

## What Terms and Conditions Apply to my Vodafone Plan Product for selected 3 Customers?

- (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).

### 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 eligible existing 3 customers only.
- (c) Unless otherwise stated, only one **Vodafone Plan** can be used per connection to the Vodafone network.
- (d) 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 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. If you have a *handset* which is U2100MHz or U2100/850MHz compatible but not U900MHz compatible you will experience 3G coverage in metro areas (3G Mobile Broadband Standard Coverage area and, if available for your handset, the 850 Mobile Broadband Coverage area) and 2G (2.5G GPRS or 2.75G Edge) in all other coverage areas. If you have a *modem* which is U2100MHz or U2100/850MHz compatible but not U900MHz compatible you will experience 3G coverage in metro areas (Vodafone 3G Mobile Broadband Standard Coverage area and, if available for your modem, the Vodafone 850 Mobile Broadband Coverage area) but no coverage at all in other areas of Australia (i.e. no coverage in Vodafone's 3G Mobile Broadband Regional Coverage area). Broadband speeds and high bandwidth applications, such as video streaming, video calling, Mobile TV and full track downloads, are only available in Vodafone's 3G Mobile Broadband Standard Coverage area; and, if you have a U850MHz compatible device, in Vodafone's 850 Mobile Broadband Coverage area; and, if you have a U900MHz compatible device, Vodafone's 3G Mobile Broadband Regional Coverage area (however speeds in Vodafone's 3G Mobile Broadband Regional Coverage area will be slower than when in Vodafone's 3G Mobile Broadband Standard Coverage area or, if available for your device, Vodafone's 850 Mobile Broadband Coverage area). You agree to refer to [www.vodafone.com.au/coverage](http://www.vodafone.com.au/coverage) for coverage details and [vodafone.com.au/devicefrequency](http://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.

### 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 *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) **Vodafone Plans** 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 included data (as appropriate), or you use a service that is not payable from your included value or included data (as appropriate), 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 and/or your included data (as appropriate) in the relevant month, that included value and/or included data (as appropriate) 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 Plan** 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 60 seconds for **Vodafone Plans**. Usage is rounded up to the end of the current block.
- (h) 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.

**Vodafone Plan Products**

This table specifies minimum monthly spend pricing and minimum contract term for Vodafone Plan Products:

Product – Minimum Monthly Spend	Total minimum cost Over 24 months	Early Exit Fee
\$29	\$696	\$29 x remaining months on contract
\$49	\$1176	\$49 x remaining months on contract
\$69	\$1656	\$69 x remaining months on contract
\$79	\$1896	\$79 x remaining months on contract

The following terms and conditions apply to you if you purchase a Vodafone Plan Product:

- (a) Unless your Product is the \$29 Plan, you will receive a data allowance or Unlimited BlackBerry® email (BlackBerry® Internet Service (BIS version)).
- (b) If you have chosen to include Unlimited BlackBerry® email with your Vodafone Plan Product, section 6 (d) – (i) below also applies to you.
- (c) You may change from one Vodafone Plan Product to another Vodafone Plan Product once per monthly billing period by calling Vodafone Customer Care, and agreeing to the terms of the new Vodafone Plan Product. Any credit or other benefits from your existing Plan will be forfeited, unless otherwise advised. If you are changing to a less expensive Vodafone Plan Product or to a month to month Product or to a prepay 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.
- (d) Any data allowance which is part of your included value is only available for use via your compatible handset. It is not available for use on a mobile broadband device.
- (e) Standard rates apply once your monthly data allowance has been exhausted. Additional data charges cannot be paid from your **Vodafone Plan** Product's included value.
- (f) Your data allowance can only be used in Australia, on Vodafone networks.
- (g) 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.

### 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 and Internet Browsing Packs Products:

Contract Term	Minimum Monthly Spend	Monthly Data Allowance	Total Minimum Cost	Early Exit Fee
24 months	\$10	Unlimited BlackBerry® Email and Internet Browsing	\$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 Plan Product. If your Vodafone Plan 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. Unlimited BlackBerry® Email and Internet Browsing Product's included data allowance.

(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. Slower speeds (2.5G GPRS or 2.75G Edge coverage) will be experienced in 3G 900Mhz areas for devices that do not have the 3G 900Mhz band support as well as 2G devices that have no 3G band support (3G 2100/850Mhz or 3G 2100/900Mhz). See [vodafone.com.au/devicefrequency](http://vodafone.com.au/devicefrequency) for details of devices and their frequencies. See [vodafone.com.au/coverage](http://vodafone.com.au/coverage) for coverage details. Service subject to device capabilities, network limitations & customer location.

(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 Plan

(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 Plan included value" table in section 10.

(i) Data allowances can only be used in Australia, on Vodafone networks.

## **Vodafone Rates: What is payable from my Vodafone Plan?**

### **Payable from Plan included value**

This table details all Products that can be paid from your included value (unless stated otherwise), and the charge rate for those Products. If a Product's price is "unlimited", you will not be charged for that Product. If you ever exhaust your included value, you will be charged an additional amount for all additional Products you use at the rates specified in this table.

Included Services in your Plan	Rate
Standard National Calls per minute	Vodafone Plan: 35c Connection fee + 90c per minute
Vodafone to Vodafone + 3 standard voice calls 24/7 within Australia	Vodafone Plan: Unlimited
Standard International Voice Calls	Vodafone Plan: See <a href="http://vodafone.com.au">vodafone.com.au</a> for rates
Standard National Video calls	Vodafone Plan: 35c call connection fee + 1.5 x standard call rate (\$1.35 per minute)
Standard International Video Calls	Vodafone Plan: 35c call connection fee + 1.5 x international voice call rate
Standard National & International TXT up to 160 characters	Vodafone Plan: 28c
Standard National & International PXT®	Vodafone Plan: 50c
Standard National & International Video PXT®	Vodafone Plan: 75c
13 and 18 Numbers	Vodafone Plan: 35c connection fee + 90c per minute
15 Numbers	Vodafone Plan: varies, depending on services called
Customer Care Calls	Vodafone Plan: Unlimited
Re-routed Calls	Vodafone Plan: 35c connection fee + \$1.20 per minute
Included Services in your Plan	Rate
Voicemail	Vodafone Plan: Retrieval: Standard Call Rate Free if you choose ring alert option Deposit: Free
Internet on your mobile	\$29 Vodafone Plan: \$5 per MB, billed per KB, minimum session of 15KB All other Vodafone Plans excluded: see "Not payable from Plan included value" table
BlackBerry® Email	\$49, \$69 and \$79 Plan: Unlimited BlackBerry® Email and Internet Browsing plus included MB allowance \$29 Plan excluded: see "Not payable from Plan included value" table
1223 Directory Assistance	Vodafone Plan: \$2.60 per call (+standard call rate if you are through-connected)

### Not payable from Plan included value

This table details other Products that you can purchase from Vodafone, 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.

Service you can purchase for an additional charge	Rate
BlackBerry® Email	Vodafone Plan: See <a href="http://vodafone.com.au">vodafone.com.au</a> for rates
Vodafone Central	Vodafone Plan: Price specified at time of purchase
123 Ask Us Anything	Vodafone Plan: \$1.30 connection fee + \$1.30 per 60 seconds

<p>Internet on your Mobile</p>	<p>Vodafone Plan (excluding \$29 Vodafone Plan): After monthly data allowance exhausted 25c per MB (in per KB increments, minimum session of 12KB)</p>
<p>Excluded internet and data services when using Vodafone Unlimited BlackBerry® Email and Internet Browsing</p>	<p>All Vodafone Unlimited BlackBerry® Email and Internet Browsing Packs Products and Vodafone Plan Products with Unlimited BlackBerry® Email: For all excluded services*, charged at the Internet on your mobile rate for your Vodafone Plan product. *Excluded service include: Pocket Life, Vodafone Central downloads, You Tube 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® Access Point (APN).</p>