

# Terms and Conditions

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## 1. What Terms & Conditions Apply to my Vodafone Infinite Plan or Vodafone Cap Contract 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 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](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.
- (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 or a Handset Recovery Fee. Depending on the Product this may be in addition to any applicable handset payments and 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) 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](http://vodafone.com.au).

## 2. Important Things You Need to Know

### Availability

- (a) The 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 are available to credit approved customers only.
- (c) Unless otherwise stated, only one Vodafone Infinite Product of Vodafone Cap Product can be used per connection to the Vodafone network.
- (d) Mobile devices may be locked to the Vodafone network. A fee may apply to unlock.
- (e) Vodafone's Fair Use policy applies to all Vodafone Products.

### Factors affecting availability and performance

- (a) Network coverage and many other factors may affect the availability and performance of certain Products.
- (b) Certain Products, services and functions are only available if used in conjunction with a compatible mobile or other device and if in a compatible coverage area. Not all mobile devices are compatible with Vodafone networks.
- (c) All Vodafone services are subject to device capabilities and network limitations and availability. A compatible 3G device is required to access 3G services. Vodafone offers 2100Mhz devices and 900Mhz devices. Customers with devices that are 2100MHz compatible but not 900MHz compatible will experience 3G coverage in metro and some regional areas and GPRS (or Edge, where available) coverage in 900MHz areas. High bandwidth applications, such as video streaming, video calling, Mobile TV and full track downloads, are only available in Vodafone's 3G Mobile Broadband Zone. Slower speeds can be expected outside Vodafone's 3G Mobile Broadband Zone.
- (d) Notwithstanding anything else in Vodafone's contract with you, Vodafone may provide services to you using any telecommunications network Vodafone considers appropriate, including (but not limited to) the "Vodafone" networks operated by, for or on behalf of Vodafone Network Pty Limited and Vodafone Australia Pty Limited and the "3" network operated by, for or on behalf of Vodafone Hutchison Australia Pty Limited. For more information about these networks, see the coverage maps available at [www.vodafone.com.au/coverage](http://www.vodafone.com.au/coverage) and [www.three.com.au/coverage](http://www.three.com.au/coverage).

### Data services

- (a) For Products that provide data access capabilities, a data session starts when you first connect to data services and ends when you disconnect from data services.

- (b) When using data services, some internet services, including web sites and email, may not be accessible.
- (c) Subject to your rights under the Trade Practices Act 1974 or other relevant legislation, 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).
- (e) Included data as part of Vodafone Infinite Plan Products excludes data use when mobile phone is used as a tethered modem. Additional charges are applicable for tethering.

#### 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) Many Products feature "included value". Included value can be used to pay for many (but not all) services available from Vodafone. Included value is credited to you for payment of your minimum monthly spend.
  - (c) If your usage of a Product exceeds your included value, or you use a service 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) Unless otherwise stated, the section of the Terms titled "Vodafone Rates: What is payable from my Vodafone Product's included value?" specifies which services are or are not available to be paid from your included value and the rate at which additional services will be charged.
  - (f) Each call charge is rounded up to the nearest cent before GST is included.
  - (g) Unless otherwise stated, call usage is billed in blocks of 30 seconds for Vodafone Infinite Plan Products and 60 seconds for Vodafone Cap Products. Usage is rounded up to the end of the current block.
- All rates and charges are subject to change. Vodafone 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 from the date you connected to your first bill.
- (b) You may choose to purchase additional Products from time to time. Charges for these Products 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.

### 3. Vodafone Cap and Vodafone Infinite Products

This table specifies minimum monthly spend pricing and minimum contract terms for Vodafone Cap Products, which include Vodafone Cap Contract Products and Vodafone SIM Only Cap Products:

Product - Minimum Monthly Spend	Month to Month	12 month contract term minimum spend	24 month contract term minimum spend	Early Exit Fee (N/A for Month to Month)
\$19	Not available	Not available	\$1080	\$19 x remaining months on contract
\$20	\$20	Not available	Not available	Not available
\$29	Not available	\$348	\$696	\$29 x remaining months on contract
\$35	\$35	Not available	Not available	Not available
\$49	Not available	\$588	\$1176	\$49 x remaining months on contract
\$55	\$55	Not available	Not available	Not available
\$69	Not available	\$828	\$1656	\$69 x remaining months on contract
\$79	Not available	\$948	\$1896	\$79 x remaining months on contract

## Vodafone Infinite Products

This table specifies minimum monthly spend pricing and minimum contract terms for Vodafone Infinite Products, which include Vodafone Infinite Plan Products and Vodafone Month to Month Infinite Plan Products:

Product - Minimum Monthly Spend	Month to Month	12 month contract term minimum spend	24 month contract term minimum spend	Early Exit Fee (N/A for Month to Month)
\$45	\$45	\$540	\$1080	\$45 x remaining months on contract
\$65	\$65	\$780	\$1560	\$65 x remaining months on contract
\$85	\$85	\$1020	\$2040	\$85 x remaining months on contract
\$100	\$100	\$1200	\$2400	\$100 x remaining months on contract

## Terms for Vodafone Infinite and Vodafone Cap Products

The following terms and conditions apply to you if you purchase a Vodafone Infinite Product or Vodafone Cap Product:

- (a) You will receive a data allowance or Unlimited BlackBerry® Email (BlackBerry® Internet Service (BIS version) allowance (not available with \$19 or \$29 Cap Contract Products, \$20 SIM Only Cap Products or \$45 Vodafone Infinite Products).
- (b) If you have chosen to include Unlimited BlackBerry® email with your Vodafone Infinite Product or Vodafone Cap Product, sections (d) – (i) under the heading "Unlimited BlackBerry® Email & Internet Browsing Packs Products" below also apply to you.
- (c) You may change from one Vodafone Infinite Product or Vodafone Cap Product to another Vodafone Infinite Product or Vodafone Cap Product once per monthly billing period by calling Vodafone Customer Care, and agreeing to the terms and conditions of the new Vodafone Infinite Product or Vodafone Cap Product. Any credit or other benefits from your existing Product will be forfeited, unless otherwise advised. If you are changing to a less expensive Vodafone Infinite Product or Vodafone Cap Product or to a month to month Product or to a prepaid Product, fees, including 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.
- (a) Standard rates apply once your monthly data allowance has been exhausted. Additional data charges cannot be paid from your Vodafone Infinite Product's or Vodafone Cap Product's included value.
- (d) Your data allowance can only be used in Australia, on Vodafone networks.

The following term (f) only applies to you if you purchase a 12 or 24 month Vodafone Infinite Plan Product or 12 or 24 month Vodafone Cap Contract Product (this term does not apply to any Vodafone Month to Month Infinite Plan Product or any SIM Only Cap Product):

- (e) Any \$0 upfront or discounted mobile device offers are only available from Vodafone's selected mobile device range at the time that you agree to a contract and cannot be redeemed for cash or as a credit against your service costs with Vodafone. These mobile device offers are not available if you switch between contracts during the minimum contract term.

The following terms and conditions (g) – (i) only apply to you if you purchase a Vodafone Month to Month Infinite Plan Product or a SIM Only Cap Product (these terms and conditions do not apply to any 12 or 24 month Vodafone Infinite Plan Products or 12 or 24 month Vodafone Cap Contract Products):

- (f) Charges for your Month to Month Infinite Plan Product or SIM Only Cap Product are in addition to any handset repayments (if applicable).
- (g) The Minimum Monthly Spend is payable for each full monthly billing cycle in advance.
- (h) If you add or remove the Month to Month Infinite Plan Product or SIM Only Cap Product mid billing cycle, the Minimum Monthly spend will be pro-rated.

## 4. Unlimited BlackBerry® Email and Internet Browsing Packs Products

This table specifies minimum monthly spend pricing, minimum contract terms and monthly data allowances for Vodafone Unlimited BlackBerry® Email & Internet Browsing Packs Products for the BlackBerry® Internet Service (BIS):

Contract Term	Minimum Monthly Spend	Minimum Monthly Spend	Contract Minimum Spend	Early Exit Fee
Monthly	\$20	Unlimited BlackBerry® Email & Internet Browsing (BIS)	\$20	None
12 Months	\$10	Unlimited BlackBerry® Email & Internet Browsing (BIS)	\$120	\$5 x remaining months left on contract
24 Months	\$10	Unlimited BlackBerry® Email & Internet Browsing (BIS)	\$240	\$5 x remaining months left on contract

The following terms and conditions apply to you if you purchase an Unlimited BlackBerry® Email and Internet Browsing Pack Product:

- (a) Vodafone Unlimited BlackBerry® Email and Internet Browsing Pack Products are available to you if you are connected and remain connected to a valid Vodafone Infinite Product or Vodafone Cap Product. If your Vodafone Infinite Product or Vodafone Cap Product is cancelled, your Unlimited BlackBerry® Email and Internet Browsing Pack will also automatically be cancelled.
- (b) Minimum monthly spend for Unlimited BlackBerry® Email and Internet Browsing Pack Products excludes any additional mobile device payments (if applicable).
- (c) Cancellation will take effect from the end of the month on which you tell us that you want to stop receiving the Vodafone Unlimited BlackBerry® Email and Internet Browsing Pack Product. You will be billed until the end of that month.
- (d) Unlimited BlackBerry® Email and Internet browsing pack gives you unlimited BlackBerry data (BlackBerry® Internet Service (BIS) version only – excludes BlackBerry® Enterprise Solution (BES) version) which includes BlackBerry® Email and Internet browsing, Facebook® and other applications, when accessed via the BlackBerry Access Point (APN) within Australia. Vodafone's Fair Use Policy applies. Additional charges apply for some services such as video streaming (e.g. YouTube) and single file downloads over 3 MB. Included voice value cannot be used for data. BlackBerry® handsets are 2100Mhz devices, except for BlackBerry® Bold 9700 which is a 900Mhz device. In 3G 900Mhz areas, all devices except the Bold 9700 will experience GPRS coverage (slower speed).
- (e) In addition to these terms and conditions, Research In Motion's standard terms and conditions associated with the use of BlackBerry® from Vodafone, the BlackBerry® Internet Service, the BlackBerry® Built-In handheld and other associated products will also apply to your use of these products and services. BlackBerry®, RIM®, Research In Motion®, SureType®, SurePress™ and related trademarks, names and logos are the property of Research In Motion Limited and are registered and/or used in the U.S. and countries around the world. Used under license from Research In Motion Limited.
- (f) Unlimited BlackBerry® Email and Internet Browsing (BlackBerry® Internet Service (BIS)) can only be activated on BlackBerry® Built-In handhelds as authorised by Vodafone and Research in Motion. The BlackBerry® browser icon or any specific application loaded on your BlackBerry® at the time of purchase (excluding Compass) must be used to access the internet to ensure data usage is taken out of your Unlimited BlackBerry® Email and Internet Browsing Product's included data allowance.
- (g) Download of applications from BlackBerry® App World™ is included in your Unlimited BlackBerry® Email and Internet Browsing Product's included data allowance, but the price for any application purchased is not included, and will be charged to you as an additional amount.
- (h) Data usage by some services available on Vodafone networks, including some internet services, cannot be paid from your Unlimited BlackBerry® Email and Internet Browsing Product's included data allowance. Use of these services may incur an additional charge, at the rates specified in the "Not payable from included value" table below.
- (i) Data allowances can only be used in Australia, on Vodafone networks.

## 5. Vodafone Rates: What is payable from my Vodafone Cap Product's included value?

### Payable from cap included value

This table details all services that can be paid from your included value (unless stated otherwise), and the charge rate for those services. If a service's rate is stated to be "unlimited", you will not be charged any additional amount for use of that service.

If you ever exhaust your included value, you will be charged an additional amount for all additional services you use at the rates specified in this table.

Service	Vodafone Infinite Product	Vodafone Cap Product											
	Rate for Service	\$45	\$65	\$85	\$100	\$19	\$20	\$29	\$35	\$49	\$55	\$69	\$79
Standard National Voice calls (on Vodafone network, including calls to Vodafone and 3 mobile yts)	Unlimited					35c connection fee + 90c per 60 seconds	Unlimited						
Standard National Voice calls (other networks)	Unlimited					35c connection fee + 90c per 60 seconds							
National Video calls	Unlimited					35c connection fee + 1.5x Standard National Voice calls (other network) rate							
National and International TXT (for standard SMS of up to 160 characters)	Unlimited for standard personal TXT sent from within Australia to individuals. Excludes premium and re-routed TXT. Offer cannot be used for commercial purposes or for resale purposes.					28c per message				Unlimited for standard personal TXT sent from within Australia to individuals. Excludes premium and re-routed TXT. Offer cannot be used for commercial purposes or for resale purposes.			

Service	Vodafone Infinite Product	Vodafone Cap Product											
	Rate for Service	\$45	\$65	\$85	\$100	\$19	\$20	\$29	\$35	\$49	\$55	\$69	\$79
National and International PXT (text, pic, and audio)	Unlimited for standard personal PXT sent from within Australia to individuals. Excludes premium and re-routed PXT. Offer cannot be used for commercial purposes or for resale purposes.					50c per message				Unlimited for standard personal PXT sent from within Australia to individuals. Excludes premium and re-routed PXT. Offer cannot be used for commercial purposes or for resale purposes.			
National and International Video PXT	Unlimited for standard personal PXT sent from within Australia to individuals. Excludes premium and re-routed PXT. Offer cannot be used for commercial purposes or for resale purposes.					75c per message				Unlimited for standard personal PXT sent from within Australia to individuals. Excludes premium and re-routed PXT. Offer cannot be used for commercial purposes or for resale purposes.			
Calls to Customer Care	Unlimited					Unlimited							
Mobile Internet access to Facebook, MySpace, Twitter, FourSquare and LinkedIn	Unlimited					Not included – can be accessed via "Internet on Your Mobile", see "Not payable from included value" table							
Voice mail – Deposits	Unlimited					Unlimited							
Voice mail – Retrievals	35c connection fee + 25c per 30seconds				Unlimited	Unlimited 35c connection fee + 90c per 60 seconds							
Calls to 13 & 1300 numbers	35c connection fee + 25c per 30seconds				Unlimited	Unlimited 35c connection fee + 90c per 60 seconds							
Calls to 13 and 1800 numbers	35c connection fee + 25c per 30seconds				Unlimited	Unlimited 35c connection fee + 90c per 60 seconds							
Re-routed voice calls	40c connection fee + 60c per 30 seconds					35c connection fee + \$1.20 per 60 seconds							
Re-routed TXT or PXT	28c per message					28c per message							
Calls to National Directory Assist (1223)	\$1.10 connection fee + Standard National Voice call rate if you are through-connected					\$2.60 connection fee + Standard National Voice call rate if you are through-connected							
Calls to International Directory Assist (1225)	\$1.10 connection fee + applicable international voice call rate if you are through-connected					\$2.60 connection fee + applicable international voice call rate if you are through-connected							
International voice calls	See: Not payable from included value				28c connection fee + applicable country rate (vodafone.com.au for rates)	35c connection fee + applicable country rate (vodafone.com.au for rates)							
International voice calls	See: Not payable from included value				28c connection fee + 1.5 x applicable country voice call rate (vodafone.com.au for rates)	35c connection fee + 1.5 x applicable country voice call rate (vodafone.com.au for rates)							

Vodafone Cap Product								
	\$19	\$20	\$29	\$35	\$49	\$55	\$69	\$79
	Rate for Service							
	100MB included then 50c per MB	200MB included, then 50c per MB	200MB included, then 50c per MB	500MB included, then 50c per MB	1.5GB included, then 50c per MB	1GB included, then 50c per MB	2GB included, then 50c per MB	3GB included, then 50c per MB
				Unlimited Priority BS + 500MB included, then 50c per MB	Unlimited Priority BS + 1.5GB included, then 50c per MB	Unlimited Priority BS + 1GB included, then 50c per MB	Unlimited Priority BS + 2GB included, then 50c per MB	Unlimited Priority BS + 3GB included, then 50c per MB
	Included in Data inclusion, then 50c per MB							
	50c per MB							
	Varies depending on service							
	Varies depending on service							
	35c connection fee + 90c per 60 seconds							
	Price specified at time of purchase							
	See Payable from Included Value							
	See Payable from Included Value							
	5.5c for the first 10 seconds or 99c per message							
	All excluded services are deducted from your data allowance, and then charged at your additional data rate							

### Not payable from included value

This table details other services that you can purchase from or via Vodafone, but which cannot be paid for from your included value (unless stated otherwise). You will be charged an additional amount for these services at the rates specified in this table.

		Vodafone Infinite Product			
		\$45	\$65	\$85	\$100
Service		Rate for Service			
Mobile Data / Internet on Your Mobile* on Vodafone network *Additional rate applies if included data allowance is exhausted	With Data Allowance  With Unlimited BlackBerry BIS	1GB included then 25c per MB  N/A – can be purchased separately	2GB included, then 25c per MB  Unlimited BlackBerry BIS + 500MB included, then 25c per MB	3GB included, then 25c per MB  Unlimited BlackBerry BIS + 1.5GB included, then 25c per MB	4GB included, then 25c per MB  Unlimited BlackBerry BIS + 2GB included, then 25c per MB
Tethering		28c per MB			
Calls to National Directory Assist (1223)		50c per MB			
Premium SMS and MMS		Varies depending on service			
Premium Voice & Video Calls		Varies depending on service			
Applicable call rate for standard voice calls when roaming overseas on the Vodafone network Traveller proposition (note - this call rate is in addition to the applicable zone charge per minute applicable to the country you are roaming in at the time of making the call - for full roaming rates * charges (including Zone Charge) goto vodafone.com.au/roaming)		40c connection fee + 45c per 30 seconds			
Vodafone Central and STK content purchases and downloads		Price specified at time of purchase			
International Voice Calls		28c connection fee + applicable country rate (vodafone.com.au for rates)	See Payable from Included Value		
International Video Calls		28c connection fee + applicable country rate (vodafone.com.au for rates)	See Payable from Included Value		
Call Screen		55c for the first 10 seconds or 99c per message			
Excluded* internet and data services when using Vodafone Unlimited BlackBerry® Email & Internet Browsing * Excluded services include: Pocket Life, Vodafone Client purchases and downloads, YouTube and other video streaming, content purchases or downloads from any application not loaded by Vodafone or Research In Motion, Premium TXT and Chat, single downloads of 3MB or larger or any data usage by any application that does not use the BlackBerry® AccessPoint (WAP)		All excluded services are deducted from your data allowance, and then charged at your additional data rate			