

Terms & Conditions: Vodafone Access Plans

1. What Terms and Conditions Apply to my Vodafone Access Plan Products?

- a. This document sets out terms and conditions that apply to specific Vodafone contracts and products (collectively, “the **Products**”).
- b. 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 the terms and conditions contained in this document, terms and conditions which are available online and which are identified as applying specifically to any element of your Plan, and any terms and conditions contained in any application form you complete 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, (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.
- d. Some Products have a minimum contract term. If your contract is terminated before the end of this term, you may be required to pay fees, such as an Early Exit Fee. Depending on the Product, this may be in addition to additional or excluded call, data or service costs. Early Exit Fees are set out in the pricing table for your Product.
- e. Activation of your Product may occur after your contract has commenced. Any minimum contract term that applies commences when your Product is activated.
- f. 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.
- g. Vodafone’s Fair Use Policy applies to any unreasonable use of Products. This includes use of any “unlimited” or “infinite” offerings. See www.vodafone.com.au/aboutvodafone/legal/fairusepolicy
- h. 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.
- i. For more information, call your account manager or Vodafone directly on 135 888 or visit vodafone.com.au/business.

2. Important Things You Need to Know

Availability

- a. The Products are for small to medium business use only by direct application to Vodafone. They are also available to large business/corporate and commercial customers (including Enterprise Choice customers) on prior invitation and approval.
- b. The Products are only available to credit approved customers with an ABN or ACN.
- c. Unless otherwise stated, only one Vodafone Product can be used per connection to the Vodafone network.
- d. These Products are only for use as a replacement of Public Switched Telephone Network (**‘PTSN’**) lines. The SIM card must be inserted for use in elevators or automatic-teller machines (**‘Approved Device’**). It must not be removed from an Approved Device and used in a mobile or broadband device. If this activity does occur, Vodafone would consider this Non-Standard Usage.
- e. Unlimited” or “Infinite” voice offerings in these Products are only for standard person-to-person calls (excludes premium and special numbers) made to or from an Approved Device within Australia. So to use these offerings all you have to do is make sure you’ll be talking to another person to or from an Approved Device. These offerings are not for you if you plan to do any of the following: multiple simultaneous calling, re-supply, call centre usage, telemarketing, bulk messaging, continuously call forwarding, auto-dialing, using the SIM Card in a different device, Cellular Trunking Units (CTUs), or any other activity which does not involve standard national calls to or from an Approved Device.
- f. Data offerings for the Products are only for standard access in Australia to data directly from the Approved Device and is for business use only. The offering is not for you if you plan to do any of the following: using encryption for the purposes of bypassing tethering detection; using any Application that is designed to avoid tethering detection for the objective of bypassing speed controls; using the data for individual use in a non-Approved Device, including a mobile or mobile broadband device; or any other activity which does not involve standard individual data usage (Non-Standard Data Usage).
- g. Vodafone reserves the right to determine other activities to be Non-Standard Usage or Non-Standard Data Usage, where such activities are of a commercial nature and/or do not involve making standard national

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calls to or from an Approved Device or standard individual data usage to an Approved Device that Vodafone considers to be non-standard usage.

Factors affecting availability and performance

- a. Network coverage and many other factors may affect the availability and performance of certain Products.
- b. These Products will be only available if used in conjunction with an Approved Device in a compatible coverage area. Not all Approved Devices are compatible with Vodafone networks.
- c. Broadband service: Some Vodafone 4G, 3G+ and 3G services are mobile broadband, internet, email, apps, downloading, video streaming and video calling. You can use Vodafone 4G if you have an eligible phone plan and have been switched over to the 4G network. To use 4G and 3G+ you'll also need a compatible device and be in a selected major metropolitan area. Outside these areas, you can still get Broadband Speeds in our 3G areas with the right device. To check this, make sure your device is compatible to the network zone you are in (U2100MHz, U850MHz or U900MHz). Remember that actual speeds you reach will vary depending on things like device capabilities, location, network congestion, network coverage and if you are roaming. Broadband Speeds not available in any 2G area. See vodafone.com.au/coverage for coverage. You agree to refer to vodafone.com.au/coverage for coverage details and vodafone.com.au/devicefrequency for details of devices and their frequencies before purchase, so that you can confirm that for your intended use of the services, your address/es are located in the appropriate Vodafone coverage areas and that the device you wish to select is compatible with the Vodafone coverage area where your address/es are located.
- d. If from time to time we provide additional Services in Australia, where you may Roam on a network in a Non-Vodafone Coverage Area, we may also restrict the availability or the speeds of some Services, such as Data Services, in the Non-Vodafone Coverage Area. To see the Vodafone Coverage Areas covered by the Vodafone Network please go to <http://www.vodafone.com.au/network/coverage-checker>.
- e. The Terms contain details regarding device compatibility, network capability and availability when using our Service.

PIN Security

- a. 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 person, including those who are entitled to be connected to your Product(s). Doing so will compromise privacy across the entire range of connections to your account (for example, the call records, usage information of each connection to your Product(s) may become visible and accessible by all other users in the group if the Primary Account PIN is shared). Disclosure of your Primary Account PIN 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 your account and/or purchase additional hardware.

Sharing

- a. The Vodafone Access Plan Products are only eligible to share between the same plan family, meaning you can share between an Access Low Plan Product and an Access High Plan Product, however not with any other Vodafone Plan.
- b. If you have another Vodafone Plan and one of these Plan Products, these will operate as separate accounts and you will receive a separate bill for each account. There is more information under Section 2 - 'Billing'.

Data Services

- a. For Products that provide data access capabilities, a data session:
 - i. **starts** when you begin internet activity, either directly or indirectly* on your mobile device; and
 - ii. **ends** when your data connection is lost. This will happen when:
 - a) you turn your mobile device off;
 - b) turn your data connection off;
 - c) switch to flight mode;
 - d) when you lose network reception; or
 - e) your mobile device has not sent or received data for a period of time.

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*Direct internet activity is when you prompt your mobile device to send or receive data from the internet. For example; when you send an email. Indirect internet activity is when your mobile device or mobile applications are set up to send or receive data from the internet on your behalf. Examples include (but are not limited to): Email notifications via Gmail, notification of Tweets or Facebook posts which mention you and software or weather updates.

- b. When using data services, some internet services, including web sites and email, may not be accessible.
- 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 or available to you in connection with data services, including with respect to how that software or data operates on your device or interacts with applications.
- d. Unless otherwise stated, data usage is measured as the combination of both data you send (upload) and receive (download).

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. The Products feature a Plan Allowance which is made up of:
 - i. An Monthly Included Data allowance; and
 - ii. An "Infinite" allowance (which provides you with infinite access to many (but not all) service available from Vodafone – see Section 3 below and the section of the Terms titled "Vodafone Rates: What is included in my Product's Plan Allowance" for full details).
- c. If usage of a Product exceeds any part of your Plan Allowance, or you use a service that is not payable from your Plan Allowance, you will be charged an amount additional to your minimum monthly spend.
- d. Unless otherwise stated, if you do not use all your included Plan Allowance in the relevant month, any remaining Plan Allowance is forfeited, is not refundable, and will not carry over into any other month.
- e. For all Plans once your Monthly Included Data allowance has been exhausted, any additional data usage on your account in that billing month will be charged \$10 per 1GB (Additional Data). This overage charged will be billed in KB blocks in addition to your minimum monthly spend during the applicable billing cycle. Additional Data blocks will be triggered. There is no limit to how many Additional Data blocks you can trigger. For example, if your Plan has 1GB of monthly Included Data but you use a total of 3.5GB of data in that month, you will be charged \$30 in Additional Data charges (as you have triggered 3 x 1GB Additional Data blocks). Charges for Additional Data will be charged on top of your minimum monthly spend.
- f. If you are overseas and not in an Eligible Country or not opted in to \$5 Roaming, rates for Additional Data vary, check vodafone.com.au/roaming for more info.
- g. 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.
- h. Unless otherwise stated, Section 4 below titled "Vodafone Rates: What is Included in my Product's Plan Allowance?" Specifies which services are or are not included with your included Plan Allowance and the rate at which additional and excluded services will be charged. Each charge is rounded up to the nearest cent before GST is included.
- i. Unless otherwise stated, rates specified for services are GST inclusive.
- j. Unless otherwise stated, call usage is billed in blocks of 60 second increments and charged at \$0.01 per second. Usage is rounded up to the end of the current increment.
- k. Unless otherwise stated, data usage is charged in per kilobyte blocks.
- l. All rates and charges are subject to change. Vodafone will comply with relevant regulations and industry codes with respect to such changes.

Moving Plans

- a. You may change from one Access Plan Product to another Access Plan Product once per monthly billing period by calling your account manager or Vodafone Customer Care, and agreeing to the terms and conditions of the new Product.
- b. Any credit or other benefits from your existing Product will be forfeited, unless otherwise advised. If you are changing to a less expensive Access Plan Product fees, including an Early Exit Fee or Plan Change Fee may apply.
- c. If you move to another Product in the middle of your billing period then your inclusions will be applied in full for the pro-rated period.

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- d. Any Product change will take effect from the start of your next monthly billing period. Contact your account manager or 135 888 for more information.

International Roaming

- a. The Access Plans are not eligible for International Roaming. However, if you do use the SIM card for the purposes of Non-Standard Usage (which is not permitted) and you do roam internationally, you will be charged according to Vodafone Pay-As-You-Go rates which can be found at Vodafone.com.au/roaming.

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. For customers with several Plans on the same billing account, only the account holder will receive a bill. This bill will show the total for all the Plans and the individual Plan summary.
- c. Paperless billing is the default bill method for Vodafone customers.
- d. 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.

Checking your usage

- a. Check your call, TXT and data use here and overseas by calling us for free from your Vodafone Mobile on 1555 (when in Australia) or +61 414 141 414 (when overseas). Only the primary account holder may access this information.

3. Terms for Vodafone Access Plan Products

General Terms

- a. The Products can only be used in Australia. If you exceed what is included in your Plan, you will be charged for overage at the rates set out in Section 4 below.
- b. The Minimum Monthly Spend is payable for each full monthly billing cycle in advance and is non-refundable.
- c. If you are a provider of a lift phone service, you have a responsibility to advise an end user about the impact of migration from a fixed line service to a mobile service, including that failure to migrate will result in the service being disconnected when the existing line over which it operates is disconnected; informing end uses (in this case building owners, managers and bodies corporate) to register their monitored fire alarm and lift phone service on the register as early as possible; and informing the end user to contact the service provider to ensure the monitored fire alarm or lift phone service will continue to operate post-migration.
- d. The lift phone service must be provided in a reasonably time frame to avoid disruption and as the service provider you must comply with the 'Migration of Monitored Fire Alarm and Lift Phone services Good Practice Guide' published by The Australian Government Department of Communications and The Arts available at <https://www.communications.gov.au/documents/migration-monitored-fire-alarm-and-lift-phone-services-good-practice-guide>
- e. The below table specifies minimum monthly spend, minimum contract terms, and Early Exit Fees for the Access Products:

| Plan name | Minimum Monthly Spend | Minimum Contract Term | Total Minimum Cost | Early Exit Fee (EEF) |
|--|-----------------------|-----------------------|--------------------|---------------------------------------|
| Vodafone Access (SIM Only) Plans | | | | |
| \$7.50 Access Low SIM Only 24 Month Plan | \$7.50 | 24 months | \$180 | \$3.75 x remaining months on contract |
| \$10 Access High SIM Only 24 Month Plan | \$10 | 24 months | \$240 | \$5 x remaining months on contract |

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4. Vodafone Rates: What is Payable from my Vodafone Access Plan Product Allowance?

a. What is included in your Plan Allowance

These tables detail all services that are included in your Product's Plan Product Allowance (unless stated otherwise), and the charge rate for those services. If the service rate is stated to be "Infinite" or "Unlimited", you will not be charged any additional amount for use of that service. If you ever exhaust any element of your Plan Allowance (i.e. your Included Data or your Included Standard National Voice calls (to other mobile and fixed networks)) or if you use services not listed in this table, you will be charged an additional amount on top of your minimum monthly spend for the services used at the rates specified in the table titled "Not Included in your Plan Allowance".

| VODAFONE ACCESS (SIM ONLY) PLANS | | |
|--|---|--------------|
| Access (SIM Only) Plan | Low \$7.50 | High \$10 |
| Plan Type | 24 Month | 24 Month |
| Included Data | 256MB | 512MB |
| Standard National Voice calls (to Vodafone mobiles) | Unlimited | |
| Standard National Voice calls (to other mobile and fixed networks) | 200 | |
| International Roaming | This plan is not eligible for \$5 Roaming. If the Product is used internationally, You will be charged Vodafone Pay-As-You-Go rates. All usage is charged in addition to your normal monthly plan allowance. | |

b. What is not included in your Plan Allowance

These tables detail other services that you can purchase from or via Vodafone but which are not included in your Product's Plan Allowance (unless stated otherwise).

| VODAFONE ACCESS (SIM ONLY) PLANS | | |
|--|---|--------------|
| Access (SIM Only) Plan | Low \$7.50 | High \$10 |
| Plan Type | 24 Month | 24 Month |
| Included Data | 256MB | 512MB |
| | Once you have exhausted your allowance of Included Data, you will be charged \$10 per GB. This overage charge will be billed in KB blocks in addition to your minimum monthly spend during the applicable billing cycle. | |
| Standard National Voice calls (to other mobile and fixed networks) | Once you have exhausted your allowance of Standard National Voice calls to other mobile and fixed networks, you will be charged \$0.01 per second. This overage charge will be billed in addition to your minimum monthly spend during the applicable billing cycle. | |
| Standard National Video calls | 40c connection fee + \$1.47 per 60 seconds | |
| Standard National Voice calls to 13, 15 and 18 numbers | 40c connection fee + \$1.47 per 60 seconds | |
| Standard National and International TXT (for standard TXT of up to 160 characters) | These plans do not include any Standard National TXT. If you send a Standard National TXT you will be charged \$0.05 per message. This overage charge will be billed in addition to your minimum monthly spend during the applicable billing cycle. If you send a Standard International TXT you will be charged 30c per message. This overage charge will be billed in addition to your minimum monthly spend during the applicable billing cycle. | |
| TXT Delivery Report within Australia | 30c per message | |
| Calls to Ask Anything (123) | \$1.30 connection fee + \$1.30 per 60 seconds | |
| Standard National and International PXT® (text, pic, video and audio) | 55c per message | |

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| Premium TXT and PXT | Varies, depending on service |
| Premium voice and video calls | Varies, depending on service |
| Vodafone Central and STK Content purchases and downloads | Price specified at time of purchase |
| Call Screen | 5.5c for the first 10 seconds or 99c per message |
| Standard National re-routed voice calls (excluded calls that are re-routed by a third party and/or re-routed to an international destination or to a premium number or service) | 40c connection fee + \$1.20 per 60 seconds |
| Standard National Re-routed TXT or PXT (excludes TXTs or PXTs that are re-routed by a third party and/or re-route to an international destination or to a premium number or service) | 30c per message |
| Calls to Vodafone Customer Care within Australia | Free from your Vodafone Mobile |
| Voicemail – deposits within Australia | Free from your Vodafone Mobile |
| Voicemail – Retrievals within Australia | Free from your Vodafone Mobile |
| Calls to National Directory Assist (1223) | \$2.60 connection fee + applicable standard national voice call rate if you are through-connected |
| Calls to International Directory Assist (1225) | \$2.60 connection fee + international voice call rate if you are through-connected |
| Standard International voice calls | These plans do not include any international calls. All international calls will be charged in addition to your minimum monthly spend. International calling rates vary per country and are subject to change – see vodafone.com.au/internationalcountries for a full list of rates. A connection fee of 32 cents plus the applicable country rate will apply. |
| Standard International Video Calls | 35c connection fee + 1.5 x applicable country voice call rate (vodafone.com.au for rates) |
| International Roaming | This plan is not eligible for \$5 Roaming. If the Product is used internationally, You will be charged Vodafone Pay-As-You-Go rates. All usage is charged in addition to your normal monthly plan allowance. |