Vodafone Postpaid Month to Month, 12 and 24 Month Mobile Broadband Products

- 1. What Terms and Conditions apply to my Vodafone Postpaid Month to Month, 12 Month and 24 Month 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

- (a) Vodafone customers can purchase both "Prepaid Products" and "Postpaid Products" from Vodafone. The Postpaid Product types are explained in this section. For details on Prepaid Products, please see the Vodafone Prepaid Mobile Broadband terms and conditions at www.vodafone.com.au/mbbterms
- (b) "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 (**Products**) 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) The Products referred to in the terms are only available on selected devices and handsets as nominated by Vodafone.

- (c) The Products are available to eligible customers and, for Postpaid Products, credit approved customers, only.
- (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.

Sharing

- a. All Vodafone Mobile Broadband Month to Month, 12 and 24 Month Products except the \$100 Vodafone Mobile Broadband Month to Month Plan, the \$100 Vodafone Mobile Broadband 12 Month Plan and the \$100 Vodafone Mobile Broadband 24 Month Plan (Eligible Sharing Products) are able to support sharing on one billing account (Sharing Group). When a second Eligible Sharing Product is added to an existing Eligible Sharing Product on the same billing account the two products will automatically form a Sharing Group. A Sharing Group can have up to 10 Eligible Sharing Products. For the avoidance of doubt, the \$100 Vodafone Mobile Broadband 12 Month Plan and the \$100 Vodafone Mobile Broadband 12 Month Plan and the \$100 Vodafone Mobile Broadband 24 Month Plan cannot form part of any Sharing Group and can only be used on a stand-alone basis.
- b. The data allowances of a Sharing Group will automatically combine into one pool which will be shared between eligible users on a first-in-first-served basis.
- c. The Account Holder of an account with an active Sharing Group has visibility of the full account usage details of the entire Sharing Group, including itemized details of all call, text and data usage.
- d. Only the Account Holder, who is the custodian of the PIN number for the account, can make changes to the account (including adding, removing or changing Eligible Sharing Products, or adding/removing any Add-Ons to the account, or purchasing hardware on the account).
- e. Users of an Eligible Sharing Product in a Sharing Group who are not the Account Holder can:
 - 1. View their personal account usage details;
 - 2. View the aggregated usage details of the entire Shared Group;
 - 3. Receive Spend Alerts relating to the aggregated usage of the Sharing Group ; and
 - 4. Trigger excess or excluded usage charges and the Daily Charge for the \$5 Roaming service.
- f. Users of an Eligible Sharing Product in a Sharing Group who are not the Account Holder cannot:
 - 1. Access account details or personal information of the Account Holder or any other user of an Eligible Sharing Product in the Sharing Group;
 - 2. Access individual usage details of of any other user of an Eligible Sharing Product in the Sharing Group;

- 3. Make any changes to the account (including cancelling their service, adding or removing Add-Ons or purchasing hardware).
- g. If one Eligible Sharing Product is disconnected or ports out to another telecommunications provider then any Eligible Sharing Products remaining in the Sharing Group will continue to share.
- h. You remain responsible for the use of all Eligible Sharing Products on your account, including all excess or excluded usage or other fees that may be incurred by yourself or other users on your account.

g.If you do not want an Eligible Sharing Product to form part of a Sharing Group you can opt-out by calling 1555 or going into a Vodafone store.

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 you grant access to Eligible Sharing Products connected to your account (if any). Doing so will compromise privacy across the entire range of Products connected to your account (for example, the usage information of each Eligible Sharing Product may become visible and accessible by all other users in the Sharing 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, cancel or change services connected to the Primary Account and/or purchase additional hardware, which is otherwise the exclusive right of the Account Holder. **Factors affecting availability and performance**

- (a) Network coverage and many other factors may affect the availability and performance of certain Products.
- (b) You must have a valid Vodafone Multi fit, 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) 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. Broadband Speeds not available in any 2G area. Actual speed achieved varies depending on factors such as device capabilities, location & network congestion. 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.

(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 <u>www.vodafone.com.au/coverage</u>

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 or Wifi 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 or Wifi 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 and Pocket Wifi 4G device can operate with a maximum of 10 WiFi enabled devices at any one time. The Huawei WiFi Cube 4G device can operate with a maximum of 32 WiFi enabled devices at any one time.

International Roaming

a) Your Included Data allowance and any Additional Data allowances you have triggered can be used in Australia, on Vodafone networks. For all Vodafone Mobile Broadband Month to Month, 12 and 24 Month Products except the \$100 Vodafone Mobile Broadband Month to Month Plan, the \$100 Vodafone Mobile Broadband 12 Month Plan and the \$100 Vodafone Mobile Broadband 24 Month Plan (Ineligible For \$5 Roaming Plans), you can also use your Included Data allowance and any applicable Additional Data overseas while ever you:

 remain opted-in to Vodafone \$5 Roaming (you are automatically opted-in to \$5 Roaming

upon activation however you can opt-out at any time by contacting Customer Care); and

ii. are roaming in an Eligible Country.

In return for this service, when you (or, for Sharing Groups, any member of a Sharing Group) perform a Trigger Event (which includes using any amount of data) in an Eligible Country on any given day, we will apply the **Daily Charge** to your account. For the avoidance of doubt, the \$5 Daily Charge is payable per day per service – so, by way of example, for Sharing Groups, if two members of the Sharing Group both perform a Trigger Event on the same day, the \$5 Daily Charge will be payable for **both** services.

- b) The \$5 Roaming Daily Charge is charged in addition to your plan fees.
- c) Unless your plan is an Ineligible For \$5 Roaming Plan, if you (or, for Sharing Groups, any member of a Sharing Group) use up your Included Data while overseas in an Eligible Country, you will be charged for any further data use as per your normal Additional Data rate and you will be able to continue to use the Additional Data allowance granted to you in Eligible Countries while \$5 Roaming is active for that service.
- d) For those who are eligible to access Vodafone \$5 Roaming, it is limited to a maximum usage of 90 days per calendar year. We may remove Vodafone \$5 Roaming from your service if you do not comply with this condition.
- e) If your plan is an Ineligible For \$5 Roaming Plan, if you opt-out of Vodafone \$5 Roaming, or if you are opted-in but are roaming in a country which is not an Eligible Country, you will be charged according to Vodafone Pay-As-You-Go rates which can be found at Vodafone.com.au/roaming.
- f) For full terms and conditions in relation to Vodafone \$5 Roaming, and for details on the Daily Charge, Eligible Countries, Trigger Event(s) and Vodafone Pay-As-You-Go rates, please go to vodafone.com.au/roaming.

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. Any Product change will take effect from the start of your next monthly billing period. 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) Once your Monthly Included Data allowance has been exhausted, any additional data usage on your account in that billing month will be charged in blocks of 1GB for a cost of \$10 per block (Additional Data). Additional Data blocks will be triggered both in Australia and overseas, when you are in Eligible Countries (if you are opted-in to \$5 Roaming). 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). Any unused Additional Data is forfeited at the end of the billing month and is unable to be rolled over, transferred, exchanged or redeemed for cash. Charges for Additional Data will be charged on top of your minimum monthly spend. For the avoidance of doubt, if your account includes a Sharing Group, any member of that Sharing Group can trigger the Additional Data charge, but all Additional Data allowances will then be shared amongst the Sharing Group as normal.
- (e) If you are overseas and not in an Eligible Country,or not opted in to \$5 Roaming, or if your plan is an Ineligible For \$5 Roaming Plan, rates for Additional Data vary, check [vodafone.com.au/roaming] for more info.
- (f) 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.
- (g) Each charge is rounded up to the nearest cent before GST is included.
- (h)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) For accounts with a Sharing Group, only one bill will be issued to the Account Holder which will reflect all Eligible Sharing Products.

(e) Your Included Data may appear on your bill as two separate entries (for example, if a Producthas 4GB of included data, that may appear on your bill as one entry of 2GB and a second entry of 2GB).

Checking your usage

Check your usage here and overseas at myvodafone.com.au or call us on 1300 650 410 (when in Australia) or +61 426 320 000 (when overseas). For Sharing Groups, the Account Holder may access individual usage of Eligible Sharing Product users, and may also see overall usage on the account.

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4. Vodafone Month to Month Mobile Broadband Products

Product	\$15 Month to Month Mobile Broadband	\$30 Month to Month Mobile Broadband Plan	\$50 Month to Month Mobile Broadband Plan	\$100 Month to Month Mobile Broadband Plan
Contract Term	Monthly	Monthly	Monthly	Monthly
Minimum Monthly Spend	\$15*	\$30*	\$50*	\$100
Contract Minimum Spend	\$15	\$30	\$50	\$100
Monthly Included Data	2GB	5GB	10GB	30GB
Supports Sharing?	Yes	Yes	Yes	NO
International Roaming – Is	Yes	Yes	Yes	NO
this plan eligible for \$5 Roaming?	\$5 Roaming applies while in Eligible Countries and Pay- As-You-Go roaming	\$5 Roaming applies while in Eligible Countries and	\$5 Roaming applies while in Eligible Countries and Pay- As-You-Go roaming	Pay-As-You-Go roaming rates apply in all countries.
See "International Roaming" in Section 3 above for more info	rates apply when in other countries	Pay-As-You-Go roaming rates apply when in other countries	rates apply when in other countries	

* Customers on a Month to Month Mobile Broadband Plan Product can either bring their own compatible Tablet/Modem or 3G/Vodafone 3G+/4G enabled device, or purchase a modem outright from Vodafone. When you purchase a device from Vodafone you will pay upfront, with the charge appearing on your first bill.

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 or 4G compatible device to use a Month to Month Mobile Broadband Product.

- (b) Data allowances can only be used in Australia, on Vodafone networks unless you are roaming. (See 'International Roaming' in section 3 above for more information).
- (c) 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 Month to Month, 12 & 24 Month Mobile Broadband Products" for further details.
- (d) 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.
- (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) 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.
- (g) 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 the end of the month in which you notify Vodafone that you wish to cancel your Month to Month Mobile Broadband Product.
 - 5. Vodafone 12 and 24 Month Mobile Broadband Products

Product	Contract Term	Minimum Monthly Spend	Contract Minimum Spend	Monthly Include d Data	Early Exit Fee	Supports Sharing?	International Roaming – Is this plan eligible for \$5 Roaming? See "International Roaming" in Section 3 above for more info
\$15 Mobile Broadban d Plan	12 Months	\$15 plus any applicable device/table t payment	\$180 plus any applicable device/table t payment	3GB	\$15 x remainin g months on contract plus full remainin g amount of any applicabl e device/ta blet payment	Yes	Yes \$5 Roaming applies while in Eligible Countries and Pay-As-You-Go roaming rates apply when in other countries
\$30 Mobile	12 Months	\$30 plus any	\$360 plus any	7GB	\$30 x remainin	Yes	Yes

12 and 24 Month Mobile Broadband Products

Broadban d Plan		applicable device/table t payment	applicable device/table t payment		g months on contract plus full remainin g amount of any applicabl e device/ta blet payment		\$5 Roaming applies while in Eligible Countries and Pay-As-You-Go roaming rates apply when in other countries
\$50 Mobile Broadban d Plan	12 Months	\$50 plus any applicable device/table t payment	\$600 plus any applicable device/table t payment	12	\$50 x remainin g months on contract plus full remainin g amount of any applicabl e device/ta blet payment	Yes	Yes \$5 Roaming applies while in Eligible Countries and Pay-As-You-Go roaming rates apply when in other countries
\$100 Mobile Broadban d Plan	12 months	\$100 plus any applicable device/table t repayment		40GB	\$100 x remainin g months on contract plus full remainin g amount of any applicabl e device/ta blet payment	NO	NO Pay-As-You-Go roaming rates apply in all countries.
\$15 Mobile Broadban d Plan	24 Months	\$15 plus any applicable device/table t payment	\$360 plus any applicable device/table t payment	3GB	\$15 x remainin g months on contract plus full remainin g amount of any applicabl e device/ta	Yes	Yes \$5 Roaming applies while in Eligible Countries and Pay-As-You-Go roaming rates apply when in other countries

					blet payment		
\$30 Mobile Broadban d Plan	24 months	\$30 plus any applicable device/table t payment	\$720 plus any applicable device/table t payment	7GB	\$30 x remainin g months on contract plus full remainin g amount of any applicabl e device/ta blet payment	Yes	Yes \$5 Roaming applies while in Eligible Countries and Pay-As-You-Go roaming rates apply when in other countries
\$50 Mobile Broadban d Plan	24 months	\$50 plus any applicable device/table t payment	\$1200 plus any applicable device/table t payment	12GB	\$50 x remainin g months on contract plus full remainin g amount of any applicabl e device/ta blet payment	Yes	Yes \$5 Roaming applies while in Eligible Countries and Pay-As-You-Go roaming rates apply when in other countries
\$100 Mobile Broadban d Plan	24 Months	\$100 plus any applicable device/table t payment	\$2400	40GB	\$100 x remainin g months on contract plus full remainin g amount of any applicabl e device/ta blet payment	NO	NO Pay-As-You-Go roaming rates apply in all countries.

The following terms and conditions apply to you if you purchase a Vodafone 12 or 24 Month Mobile Broadband Product:

- (a) You must have a compatible USB Modem, Pocket WiFi[™], WiFi Cube, or 4G Device or Tablet device to use a Vodafone 12 or 24 Month Mobile Broadband Product.
- (b) Your Included Data allowance can only be used in Australia, on Vodafone networks, unless you are roaming. (See 'International Roaming' in section 3 above for more information).
- (c) 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 Month to Month, 12 Month & 24 Month Mobile Broadband and Bundled Mobile Broadband Products" for further details.
- (d) Unless otherwise stated, charges for your Vodafone 12 or 24 Month Mobile Broadband Product are in addition to any handset/device repayments (if applicable) and any costs for excluded data 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) 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. However, Products in a Sharing Group may only be suspended if they are first removed from the Sharing Group and placed on their own stand-alone account by calling 1300 650 410 or going into a Vodafone Store.

7. Rates and Charges for Non-Data Use on Month to Month, 12 Month and 24 Month Mobile Broadband Products

Not payable from Included Value

Vodafone Month to Month, 12 Month and 24 Month Mobile Broadband Products include a data allowance only. This table details other Products that you (or, for Sharing Groups, any member of your Sharing Group) can purchase from Vodafone via your Mobile Broadband SIM Card, or where applicable, Vodafone Micro or Nano-Sim or Multifit SIM, but which **cannot be paid for** from your included value (unless stated otherwise). You will be charged an additional amount on top of your minimum monthly spend for these Products at the rates specified in this table.

Other Services Those services you can purchase for an additional charge	Rate
Standard National Voice Calls	40c Call Connection fee + 98c per minute (charged per minute)
Standard International Voice Calls	Varies - check vodafone.com.au
Standard National Video Calls	40c Call Connection fee + \$1.47 per minute (charged per minute)
Standard International Video Calls	Varies - check vodafone.com.au

Standard National & International TXT up to	30c per message
160 characters	
Standard National & International PXT®	55c per message
Standard National & International Video PXT®	55c per message
Voicemail within Australia	40c Call Connection fee + 98c per minute (charged per minute)
1223 Directory Assistance	\$2.60 Call Connection fee + standard voice cal rates if thru-connected
13 and 1300 Numbers	40c Call Connection fee + 98c per minute (charged per minute)
18 and 1800 Numbers	40c Call Connection fee + 98c per minute
	(charged per minute)
Customer Care Calls (calls to 1555) within Australia	0c
International Roaming	For \$100 Month to Month Mobile Broadband Product, \$100 12 Month Mobile Broadband Product and \$100 24 Month Mobile Broadband Product: Pay-As-You-Go roaming rates apply – see Vodafone.com.au/roaming for rates and terms and conditions. For all other Mobile Broadband Products: \$5 Roaming while in Eligible Countries and Pay-As-You-Go roaming rates when in other countries – see vodafone.com.au/roaming for rates and full terms and conditions.
123- Ask Us Anything	\$1.30 per minute billed per minute plus \$1.30 call connection fee.
	55c for the first 10 seconds or 99c per
CallScreen	message
CallScreen Purchases from third party providers made via carrier billing	

All prices mentioned are including GST.