may include:
      - 1. Fibre to the Building (‘FTTB’) technology, which is only available in selected buildings. FTTB is a broadband service that is delivered using fibre optic and other network equipment that has been installed in the basement of multi-dwelling buildings. Vision makes use of existing copper wires within the building to enable communication between the customer premises and Vision’s equipment. Vision’s equipment uses either VDSL or GFAST technology over the copper cables within the building.
      - 2. Hybrid Fibre Coaxial (‘HFC’) technology, which is available at selected addresses in Geelong, Ballarat and Mildura. Fibre optic cable connects to the nodes, and from there coaxial cables connect to a coaxial wall socket in the customer’s premises.
      - 3. Very-High Bitrate Digital Subscriber Line delivered over a Fibre to the Node network (‘VDSL’), which is available at selected addresses in the Australian Capital Territory. Fibre optic cable connects to nodes and from there, short lengths of dedicated copper cables connect to a VDSL2 wall socket in the customer’s premises. GFAST technology is available at selected addresses.
    - iv. To use the Products, you must either bring your own compatible modem (“BYO Modem”) (see compatibility requirements below) or use the Vodafone provided modem (“Modem”).
    - v. You may only use the Vision Service in one location over the Vodafone network. Unless otherwise stated, only one Vodafone Product can be used per connection to the Vodafone network.
  - b. Vodafone 4G Back-up (only applicable with use of the provided Modem, excludes BYO Modem):
    - i. A complimentary data-only service which provides internet access via our Mobile Service if you are in a Vodafone Coverage Area.
    - ii. This service is available from when you first sign-up until your Vision service is activated or for a period of 30 consecutive days (whichever occurs first). However, if we seek your co-operation in connecting your Vodafone Vision Service and are unable to obtain it then we may temporarily bar the service until we successfully contact you.
    - iii. This service will also be automatically activated if you lose connection to your Vision service during confirmed local Vision faults. This service is not available for mass service outages. You will be able

# Terms & Conditions: Vodafone Vision Plans

to use this service until the fault is resolved or for a period of 30 consecutive days (whichever occurs first). However, if we seek your co-operation in restoring your Vodafone Vision Service and are unable to obtain it then we may temporarily bar the service until we successfully contact you. Once you are re-connected to your Vision Service, 4G Back-up will be terminated. This service is only available when using the Modem with a Vodafone SIM on our Network. This service is described in the Terms as 'Mobile Backup Service'.

- (b) The Products are for personal use only by approved customers. The Vision Service may not be resold or on-sold and you must ensure that it is not made available to ISPs, Internet Cafés or Web Hosting Companies.
- (c) The Vision Products referred to in the Terms are only available with an Approved Device as nominated by Vodafone see Vodafone.com.au for list of Approved Devices. Non-Vodafone supplied modems can only work on our network if they are compatible, unlocked, and have not been reported as lost or stolen devices and must comply with the minimum specification requirements which are available on the vodafone.com.au ("**Compatible Modem**").
- (d) The Products are available to credit approved customers only.

## Factors affecting availability and performance

- (a) There are several factors that may affect the availability and performance of certain Products for the following Services:
  - a. Vision Service:
    - i. The Product that you choose will determine the access connection speed for the Vision Service. This is the maximum connection speed provided to us by Vision.
    - ii. Your actual speed upon installation will be in the following ranges:
      - 1. Vision50: 45-50Mbps (for downloads) and 16-20Mbps (for uploads);
      - 2. Vision100: 70-100Mbps (for downloads) and 20-40Mbps (for uploads);
      - 3. Vision250: 200-250Mbps (for downloads) and 20-50Mbps (for uploads);
      - 4. VisionMax: 251Mbps-1Gbps (for downloads) and 20-50Mbps (for uploads).
    - iii. The actual speeds for the Vision Service are variable and you will typically experience slower speeds than the theoretical maximum connection speed available.
    - iv. The performance and speed of your Vision Service depends on number of factors which include but are not limited to: choice of Product, location, the number of devices connected, modem type, quality and positioning, Wi-Fi performance, line length, in-building wiring, content accessed, how much capacity Vodafone has purchased from Vision, and internet traffic demand.
    - v. During peak usage times between 7-11pm (inclusive) you will experience speeds below the theoretical maximum connection speed available. Further, you will likely also experience lower speeds than the theoretical maximum connection speed during off peak usage times. Please refer to our Speed Guide page available at: <https://www.vodafone.com.au/support/home-internet/vision-speed-guide> for more information on speed and current typical evening speeds (7-11pm) for the Products.
    - vi. Remote access via your provided Modem, other Approved Device, or Compatible Modem is only available when connected to the Vision Service. It is not available when connected to Vodafone 4G Back-up described below.
    - vii. Devices manufactured before 2013 may struggle to achieve the speeds available on the Vision250 and VisionMax plans. You should check with your device manufacturer or check the device specifications on your Approved Device or Compatible Modem (as applicable) to identify the speed capabilities and limitations of the device, including any device you use to when connecting to the Vision Service.
  - b. Vodafone 4G Back-up (only applicable to Vision Products with use of the provided Modem, excludes BYO Modem):
    - i. Speeds for this service are limited to a theoretical maximum of 20Mbps (for downloads) and 2Mbps (for uploads). Service availability and performance varies depending on Mobile Service network coverage and your location with speeds likely less than the maximum. You can use Vodafone 4G in our 4G coverage areas in Australia.

## Data Services

- (a) Your use of the internet
  - a. Once you are connected to the Vision Service and have set up the provided Modem, other Approved Device, or Compatible Modem, you will be continuously connected to the internet and using data. Data usage includes both data you send (upload) and receive (download).
  - b. Your use of the Vision Service and accessing data is subject to our Fair Use Policy.
  - c. Subject to your rights under the *Competition and Consumer Act 2010* or other relevant legislation (including the *Australian Consumer Law*), 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.

# Terms & Conditions: Vodafone Vision Plans

## 3. Terms for my Products

### Installation and Appointments

- (a) A technician appointment is required for installation at your address. We will inform you of the process for installation at your premises when you sign-up to a Product. Vision will organise for a Vision technician to attend your premises to install the Vision Service. The technician may have to install specific equipment or infrastructure detailed further below under *Equipment and Cabling*.
- (b) Vodafone is responsible for delivering the Vision Service to the network boundary point at your premises, which is for FTTB technology: your side of the Main Distribution Frame (the telecommunications frame typically located in your building's communications room/basement); for HFC technology: the first coaxial wall socket in your premises; for VDSL technology: the first VDSL2 wall socket in your premises. You are responsible for all cabling and wiring within your premises. Where cabling does not exist or you have a fault with the wiring in your premises, you must arrange for your own contractor to rectify this at your own cost.
- (c) We will notify you that your service has been activated and you can then connect to the Vision Service with your provided Modem, other Approved Device, or Compatible Modem.
- (d) If you wish to reschedule an appointment, you must provide us with at least 24 hours' notice. If you do not provide us with this notice or you miss a scheduled appointment you may be charged a late cancellation or missed appointment fee. These are discussed further below under *Rates and Charges*.
- (e) We may also reschedule an appointment with you and will aim to give you reasonable notice of any change to appointment date and time. We are not solely responsible for installation or repair of your Vision Service and as such cannot guarantee that your appointment will go ahead at the agreed date and time. We will work with Vision to try to reschedule at a date and time that is suitable to you.
- (f) Vodafone does not offer Professional or Non-Standard Installations.

### Access to Premises and Consent

- (a) You must be present or have an authorised representative aged 18 years or over to be present for your Vision installation appointment.
- (b) You must also provide consent for Vision to access your premises to supply the Vision Network, install, inspect, maintain, upgrade, repair, reinstate, remove, disconnect or perform any other necessary work. If you do not own the premises you must obtain consent from the owner or if your premises is subject to strata title you must obtain strata approval. You must also notify us if consent is withdrawn during your contract period.

### Equipment and Cabling

#### *Impact to existing devices, equipment or technology services*

- (a) When you connect to the Vision Service, you may lose your existing home phone line service and number and any existing email accounts you may have with another internet provider. Once the Vision Service has been activated, if you currently have any existing services like phone or internet at your premises, you will need to contact your current provider to have these services cancelled.
- (b) Further, certain devices, equipment or services may be impacted and no longer operate including but not limited to, medical devices or alarms, security alarms, EFTPOS machines, lift emergency phones, fax services and existing pay TV services.
- (c) Please contact the device or equipment manufacturer or service provider if you are unsure if you will be impacted. Vodafone does not offer Priority Assistance.

#### *Required equipment*

- (a) You may need specific Vision equipment or infrastructure installed at your premises in order to access the Vision Service. Vision may supply a Network Termination Unit (NTU). The NTU remains the property of Vision and should not be removed from the premises once installed. The NTU and your modem must be connected to your power supply. If the power supply is turned off or is not operational, your Vision Service will not work.
- (b) If relevant, it is your responsibility to connect your provided Modem, Approved Device, or Compatible Modem, to the NTU provided by Vision once this is installed.
- (c) If Vision equipment or infrastructure is required to be installed then this will be actioned during your installation appointment.

#### *Modem (only applicable with use of the provided Modem, excludes BYO Modem)*

- (a) Vodafone owns the Modem and retains full legal title and beneficial ownership in the Modem.
- (b) For refurbished Modems that are issued to you under your Plan – the refurbished Modem must be returned to Vodafone within 30 days of your Plan being cancelled or withdrawn.
- (c) For all other modems, including new modems that are issued to you under your Plan – you must return your modem within 30 days of your Plan being cancelled or withdrawn. If your Plan is cancelled or withdrawn within 24 months of connecting and you do not return the Modem in Good Working Order within 30 days, a Modem Non-Return Fee will apply. The Non-Return Fee is

# Terms & Conditions: Vodafone Vision Plans

\$0 when you stay connected for 24 months ('Device Period'). If you do not return the Modem, you will be charged a Non-Return Fee calculated by \$7.50 x number of months remaining of the Device Period. The total maximum cost of not returning the Modem is \$180. 'Good Working Order' means the returned Modem is near new with only minor signs of wear and tear, and includes all original equipment.

- (d) If you require a modem replacement, you may be provided with a new or refurbished modem and terms applicable to that type of modem will apply.
- (e) You cannot purchase a modem outright or under a Mobile Payment Plan from Vodafone.
- (f) You must have a valid Vodafone SIM inserted in our Modem. The Vodafone SIM must not be removed from the Modem or used in another device - the SIM is locked to the Modem and will not work.
- (g) The Modem can operate with a maximum of up to 64 compatible Wi-Fi enabled devices at any one time. For other factors that affect speed please see *Section 2: Factors affecting availability and performance* above.
- (h) It is your responsibility to confirm that data service access hardware (including any modem that you use) is compatible with each PC, laptop or other computing or Wi-Fi compatible device that you will use your Vision Product with (if appropriate).
- (i) Vodafone is not required to provide you with technical support if you use non-Vodafone supplied data service access hardware (such as your own modem), although Vodafone may do so at its discretion.

## *Compatible Modem* (only applicable to BYO Modem)

- (a) You must bring your own Compatible Modem to use the Products. A Compatible Modem must comply with the minimum specification requirements which are available on [vodafone.com.au](http://vodafone.com.au). Your Product may not work without a Compatible Modem.
- (b) When selecting a Compatible Modem it is your responsibility to ensure this Compatible Modem will be suitable for your needs, including for example your number of users, and your Vision Service technology type. Your selected Compatible Modem may impact your speeds. For other factors that affect speed please see *Section 2: Factors affecting availability and performance* above.
- (c) It is your responsibility to confirm that data service access hardware (including any modem or Compatible Modem that you use) is compatible with each PC, laptop or other computing or Wi-Fi compatible device that you will use your Product with (if appropriate).
- (d) Vodafone offers limited technical support if you use non-Vodafone supplied data service access hardware (such as your own modem or Compatible Modem), as we are unable to connect remotely to these devices for troubleshooting when not connected to the Vision Network.
- (e) Vodafone takes no responsibility for any loss or damage caused by any equipment used with your Product which is not supplied by us, including any Compatible Modem.

## **Vision Service faults**

- (a) We do not guarantee uninterrupted Vision Service as there are many factors outside our control that may affect the quality and availability of your Vision Service such as power outages.
- (b) Vision may also perform maintenance or other repair work that may interrupt or impact your connection from time to time.
- (c) If you are experiencing problems with your Vision Service please contact Vodafone and we will determine if it is a fault that requires Vision to investigate. If we determine that there is a fault on your individual line and you have a Vision Product we may, if applicable, activate Vodafone 4G Back-up for you to use while Vision attempts to fix the fault (not applicable to BYO Modem).

## **Sharing**

- (a) Your Product does not share data with your Vodafone Postpaid Product (if applicable).
- (b) Please refer to your Vodafone Postpaid Product details at [Vodafone.com.au](http://Vodafone.com.au) to learn more about sharing.

## **Rates and charges**

### *Service charges*

- (a) Details of the rates and charges, including any minimum spends which apply to the Products are contained in these Terms. The minimum total spend over the contract term is calculated by multiplying the minimum monthly spend by the contract term.
- (b) The Products include unlimited broadband data to use via the Vision Service.
- (c) You will be charged for your Product at the rates set out in the table below once your Vision Service is activated.
- (d) Unless otherwise stated, the tables below titled '*Minimum monthly spend and minimum contract terms for Vision Products with purchase of the Modem,*' or '*Minimum monthly spend and minimum contract terms for BYO Modem,*' specifies the minimum monthly spend that is relevant for your Product. Each charge is rounded up to the nearest cent before GST is included.
- (e) Unless otherwise stated, rates specified for the services are GST inclusive.
- (f) All rates and charges are subject to change. Vodafone will comply with relevant regulations and industry codes with respect to such changes.

### *Vision charges*

- (a) In addition to the Service charges for your Product, Vision may charge a New Development charge to Vodafone to connect your premises. If this applies to you, we will apply a one-off charge to your first bill following activation of the Vision Service at your premises.
- (b) Vision may also charge Vodafone for other miscellaneous charges such as:

# Terms & Conditions: Vodafone Vision Plans

- a. Missed Appointment charge – This applies if you are not present at your premises at the agreed appointment date and time;
- b. Cancelled Appointment charge – This applies if you cancel your appointment less than 24 hours before the agreed appointment date and time;
- c. Subsequent installation charge – This applies if a further installation appointment is required;
- d. No Fault Found charge – This applies if either:
  - i. A Vision technician attends your premises and does not find a Vision related fault, i.e. a fault between your premises and the relevant point of interconnect.
  - ii. A Vision technician does not attend your premises but remotely establishes that there is a non-Vision related fault.
- (c) If Vision charge Vodafone, we will pass this on to you plus any administrative costs that Vodafone incur in providing you with assistance or arranging an appointment with Vision. These charges will appear on your bill.
- (d) We will endeavour where possible to notify you of these charges when you make an appointment or before Vision complete the work. Vision will perform the work in circumstances where we can obtain your consent and you agree to pay these charges.
- (e) Unless otherwise stated, rates specified for the services are GST inclusive.
- (f) All rates and charges are subject to change. Vodafone will comply with relevant regulations and industry codes with respect to such changes.
- (g) For more information on these charges, call Vodafone on 1300 801 122.

## Moving plans

- (a) Please note that the Products between which you may switch may be limited. In general, you can only switch to a current in-market Product which is available for purchase on Vodafone.com.au ("Current In-Market Product").
- (b) You may change from one Product to another Product by calling Vodafone Customer Care and agreeing to the terms and conditions of the new Product.
- (c) Installation may be required where you change from a Product on non GFAST technology (Vision50 or Vision100) to a Product on GFAST technology (Vision250 or VisionMax), or vice versa. You can confirm whether installation is required by calling Vodafone Customer Care.
- (d) Please refer to *Billing* below for more information on how moving plans will appear on your monthly bill.
- (e) Any Product change will take effect immediately. Contact Vodafone Customer Care for more information.
- (f) Any credit or other benefits from your existing Product (including any discounts applied to your existing Product) will be forfeited, unless otherwise advised.

## Transfer of Vision Service from another provider

- (a) If you have an existing Vision Service with another provider and wish to transfer that service to us, it is your responsibility to check with your provider with respect to any early termination payments or other services or discounts that you may lose as a result of transferring the service.

## Moving location

- (a) The Vision Service may not be available if you move from your premises to another location. You will need to contact us to check the service availability at the new location and notify us if you wish to set up your service at a new location.
- (b) If your Vision Service can be transferred to another location and you are on a Current In-Market Product, your existing Product Terms will still apply and you will continue to be charged for the Service. If you are not on a Current In-Market Product, you will need to move to one if you set up your service at a new location.
- (c) If your Vision Service cannot be transferred to another location you will need to pay out any applicable remaining cost of your Modem as explained above under *Equipment and Cabling*.

## Billing

- (a) The minimum monthly spend is payable for each full monthly billing cycle in advance.
- (b) In your first bill, you will be charged your minimum monthly spend for the following month, in addition to a prorated amount from the date of Vision Service activation to the end date of your bill period. For example, if your Vision Service is connected on the 15<sup>th</sup> and your billing period ends on the 30<sup>th</sup>, you will see a prorated charge for this period, plus a month in advance.
- (c) If you change your Product during your bill period you will be refunded your Product fee for the remainder of the month on a pro-rata basis and you will be charged your new Product fee calculated on a pro-rata basis for the remainder of the month.
- (d) If you change to a higher value Product, your new plan and associated maximum connection speed will begin immediately. If you change to a lower value Product, your new plan and associated maximum connection speed will begin immediately.
- (e) If you cancel your service, you will be charged until the end of that monthly billing cycle.
- (f) If you have been provided with a Modem and you leave before the end of your Device Period (i.e. before 24 months) a Modem Non-Return Fee may apply (see the Modem section above for details). Where a Modem Non-Return Fee is applicable it will be included as once off lump sum charge on your final bill.
- (g) You may choose to purchase additional Products from time to time. Charges for these Products will be applied to your bill.
- (h) Paperless billing is the default bill method for Vodafone customers.

# Terms & Conditions: Vodafone Vision Plans

- (i) 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.

**Support**

- (a) We provide support for installation, disconnection, problems with your Vision Service and problems with your provided Modem. We may not provide support for problems with other modems, Compatible Modems, or devices.
- (b) Where we are unable to assist you immediately we will refer the problem to Vision and inform you of the next course of action as soon as possible.
- (c) If you are experiencing difficulty with your Vision Service you can call Vodafone on 1300 801 122.

**Minimum monthly spend (with use of the Modem or BYO Modem):**

Plan name	Minimum Monthly	Device Cost	Total Minimum Cost	Early Exit Fee (EEF)
Vision50 Plan	\$70	N/A	\$70	N/A
Vision100 Plan	\$75	N/A	\$75	N/A
Vision250 Plan	\$80	N/A	\$80	N/A
VisionMax Plan	\$90	N/A	\$90	N/A

**Early Exit Fees**

There are no Early Exit Fees on a month-to-month Product, however if you are issued a new Modem and leave before the end of your Device Period then a Modem Non-Return Fee may apply as explained above under *Equipment and Cabling*.

## 4. Vodafone rates

**What is included in my Product’s Allowance?**

**Your Plan Allowance**

As your Product is a data-only Vision Service, your Product allowance only includes unlimited data and as such you will not be charged any additional amount for use of that Vision Service. This does not include the charges that Vision may pass on to us which we then pass on to you, detailed above under Rates and Charges. Any other telecommunications service (i.e. calls, text, international roaming etc) is excluded from this service.