

Vodafone Mobile Broadband \$19, \$29, \$39, \$49, \$59 Month to Month Products available for select 3 Customers

1. What Terms and Conditions apply to my Vodafone Postpaid Month to Month Standard Mobile Broadband Product?

- (a) This document sets out the terms and conditions which 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 all 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
 - (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.
- (d) Your contract commences on your acceptance of the Terms, however, for Postpaid Products, any minimum contract term which applies does not commence until your service is activated.
- (e) 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.

2. Postpaid Products and the Terms

“Postpaid Products” are purchased by issuing you with a bill for Vodafone Products and services that you have already used, or that you have agreed to pay a specified regular amount for. Postpaid Products are usually (although not always) wholly or partly paid in arrears.

3. Important Things You Need to Know

Availability

- (a) The Vodafone contracts and Products referred to in the Terms are for personal use only, and are not available to medium to large business/corporate and commercial customers. Medium to large business/corporate and commercial customers should contact Vodafone for information about Vodafone’s business products.
- (b) From June 12 2013, The Products are only available to credit approved existing “3 Mobile” Mobile Broadband customers moving to Vodafone and credit approved existing Vodafone customers who are already signed up to the Products who wish to renew their contract.

- (c) The Products referred to in the terms are only available on selected devices and handsets as nominated by Vodafone.
- (d) Unless otherwise stated, only one Vodafone Mobile Broadband Product can be used per connection to our network.
- (e) Vodafone's Fair Use Policy applies to all Vodafone Products.
- (f) 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) If you have an Apple iPad, you must have a valid Vodafone Micro/Nano-SIM inserted in your Apple® iPad.
- (c) 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.
- (d) All Vodafone services are subject to device capabilities & network limitations & availability. A compatible 3G+ device is required to access Vodafone 3G+ services. Vodafone 3G+ only available in selected metropolitan areas. Outside of Vodafone 3G+ coverage areas, Broadband Speeds can be achieved in Vodafone 3G coverage areas. A compatible 3G device is required to access 3G services. Vodafone 3G works on three different 3G network zones: U2100MHz, U850MHz and U900MHz. You can reach Broadband Speeds within these areas when you have a handset which is compatible to that particular zone/s. Broadband Speeds not available in any 2G area. Actual speed achieved varies depending on factors such as device capabilities, location & network congestion. See www.vodafone.com.au/coverage for coverage.
- (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. For more information about this network, see the coverage map available at www.vodafone.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 *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.

- (e) 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 Modem or Pocket WiFi™ device) is compatible with each PC, laptop or other computing device that you will use your Product with (if appropriate).
- (b) Non-Vodafone supplied USB Modems or Tablet devices 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 Tablet device), although Vodafone may do so at its discretion.
- (d) The Pocket WiFi™ Pro device can operate with a maximum of 5 WiFi enabled devices at any one time.
- (e) The Pocket WiFi™ Extreme device can operate with a maximum of 10 WiFi enabled devices at any one time.

Rates and charges

- (a) Some Products have a minimum contract term. If your contract is terminated before the end of this term, your services will end and you may also be required to pay fees, such as an Early Exit Fee or a Handset/Hardware 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) You may change from one Vodafone Mobile Broadband Plan Product to another Vodafone Mobile Broadband Plan Product once per monthly billing period by calling Vodafone Customer Care, and agreeing to the terms and conditions of the new Vodafone Mobile Broadband Plan. Any credit or other benefits from your existing Plan will be forfeited, unless otherwise advised. If you are changing to a less expensive Vodafone Mobile Broadband Plan Product a Plan Change Fee may apply. Contact Vodafone Customer Care for more information.
- (c) 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.
- (d) 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.
- (e) 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.

- (f) Each charge is rounded up to the nearest cent before GST is included.
- (g) 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 for the period 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.
- (d) Your Included Data may appear on your bill as two separate entries (for example, for the Vodafone \$29 Month to Month Mobile Broadband Product, the 4GB of included data may appear on your bill as one entry of 2GB and a second entry of 2GB).

4. Vodafone Month to Month Mobile Broadband Products

This table specifies minimum monthly spend pricing and monthly data allowance for Vodafone Month to Month Mobile Broadband Products:

Product	Contract Term	Minimum Monthly Spend	Contract Minimum Spend	Monthly Included Data within Australia
\$19 Month to Month Mobile Broadband Plan	Monthly	\$19*	\$19	2GB
\$29 Month to Month Mobile Broadband Plan	Monthly	\$29*	\$29	4GB
\$39 Month to Month Mobile Broadband Plan	Monthly	\$39*	\$39	10GB
\$49 Month to Month Mobile Broadband Plan	Monthly	\$49*	\$49	12GB
\$59 Month to Month Mobile Broadband Plan	Monthly	\$59*	\$59	16GB

* * Customers on a Month to Month Mobile Broadband Product can either bring their own compatible Tablet/Modem or 3G/Vodafone 3G+ enabled device, or purchase a modem from

Vodafone for \$39 upfront (paid once in the first bill) for the Vodafone USB Classic; \$39 (paid once in first bill) for Vodafone USB Extreme; \$69 (paid once in the first bill) for the Vodafone Pocket WiFi™ Pro; \$99 (paid once in first bill) for Vodafone Pocket WiFi™ Extreme.

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 Month to Month Mobile Broadband Product:

- (a) You must have a compatible USB Modem, Pocket WiFi™ or Tablet device or 3G compatible device to use a Month to Month Mobile Broadband Product.
- (b) Data allowances 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) All non-data use (e.g. voice calls, SMS/MMS and content) is charged in addition to your data plan. Refer to Section 7 – “Rates and Charges for Non-Data Use” for further details.
- (e) Unless otherwise stated, charges for your Vodafone Month to Month Mobile Broadband Product are in addition to any handset/device repayments (if applicable) and any costs for excluded usage or additional data usage.
- (f) 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.
- (g) If you add the Month to Month Mobile Broadband Product mid billing cycle, the Minimum Monthly Spend and any applicable bundle discount will be pro-rated.
- (h) Once connected to a Month to Month Mobile Broadband Product, you must remain connected for at least one full billing cycle. You will remain connected, and you will be charged at least the Minimum Monthly Spend, until you tell Vodafone to stop your Month to Month Broadband Product, in which case you will be charged until the end of the then-current month.

5. Rates and Charges for Non-Data Use

Not payable from Included Value

The Products include a fixed amount of data only. This table details other Products that you can purchase from Vodafone via your Mobile Broadband SIM Card, or where applicable, Vodafone Micro or Nano-Sim, 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 vodafone.com.au
Standard National Video Calls	1.5c per second
Standard International Video Calls	1.5 x applicable country rate (rates at vodafone.com.au)
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 vodafone.com.au
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	5c for the first 10 seconds or 99c per message
STK Alerts and Content Downloads	Price specified at time of purchase.
Premium TXT/PXT®	Varies depending on service

All prices mentioned are including GST.