

## **SUMMARY OF STANDARD AGREEMENT FOR VODAFONE TELECOMMUNICATIONS SERVICES**

### **IMPORTANT CUSTOMER INFORMATION: YOUR RIGHTS AND OBLIGATIONS**

This is a summary of the Standard Terms for Vodafone telecommunications services (**the Services**). The Standard Terms are Our Standard Form of Agreement for the Services. You can obtain a copy of the Standard Terms by phoning Customer Care on 1555 (from Your Vodafone Mobile Phone) or 1300 650 410 or at [vodafone.com.au](http://vodafone.com.au). The full terms and conditions of the Services are contained in the Standard Terms and in other documents referred to in the Standard Terms, such as the Plan Details, any application or agreement forms you sign, and any other terms or conditions to which You agree. Your agreement is binding on You.

Capitalised terms used in this summary that are not otherwise defined in this summary are defined in the Standard Terms.

### **What are the Services?**

The Services are the Mobile Service: a mobile telecommunications service delivered by Us to You for use in the Mobile Coverage Area and the NBN Service: a broadband internet service provided by Us to You over the National Broadband Network. The features of the Services are set out in the Standard Terms and elsewhere in Your agreement. The Services are not free from faults or interruptions, are subject to our coverage areas, and may only be used with a compatible device. If You Prepay for the Mobile Service, and your agreement with Us commenced before 1 August 2022, the service is provided by Vodafone Network Pty Limited. If You Postpay for the Mobile Service, and your agreement with Us commenced before 1 August 2022, the service is provided by Vodafone Pty Limited. If You Post Pay or Prepay for the

Mobile Service and your agreement with Us commenced on or after 1 August 2022, or if You use the NBN Service the service is provided by TPG Telecom Limited.

## **What are the Charges?**

The charges for using the Services (**Charges**) are set out in the Standard Terms and elsewhere in Your agreement. We may change some of the Charges from time to time. The Standard Terms set out what Charges We may change and how We will notify You of any changes. We will endeavour to incorporate all Charges that You have incurred in Your next bill or on a later bill. We will not bill You for charges that are older than 160 days unless We are permitted to do so by law.

## **What happens if You don't pay Your bills on time?**

If You do not pay Your bills on time, We will contact you to request payment. If We still do not receive payment, We may take action to suspend, limit or terminate Your Service. You will also be charged a late payment fee as set out in the Standard Terms. We will advise you of any on-going or additional Charges that will still apply whilst the Service is Restricted or Suspended. If the service is disconnected, the default leading to the disconnection may be disclosed to a Credit Reporting Agency and/or collection agency and/or debt buyer and may be added to Your credit file with a Credit Reporting Agency. Legal action may be taken to recover the unpaid debt. You must reimburse Us any reasonable costs that We incur in pursuing the payment of amounts You owe Us. Information on our Financial Hardship Policy can be found at [vodafone.com.au](http://vodafone.com.au) or by calling us.

## **How do You pay the Charges?**

### **• Vodafone Prepaid Customers**

When You purchase a Vodafone Prepaid Pack and phone Us on 1555 from Your mobile phone to register and

activate for the Service, We will create a personal Prepaid Account for You. As You use the Service, We will deduct credits from Your Prepaid Account to pay the Charges You incur. You can use the Service at all times that Your Prepaid Account has enough credits to be able to pay the Charges You have incurred. You may, at any time, recharge Your Prepaid Account in the ways set out in the Standard Terms or as otherwise detailed on our website from time to time, including by (i) purchasing and activating Recharge Vouchers (ii) using Your credit or debit card or other eligible payment method online or by calling 1555 and recharging with Your selected recharge amount from time to time; or (iii) registering and saving Your credit or debit card or other eligible payment method details online to opt in to Auto Recharge, so when Your current Recharge expires, Your nominated credit or debit card or other eligible payment method will be automatically debited on the same Plan and for the same amount as Your most recent Recharge.

**Any credit in Your Prepaid Account will expire at the end of the expiry period from the time You last recharged Your Prepaid Account. You may use the Service to receive calls and to call 000, 112 or Customer Service for a period of 90 days from activation if You do not recharge Your Prepaid Account, or a period of 120 days from the time You last recharged Your Prepaid Account even if, during that time, Your Prepaid Account Balance becomes zero. We may disconnect the Service if You fail to recharge Your Prepaid Account either within 90 days of activation, or for a period of 120 days. We may change expiry periods from time to time. The Standard Terms set out how We will notify You of any such changes.**

If You are a Prepaid Customer, We will not send You any paper usage charge records. The circumstances in which

we will provide these paper usage charge records on request from You are set out in the Standard Terms, and we may charge you a fee to provide such records. Any fee will be detailed in the Standard Terms. You can, however, obtain a copy of some of Your Usage charge records online at My Vodafone. You can also call 1555 from Your Mobile Phone to check your Prepaid Account Balance at any time. Please note that presentation of usage charge records may be adversely affected by equipment or conditions beyond Our control.

### **• Vodafone Postpaid Customers**

We will either: (i) send You a bill via email; or (ii) issue You with bills via “My Vodafone” which You can access at [www.vodafone.com.au](http://www.vodafone.com.au), as You elect in Your application form or instruct Us at any time. We will bill You once a month regardless of the total value of Your bill for the month. You will not be charged for bills, unless You require a Paper Bill copy (excluding disabled or disadvantaged customers). All bills issued via email or “My Vodafone” are free. Please note that presentation of bills may be adversely affected by equipment or conditions beyond Our control. Any applicable Charges are set out in the Standard Terms.

We will generate a due date for payment of Your bill. The due date will be at least 14 days after the date Your bill is sent to You by email or issued to You via My Vodafone. You must pay each bill in full by the due date nominated by Us on the bill. Your bill will indicate the ways in which You are able to pay. Direct Debit is the default billing option for all new Vodafone customers.

### **What are Your obligations?**

You must pay Us all the Charges (and taxes) incurred by using the Services, even if those Charges are incurred by someone else (with or without Your knowledge and/or consent).

You must not use the Services (and must not allow any other person to use the Services) for an improper or illegal purpose, or to send material which is indecent, defamatory, abusive, unsolicited and commercial in nature, illegal or deceptive. You must not resell the Services. Further detail on your obligations in relation to Your use of the Services is set out in the Standard Terms.

You must protect Your SIM and any other specified Approved Device (which remains our property at all times) and notify Us immediately if it is lost or stolen.

For receiving bills by email, You must provide Us with a valid email address and notify us of any changes to that email address.

### **What is the term of Your agreement and how can it be terminated?**

If You are a Prepaid Customer Your agreement starts when You activate Your Prepaid Account.

If You are a Postpaid Customer Your agreement starts when You apply for the Service, accept the terms and conditions set out in Your agreement and We accept your application. Your minimum Commitment Period commences when you are Connected.

Your agreement ends at the earlier of when:

- it is terminated by Us or by You in accordance with Your agreement; or
- if You are a Postpaid Customer, the expiry of Your Commitment Period (if applicable) and subsequent termination or disconnection by You; or
- if You are a Prepaid Customer, when You do not recharge within 120 days after You activated or last recharged Your Prepaid Account (whichever is the later) and We disconnect Your service.

We may immediately (and without first giving You notice) terminate Your agreement (or suspend a Service or any feature of it) in a number of cases, including: (i) if You fail to pay Us the Charges (after We have sent You a notice); (ii) You are otherwise in material breach which You fail to correct within 7 days after We request; and (iii) if We believe You are using a Service to commit unauthorised or unlawful activities.

You may terminate Your agreement at any time by giving Us notice. If You are a Postpaid Customer, termination of Your agreement will be effective once You pay Us all amounts You owe Us under Your agreement. **If You are a Postpaid Customer and Your agreement is terminated (either by You or by Us) during the Commitment Period of Your Plan, there will be consequences under your agreement including an obligation to pay Us an Early Termination Payment as specified in Your Plan.** However, you will have a right to end Your agreement during any Commitment Period without paying an Early Termination Payment if we seriously breach the agreement or if we make a variation to the terms of your agreement or the characteristics of the Services that has more than a minor detrimental impact on you.

**If You are a Prepaid Customer and Your agreement is terminated (either by You or by Us), any credit in Your Prepaid Account will be cancelled and not refunded, except in limited circumstances set out in the Standard Terms.**

Other circumstances in which you and we are entitled to terminate Your agreement, and the consequences of Your agreement ending, are set out in the Standard Terms.

## **Liability**

Our obligations to You relating to the Service are set out in Your agreement or in the laws referred to in the Standard Terms. The Australian Consumer Law sets out certain



guarantees that apply to the supply of goods and services by Us that cannot be excluded (for example, that goods are of acceptable quality and services must be provided with due care and skill). We are liable to You if We breach a guarantee (subject to any limitation of Our liability as permitted by law and set out in the Standard Terms). Our liability to You and Your liability to Us is set out in full in the Standard Terms.

## **Indemnity**

You indemnify Us (that is, We can make You pay for) loss or damage We suffer that is caused by Your breach of the Standard Terms, Your negligent or wilful acts or omissions or inappropriate use of the Services or the Vodafone Network by You, as detailed in the Standard Terms. This indemnity does not apply to any loss or damage that We have caused.

## **Privacy of Your personal information**

We and/or Our agents may collect personal information about You (**Your Personal Information**) for the primary purpose of providing You the Services. If You do not provide Personal Information to Us, We will not be able to provide You the Services. We may use Your Personal Information for purposes that are related to providing You the Services and which You would reasonably expect Us to use that information for (the **Purpose**).

If You request in writing, We will give You access to Your Personal Information and correct Your Personal Information that is inaccurate or incomplete. We may receive and disclose Your Personal Information to and from: (i) credit providers or credit reporting agencies for the purposes permitted under the Privacy Act; (ii) law enforcement agencies to assist in prevention of crime; or (iii) other telecommunications companies or financial institutions if We suspect or are seeking to prevent or

investigate fraud; or (iv) Our service/content providers, dealers/agents and related companies for the Purpose. We may also disclose Your Personal Information to other third parties if required by law or if disclosure is permitted under the Privacy Act or other legislation. More detail about the way we handle your personal information is in the Standard Terms and in our Privacy Policy which can be accessed on Our website at [vodafone.com.au](http://vodafone.com.au)

### **How may We vary Your agreement?**

If we vary Your agreement, the Standard Terms set out the circumstances in which we will give you notice of the variation and your rights of termination (if applicable). Please note that variations We may make include changes to the Charges, expiry periods and features of the Service including network infrastructure and coverage. The current version of the Standard Terms is available at [www.vodafone.com.au](http://www.vodafone.com.au). We suggest You refer to this periodically.

### **Notices**

We may send You notices to any email address, postal address or fax number You have provided us, and where We are permitted to do so in Your agreement, via TXT messages to Your Mobile Phone.

### **Enquiries and Complaints**

Information about the Service We provide can be found at [www.vodafone.com.au](http://www.vodafone.com.au). If You do not understand this summary, the Standard Terms or any other aspect of Your agreement please call: Customer Care on 1300 650 410; or the National Relay Service on 13 3677 for communications assistance; or the Translating and Interpreting Service on 131450 to ask for an interpreter to assist. Please contact our Customer Care if You would like a copy of this summary in an alternative format, for example, large print size.



Vodafone's Complaint Handling Policy is also available by calling Customer Care. Where You are dissatisfied with the outcome of a complaint that You have raised with Vodafone You may take the matter to the Telecommunications Industry Ombudsman (TIO), the Office of Fair Trading (OFT) in Your State/Territory, and/or, in the case of a privacy complaint, the office of the Federal Privacy Commissioner. The TIO deals with complaints that You have not been able to resolve with Us. The OFT can provide You with information on Your rights and assistance with resolving disputes with Us.