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

- 1. What Terms and Conditions apply to my Vodafone Postpaid Month to Month, 12 or 24 Month Standard Mobile Broadband or Vodafone Bundled 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. Only one Vodafone voice plan, together with a maximum of one Vodafone Bundled Mobile Broadband Product, can be used per connection to the Vodafone 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) 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 <a href="https://www.vodafone.com.au/coverage">www.vodafone.com.au/coverage</a> 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.

#### 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) 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 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.
- (d) 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.
- (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 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 \$19 Month to Month Mobile Broadband Product, the 2GB of included data may appear on your bill as one entry of 1GB and a second entry of 1GB).

#### 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
\$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

<sup>\*</sup> Customers on a Month to Month Mobile Broadband Product can either bring their own compatible USB Modem or 3G enabled device, or purchase a modem from Vodafone for \$39 upfront (paid once) for the Vodafone USB Classic; \$69 (paid once in first bill) for the Vodafone Pocket WiFi<sup>TM</sup> Pro; \$79 (paid once in first bill) for Vodafone USB Extreme.

Additional Data Price - Australia: 2c per MB, all data charged per 1 KB.

Additional Data Price – International: 1c per KB

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 Month to Month, 12 & 24 Month Standard Mobile Broadband and Bundled Mobile Broadband Products" 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. Vodafone 12 and 24 Month Standard Mobile Broadband Products

This table specifies minimum monthly spend pricing and monthly data allowance plus minimum contract terms for Vodafone 12 and 24 Month Standard Mobile Broadband Products:

12 and 24 Month Standard Mobile Broadband Products

Product		Minimum Monthly Spend	Contract Minimum Spend	Monthly Included Data	Early Exit Fee
\$19 Mobile Broadband Plan (with Vodafone USB Classic Modem)	12 Months	\$19 plus any applicable device/tablet payment	\$228 plus any applicable device/tablet payment	2GB	\$ 19 x remaining months on contract plus any applicable device/tablet payment
\$29 Mobile Broadband Plan	12 Months	\$29 plus any applicable device/tablet payment	\$348 plus any applicable device/tablet payment	6GB	\$20 x remaining months on contract plus any

(with Vodafone USB Classic Modem or Vodafone Pocket WiFi™Pro)					applicable device/tablet payment
\$39 Mobile Broadband Plan (with Vodafone Pocket WiFi <sup>TM</sup> Pro or Vodafone USB Extreme)	12 Months	\$39 plus any applicable device/tablet payment	\$468 plus any applicable device/tablet payment	12GB	\$20 x remaining months on contract plus any applicable device/tablet payment
\$49 Mobile Broadband Plan (with Vodafone Pocket WiFi <sup>TM</sup> Pro or Vodafone USB Extreme)	12 Months	\$49 plus any applicable device/tablet payment	\$588 plus any applicable device/tablet payment	14GB	\$20 x remaining months on contract plus any applicable device/tablet payment
\$59 Mobile Broadband Plan (with Vodafone Pocket WiFi™Pro or Vodafone USB Extreme)	12 months	\$59 plus any applicable device/tablet payment	\$708 plus any applicable device/tablet payment	18GB	\$20 x remaining months on contract plus any applicable device/tablet payment
\$19 Mobile Broadband Plan (with Vodafone USB Classic or Vodafone Pocket WiFi™Pro)	24 Months	\$19 plus any applicable device/tablet payment	\$456 plus any applicable device/tablet payment	2GB	\$19 x remaining months on contract plus any applicable device/tablet payment

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\$29 Mobile Broadband Plan (with Vodafone Pocket WiFi™Pro or Vodafone USB Extreme)	24 months	\$29 plus any applicable device/tablet payment	\$696 plus any applicable device/tablet payment	6GB	\$20 x remaining months on contract plus any applicable device/tablet payment
\$39 Mobile Broadband Plan (with Vodafone Pocket WiFi <sup>TM</sup> Pro or Vodafone USB Extreme)	24 months	\$39 plus any applicable device/tablet payment	\$936 plus any applicable device/tablet payment	12GB	\$20 x remaining months on contract plus any applicable device/tablet payment
\$49 Mobile Broadband Plan (with Vodafone Pocket WiFi™Pro or Vodafone USB Extreme)	24 months	\$49 plus any applicable device/tablet payment	\$1,176 plus any applicable device/tablet payment	14GB	\$20 x remaining months on contract plus any applicable device/tablet payment
\$59 Mobile Broadband Plan (with Vodafone Pocket WiFi™Pro or Vodafone USB Extreme)	24 months	\$59 plus any applicable device/tablet payment	\$1,416 plus any applicable device/tablet payment	18GB	\$20 x remaining months on contract plus any applicable device/tablet payment

Additional Data Price - Australia: 2c per MB, all data charged per 1 KB.

Additional Data Price - International: 1c per KB

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

- (a) You must have a compatible USB Modem, Pocket WiFi™, 3G Device or Tablet device to use a Vodafone 12 or 24 Month Standard 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) 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 Standard Mobile Broadband and Bundled Mobile Broadband Products" for further details.
- (f) Unless otherwise stated, charges for your Vodafone 12 or 24 Month Standard Mobile Broadband Product are in addition to any handset/device repayments (if applicable) and any costs for excluded data usage.
- (g) 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.
- (h) 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.

# 6. Vodafone Bundled Mobile Broadband Products

This table specifies minimum monthly spend pricing, minimum contract terms and monthly data allowances for Vodafone Bundled Mobile Broadband Products:

	Contract Term	Minimum Monthly Spend -Bundled Rate (does not include monthly cost of voice Plan)	Monthly data allowance	Contract Minimum Spend - Bundled Rate	Early Exit Fee (does not include any applicable Early Exit Fee for your bundled voice plan)	Minimum Monthly Spend - Unbundled Rate (see paragraph (g) below for details)
\$15 Mobile Broadband Bundle	12 Months	\$15 plus any applicable MBB device payment	2GB	\$180 Plus	100% of minimum monthly spend x months remaining on contract. See paragraph (f-g) below for further information	\$19 plus any applicable MBB device payment
(with Vodafone USB Classic Modem)				Any applicable MBB device payment  Plus  Total minimum spend on voice		Included monthly data allowance and Early exit fees differ on this MBB plan, please see section 5 above for details.
				plan (for details see Vodafone Plan Terms on vodafone.com.au)		
\$20 Mobile Broadband Bundle	12 Months	\$20 plus any applicable MBB device payment	4GB	\$240 Plus	\$20 x months remaining on contract. See paragraph (f-g) below for further information	\$19 plus any applicable MBB device payment
(with Vodafone USB Classic Modem or Pocket WiFi™				Any applicable MBB device payment  Plus  Total minimum spend on voice		Included monthly data allowance and Early exit fees differ on this MBB plan, please see section 5 above for details.
Pro)				plan (for details see Vodafone Plan Terms on vodafone.com.au)		

\$30 Mobile Broadband Bundle	12 Months	\$30 plus any applicable MBB device payment	8GB	\$360 Plus	\$20 x months remaining on contract. See paragraph (f-g) below for further information	\$29 plus any applicable MBB device payment
(with Vodafone USB Classic Modem, Pocket WiFi™ Pro or USB Extreme modem)				Any applicable MBB device payment  Plus  Total minimum spend on voice plan (for details see Vodafone Plan Terms on vodafone.com.au)		Included monthly data allowance and Early exit fees differ on this MBB plan, please see section 5 above for details.
\$15 Mobile Broadband Bundle	24 Months	\$15 plus any applicable MBB device payment	2 GB	\$360  Plus  Any applicable MBB device payment	100% of minimum monthly spend x months remaining on contract. See paragraph (f-g) below for further information	\$19 plus any applicable MBB device payment
Vodafone USB Classic Modem)				Plus  Total minimum spend on voice plan (for details see section on Voice Plans Terms on vodafone.com.au)		Included monthly data allowance and Early exit fees differ on this MBB plan, please see section 5 above for details.

\$20 Mobile Broadband Bundle (with Vodafone USB Classic Modem or Pocket WiFi™ Pro)	24 Months	\$20 plus any applicable MBB device payment	4 GB	Plus  Any applicable MBB device payment  Plus  Total minimum spend on voice plan (for details see section on Voice Plans Terms on vodafone.com.au)	\$20 x months remaining on contract. See paragraph (f-g) below for further information	\$19 plus any applicable MBB device payment  Included monthly data allowance and Early exit fees differ on this MBB plan, please see section 5 above for details.
\$30 Mobile Broadband Bundle (with Vodafone USB Classic Modem, Pocket WiFi™ Pro or USB Extreme modem)	24 Months	\$30 plus any applicable MBB device payment	8GB	Plus  Any applicable MBB device payment  Plus  Total minimum spend on voice plan (for details see Vodafone Plan Terms on vodafone.com.au)	\$20 x months remaining on contract. See paragraph (f-g) below for further information	\$29 plus any applicable MBB device payment  Included monthly data allowance and Early exit fees differ on this MBB plan, please see section 5 above for details.

Additional Data Price - Australia: 2c per MB, all data charged per 1 KB.

#### Additional Data Price - International: 1c per KB

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

- (a) Vodafone Bundled Mobile Broadband Products are only available to you at the same time as you first sign up or resign to an eligible 12 or 24 Month Vodafone mobile contract (excludes corporate plans). You will not be eligible to add a Vodafone Bundled Mobile Broadband Product after a new connection or resign has been provisioned, until you are eligible to resign again. If you are an existing customer part way through your voice Contract Term who would like to add a Mobile Broadband service to your account, or if you wish to purchase a Mobile Broadband service from Vodafone in isolation (with no voice component) contact Vodafone for details on our range of standard Mobile Broadband Plans.
- (b) You must have a compatible USB Modem, Pocket WiFi™ or Tablet device to use a Vodafone Bundled Mobile Broadband Product.
- (c) 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.
- (d) If you exhaust your Included Data allowance, additional data usage will be charged at the Additional Data Price Australia rate.
- (e) Included Mobile Broadband Data allowance is only available for use via your compatible mobile broadband device. It is not available for use on your handset.
- (f) In the event that your Vodafone Bundled Mobile Broadband Product is cancelled before the applicable Contract Term has expired, you will be liable to pay the Early Exit Fee listed in the table above. Your eligible 12 or 24 month voice contract will continue unaffected, unless you also elect to cancel that (Early Exit Fees may apply – refer to your individual Voice Plan for details).
- (g) In the event that your eligible 12 or 24 month voice contract is cancelled, you will no longer be eligible for the Bundled Rate listed in the table above (you may also be liable for an Early Exit Fee for your voice contract see your individual Voice Plan for details). You can either elect to also terminate your Vodafone Bundled Mobile Broadband Product (refer to paragraph (f) above for consequences), or you can continue your Vodafone Bundled Mobile Broadband Product for the remainder of the Contract Term at the Unbundled Rate listed in the table above. If you elect to continue your mobile broadband service at the Unbundled Rate, but then cancel that Product before your Contract Term is complete, you will be liable for an Early Exit Fees listed in the table above.
- (h) All non-data use (eg voice calls, SMS/MMS and content) via your Mobile Broadband SIM Card or non- data use (eg content) via your Vodafone Micro-Sim 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 Standard Mobile Broadband and Bundled Mobile Broadband Products" for further details.
- (i) Unless otherwise stated, the Minimum Monthly Spend for your Vodafone Bundled Mobile Broadband Product is in addition to any handset/device repayments (if applicable) and any costs for excluded data usage.

- (j) 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.
- 7. Rates and Charges for Non-Data Use on Month to Month, 12 & 24 Month Standard Mobile Broadband and Bundled Mobile Broadband Products

# Not payable from Included Value

Vodafone Month to Month, 12 & 24 Month Standard Mobile Broadband and Bundled Mobile Broadband 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-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.