

Terms & Conditions: Vodafone Cap Plan and Vodafone Assured Plan

1. What Terms and Conditions Apply to my Vodafone Cap Red Month to Month Plan, my Vodafone Cap SIM Only 12 Month Plan and my Vodafone Assured SIM Only Month to Month Plan?

- (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:
 - a. All the terms and conditions provided to you when you agree to purchase a Product including the terms and conditions contained in this document, terms and conditions which are available online and which are identified as applying specifically to any element of your Plan and any terms and conditions that are contained in any application form you complete when purchasing a Product; and
 - b. 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. 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 plan for between 1 and 2 consecutive months once in any 12 month period. Suspension will take effect on the last day of the billing cycle in which you request the suspension. Only your plan access fees will be suspended – any Mobile Payment Plans, Accessory Payment Plans or Insurance repayments will continue as normal. You will be charged a fee for each month your contract is suspended. Your minimum contract term will be extended by the period of any suspension.
- (g) Vodafone's Fair Use Policy applies to any unreasonable use of Plan inclusions. This includes use of any "unlimited" or "infinite" offerings. See www.vodafone.com.au/aboutvodafone/legal/fairusepolicy
- (h) 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.
- (i) For more information, call Vodafone on 1300 650 410 or visit Vodafone.com.au

2. Important Things You Need to Know

2.1 Availability

- (a) The Products are for personal or small to medium business use only, and are not available to large business/corporate and commercial customers. Large business/corporate and commercial customers should contact Vodafone for information about Vodafone's business products.
- (b) The Products are for use within Vodafone Coverage Areas in Australia only. For the avoidance of doubt, if you sign up to one of the Products, you will not be able to use your Vodafone service at all overseas (even to receive calls). International Roaming is completely barred from the Products.
- (c) "Unlimited" or "Infinite" voice and text offerings in the Products are only for standard person-to-person national calls and standard TXT (excludes premium and special numbers) all when made within Australia. So to use these offerings all you have to do is make sure you'll be talking to another person, or using your fingers to TXT them. These offerings are not for you if you plan to do any of the following: multiple simultaneous calling, re-supply, call centre usage, telemarketing, bulk messaging, application-to-person communication, continuously call forwarding, auto-dialing, machine to machine communication (including by using your SIM in any other device), Cellular Trunking Units (CTUs), or any other activity which does not involve standard person-to-person national calls and standard TXT (Non-Standard Usage).
- (d) Vodafone reserves the right to determine other activities to be Non-Standard Usage, where such activities are of a commercial nature and/or do not involve standard person-to-person national calls or standard TXT that Vodafone considers to be non-standard usage.
- (e) The Products include a set amount of Included Data each month (for details, refer to Section 4 below titled "Vodafone Rates: What is Included in my Product's Plan Allowance"). Once your Included Data has been exhausted, access to mobile data will be cut off entirely until your next billing cycle. You will still be able to connect to Wi-Fi to access the internet but you will not be able to purchase or access any additional mobile data.
- (f) The Products are offered on a limited service basis. This means that aside from the services listed in Section 4 below titled "Vodafone Rates: What is Included in my Product's Plan Allowance", all other services are barred and cannot be accessed. If you require access to a full range of telecommunications services (including, for example, access to premium services, international calls or international roaming), then the Products are not suitable for your needs and should not be purchased by you.
- (g) The Products are available to credit approved customers only. Additionally, Vodafone Assured SIM Only Month to Month Plan Products are available by invitation only.
- (h) Vodafone Assured SIM Only Plan Products are offered on a single service basis only. If you purchase a Vodafone Assured SIM Only Plan Product, you will not be permitted to purchase any additional services with Vodafone.
- (i) Unless otherwise stated, only one Vodafone Product can be used per connection to the Vodafone network.

2.2 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) 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, network coverage and if you are roaming. Broadband Speeds not available in any 2G area. 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.
- (d) If from time to time we provide additional Services in Australia, where you may Roam on a network in a Non-Vodafone Coverage Area, we may also restrict the availability or the speeds of some Services, such as Data Services, in the Non-Vodafone Coverage Area. To see the Vodafone Coverage Areas covered by the Vodafone Network please go to <http://www.vodafone.com.au/network/coverage-checker>.
- (e) The Terms contain details regarding device compatibility, network capability and availability when using our Service.

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2.3 Sharing

- (a) The products are not Eligible Sharing Products. For the avoidance of doubt, the Included Data in the Products cannot be shared with any other services and vice versa, regardless of whether or not they are on the same account.

2.4 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. Doing so will compromise privacy across the entire range of Products connected to your account (for example, the itemised usage information (including calls, texts and data usage) of each product may become visible and accessible by all other users 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.

2.5 Data Services

- (a) For Products that provide data access capabilities, a data session:
 - i) **Starts** when you begin internet activity, either directly or indirectly* on your mobile device; and
 - ii) **Ends** when your data connection is lost. This will happen when:
 1. You turn your mobile device off;
 2. Turn data connection off;
 3. Switch to flight mode;
 4. When you lose network reception; or
 5. Your mobile device has not sent or received data for a period of time.

*Direct internet activity is when you prompt your mobile device to send or receive data from the internet. For example: when you send an email. Indirect internet activity is when your mobile device or mobile applications are set up to send or receive data from the internet on your behalf. Examples include (but are not limited to): Email notifications via Gmail, notification of Tweets or Facebook posts which mention you and software or weather updates.

- (b) The Products include a set amount of Included Data each month (for details, refer to Section 4 below titled "Vodafone Rates: What is Included in my Product's Plan Allowance"). Once your Included Data has been exhausted, access to mobile data will be cut off entirely until your next billing cycle. You will still be able to connect to Wi-Fi to access the internet but you will not be able to purchase or access any additional mobile data.
- (c) When using data services, some internet services, including web sites, applications and email, may not be accessible.
- (d) Subject to your rights under the Competition and Consumer Act 2010 or other relevant legislation (including, but not limited to, 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.
- (e) Unless otherwise stated, data usage is measured as the combination of both data you send (upload) and receive (download).

2.6 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) The Products feature a Plan Allowance which is made up of:
 - a. an Included Data allowance;
 - b. an "Infinite" allowance (which provides you with infinite access to some (but not all) services available from Vodafone – see Section 4 below for full details).
- (c) Once your Included Data has been exhausted, access to mobile data will be cut off entirely until your next billing cycle. You will still be able to connect to Wi-Fi to access the internet but you will not be able to purchase or access any additional mobile data.
- (d) All other services provided aside from those that are included in your Plan Allowance will be barred and you will not be able to access these services at all. For example, international calls and international roaming are barred – you cannot call an overseas destination or use your Vodafone service while roaming overseas. If you think you will ever need to access any services which are not included in your Plan Allowance (see full list under Section 4 titled "What services are barred on my Product?") then Vodafone Caps or the Vodafone Assured Plan are not suitable for you.
- (e) Unless otherwise stated, Section 4 below titled "Vodafone Rates: What is Included in my Product's Plan Allowance"? Specifies which services are or are not included with your included Plan Allowance excluded services that are barred. Each charge is rounded up to the nearest cent before GST is included.
- (f) Unless otherwise stated, rates specified for services are GST inclusive.
- (g) Unless otherwise stated, call usage is billed in blocks of 60 second increments. Usage is rounded up to the end of the current increment.
- (h) Unless otherwise stated, data usage is charged in per kilobyte blocks.
- (i) All rates and charges are subject to change. Vodafone will comply with relevant regulations and industry codes with respect to such changes.

2.7 Moving Plans

- (a) If your Product is a Vodafone Assured Plan, you are not permitted to change to any other Vodafone plan unless Vodafone determines, in its sole discretion, to approve your application.
- (b) If your Product is a Vodafone Cap Product, you may change from one Vodafone Cap Red Month to Month Plan Product to another Vodafone Cap Red Month to Month Plan Product or one Vodafone Cap SIM Only 12 Month Plan Product to another Vodafone Cap SIM Only 12 Month Plan Product once per monthly billing period by calling Vodafone Customer Care, and agreeing to the terms and conditions of the new Product.
- (c) Any credit or other benefits from your existing Product (including, but not limited to, any "Loyalty Discount" applied to your existing Product) will be forfeited, unless otherwise advised. If you are changing to a less expensive Vodafone Product (unless you are a Month to Month customer changing to a less expensive Product) or from a 12 Month Product to a Month to Month Product or from any Product to a prepay Product, fees, including an Early Exit Fee or a Plan Change Fee may apply.
- (d) Any product change will take effect from the start of your next monthly billing period. Contact Vodafone Customer Care for more information.

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2.8 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) If your Product is a Vodafone Cap Red Product, you may choose to purchase insurance for your handset. Charges for this will be applied to your bill.
- (c) Paperless billing is the default bill method for Vodafone customers.
- (d) 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.

2.9 Checking your usage

Check your call, TXT and data use at myvodafone.com.au or call us for free from your Vodafone Mobile on 1555 (when in Australia).

3. Terms for my Vodafone Cap Red Month to Month Plan, my Vodafone Cap SIM Only 12 Month Plan and my Vodafone Assured SIM Only Month to Month Plan?

3.1 Devices

- (a) In order to purchase a Vodafone Cap SIM Only 12 Month Plan Product or a Vodafone Assured SIM Only Month to Month Plan Product (together, **'SIM Only Plans'**), you must bring your own compatible mobile device or purchase one outright from us with cash or credit card in store or over the phone at the point of sale. You cannot purchase a device under a Mobile Payment Plan (MPP) on SIM Only Plans.
- (b) In order to purchase a Vodafone Cap Red Month to Month Plan you must simultaneously purchase a device of your choice from Vodafone under a MPP of 12, 24 or 36 months duration. You cannot bring your own device or purchase one outright from Vodafone and sign up to a Vodafone Cap Red Month to Month Plan – if you wish to do that, then you must sign up to a SIM Only plan (see section 3.1(a) above). Section 5 of the SFOA ("Terms and Conditions for Mobile Payment Plan and Accessories Payment Plan") sets out the applicable terms and conditions for your MPP. The following additional terms apply for Vodafone Cap Red Month to Month Plan customers (to the extent of any inconsistency between the two, the below terms shall prevail):
 - a. MPP is available for personal use only to approved customers who connect and remain connected to an active and eligible Vodafone Cap Red Month to Month Plan
 - b. The outright price of your chosen device (as set by Vodafone at the time of purchase) will be spread in equal installments over your chosen commitment period (12, 24 or 36 months). Once selected, this commitment period is fixed (unless you elect to pay your total remaining balance in full in one installment).
 - c. If during your MPP commitment period, you cancel your Vodafone Cap Red Month to Month Plan, your MPP will also be automatically cancelled and 100% of remaining MPP installments plus outstanding charges on your Vodafone Cap Red Month to Month Plan will be applied to your next bill.

3.2 General Terms

- (a) Any data allowance which is part of your Product is only available for use via your compatible handset. It is not available for use on a mobile broadband or tablet device.
- (b) If you purchase a Vodafone Product which is offered on a Month to Month contract term then:
 - a. The Minimum Monthly Spend is payable for each full monthly billing cycle in advance; and
 - b. Cancellation will take effect at the end of the month in which you tell us you want to cancel. You will be billed until the end of that month.
- (c) For Vodafone Cap Red Month to Month Plans, charges for your Product(s) are in addition to the minimum monthly spend applicable to your Mobile Payment Plan (see section 3(b) above for further details).
- (d) \$40 and \$50 Assured SIM Only Month to Month Plans are available to approved and eligible customers only through Care and Vodafone retail channels.
- (e) The below table specifies minimum monthly spend and minimum contract terms for the Products

Plan name	Minimum Monthly Spend	Total Minimum Cost	Must purchase a device on a 12, 24 or 36 Month MPP at time of purchase?	Early Exit Fee (EEF)
Vodafone Assured SIM Only - Month to Month Plans				
\$40 Assured SIM Only Month to Month Plan	\$40	\$40	No – MPP not available on this plan. Must BYO device or purchase one outright.	n/a
\$50 Assured SIM Only Month to Month Plan	\$50	\$50	No – MPP not available on this plan. Must BYO device or purchase one outright.	n/a
Vodafone Cap SIM Only - 12 Month Plans				
\$40 Cap SIM Only 12 Month Plan	\$40	\$480	No – MPP not available on this plan. Must BYO device or purchase one outright.	\$20 x remaining months on contract
\$50 Cap SIM Only 12 Month Plan	\$50	\$600	No – MPP not available on this plan. Must BYO device or purchase one outright.	\$25 x remaining months on contract
Vodafone Cap Red Month to Month				

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\$40 Cap Red Month to Month Plan	\$40 + monthly device repayment	\$40 + 100% of RRP of chosen device	YES (note – only MPP is available - outright purchase not available on this plan)	No EEF but if you cancel your Red Plan, 100% of any remaining MPP installments will be applied to your next bill.
\$50 Cap Red Month to Month Plan	\$50 + monthly device repayment	\$50 + 100% of RRP of chosen device	YES (note – only MPP is available - outright purchase not available on this plan)	No EEF but if you cancel your Red Plan, 100% of any remaining MPP installments will be applied to your next bill.

4. Vodafone Rates:

What is payable from my Vodafone Cap Red Month to Month Plan, my Vodafone Cap SIM Only 12 Month Plan and my Vodafone Assured SIM Only Month to Month Plan Product?

Included in your Plan Allowance

This table details all services that are included in your Product's Plan Product Allowance (unless stated otherwise).

VODAFONE CAP RED MONTH TO MONTH PLANS		
Cap Red Month to Month	\$40	\$50
Included Data	10GB	60GB
Standard National Voice calls (to Vodafone mobiles)	Unlimited	
Standard National Voice calls (to other mobile and fixed networks)	Unlimited	
Standard National Video calls	Unlimited	
Standard National Voice calls to 13, 15 and 18 numbers	Unlimited	
Standard National and International TXT (for standard TXT of up to 160 characters)	Unlimited	
Standard National re-routed voice calls (excluded calls that are re-routed by a third party and/or re-routed to an international destination or to a premium number or service)	Unlimited	
Voicemail – deposits within Australia	Unlimited	
Voicemail – Retrievals within Australia	Unlimited	

VODAFONE CAP SIM ONLY 12 MONTH PLANS		
Cap SIM Only 12 Month Plans	\$40	\$50
Included Data	7GB	60GB
Standard National Voice calls (to Vodafone mobiles)	Unlimited	
Standard National Voice calls (to other mobile and fixed networks)	Unlimited	
Standard National Video calls	Unlimited	
Standard National Voice calls to 13, 15 and 18 numbers	Unlimited	

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Standard National and International TXT (for standard TXT of up to 160 characters)	Unlimited
Standard National re-routed voice calls (excluded calls that are re-routed by a third party and/or re-routed to an international destination or to a premium number or service)	Unlimited
Voicemail – deposits within Australia	Unlimited
Voicemail – Retrievals within Australia	Unlimited

VODAFONE ASSURED SIM ONLY MONTH TO MONTH PLANS

Assured Sim Only Month to Month	\$40	\$50
Included Data within Australia	10GB	60GB
Standard National Voice calls (to Vodafone mobiles)	Unlimited	
Standard National Voice calls (to other mobile and fixed networks)	Unlimited	
Standard National Video calls	Unlimited	
Standard National Voice calls to 13, 15 and 18 numbers	Unlimited	
Standard National and International TXT (for standard TXT of up to 160 characters)	Unlimited	
Standard National re-routed voice calls (excluded calls that are re-routed by a third party and/or re-routed to an international destination or to a premium number or service)	Unlimited	
Voicemail – deposits within Australia	Unlimited	
Voicemail – Retrievals within Australia	Unlimited	

5. What services are not available on my Product?

On Vodafone Cap Red Month to Month Plan Products, Vodafone Cap SIM Only 12 Month Plan Products and Vodafone Assured SIM Only Month to Month Plan Products, any services not listed in the tables above under the heading "What is payable from my Vodafone Cap Red Month to Month Plan, my Vodafone Cap SIM Only 12 Month Plan and my Vodafone Assured SIM Only Month to Month Plan Product?" are not available **at all** on your Vodafone service – they are barred. For the avoidance of doubt, all of the following services are barred – if you think you will need to access any of these services while with Vodafone, then the Products are not suitable to you and should not be purchased by you.

VODAFONE CAP RED MONTH TO MONTH PLANS

Cap Red Month to Month	\$40	\$50
Standard International voice calls	BARRED – CANNOT BE ACCESSED	
Standard International Video Calls	BARRED – CANNOT BE ACCESSED	
Calls to Ask Anything (123)	BARRED – CANNOT BE ACCESSED	
Premium TXT and PXT	BARRED – CANNOT BE ACCESSED	
Premium voice and video Calls	BARRED – CANNOT BE ACCESSED	
Calls to National Directory Assist 1223	BARRED – CANNOT BE ACCESSED	

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Calls to International Directory Assist 1223	BARRED – CANNOT BE ACCESSED
International Roaming	BARRED – CANNOT BE ACCESSED (Service will not be operational overseas)
Pay with Vodafone (Carrier Billing)	BARRED – CANNOT BE ACCESSED
Any other service not listed above (and not otherwise included in your Plan Allowance)	BARRED – CANNOT BE ACCESSED

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VODAFONE CAP SIM ONLY 12 MONTH PLANS

Cap SIM Only 12 Month	\$40	\$50
Standard International voice calls	BARRED – CANNOT BE ACCESSED	
Standard International Video Calls	BARRED – CANNOT BE ACCESSED	
Calls to Ask Anything (123)	BARRED – CANNOT BE ACCESSED	
Premium TXT and PXT	BARRED – CANNOT BE ACCESSED	
Premium voice and video Calls	BARRED – CANNOT BE ACCESSED	
Calls to National Directory Assist 1223	BARRED – CANNOT BE ACCESSED	
Calls to International Directory Assist 1223	BARRED – CANNOT BE ACCESSED	
International Roaming	BARRED – CANNOT BE ACCESSED (Service will not be operational overseas)	
Pay with Vodafone (Carrier Billing)	BARRED – CANNOT BE ACCESSED	
Any other service not listed above (and not otherwise included in your Plan Allowance)	BARRED – CANNOT BE ACCESSED	

VODAFONE ASSURED SIM ONLY MONTH TO MONTH PLANS

Assured SIM Only Month to Month	\$40	\$50
Standard International voice calls	BARRED – CANNOT BE ACCESSED	
Standard International Video Calls	BARRED – CANNOT BE ACCESSED	
Calls to Ask Anything (123)	BARRED – CANNOT BE ACCESSED	
Premium TXT and PXT	BARRED – CANNOT BE ACCESSED	
Premium voice and video Calls	BARRED – CANNOT BE ACCESSED	
Calls to National Directory Assist 1223	BARRED – CANNOT BE ACCESSED	
Calls to International Directory Assist 1223	BARRED – CANNOT BE ACCESSED	
International Roaming	BARRED – CANNOT BE ACCESSED (Service will not be operational overseas)	
Pay with Vodafone (Carrier Billing)	BARRED – CANNOT BE ACCESSED	
Any other service not listed above (and not otherwise included in your Plan Allowance)	BARRED – CANNOT BE ACCESSED	