

## Standard Terms for the Supply of Services – Section 1&2

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### Sections 1 and 2 – Dictionary and General Terms

#### Introduction

These are Vodafone's Standard Terms for the supply of Mobile Services, NBN Services, Approved Devices or Accessories. These Standard Terms are our Standard Form of Agreement, which along with other terms You agree to, are binding on You and Us.

These Standard Terms are made up of the following sections:

- **Section 1 – Dictionary** – which sets out the words that have a special meaning in Your agreement;
- **Section 2 – General Terms** – which sets out the terms and conditions that apply to the Service;
  - – **Part A: Terms applicable to all Services**
  - – **Part B: Additional terms specific to Mobile Services**
  - – **Part C: Additional terms specific to NBN Services**
- **Section 3 – Description of Service Features and Charges** – which describes the Service and its features and sets out some of the applicable charges:
  - – **Part A: Mobile Service**
  - – **Part B: NBN Service**
  - – **Part C: Charges applicable to all Services**
- **Section 4 – Fair Use Policy** – which sets out the fair use policy that applies to Your use of the Service; and
- **Section 5 – Terms and Conditions for Mobile Payment Plan and Accessories Payment Plan** – which sets out the specific terms that apply when you purchase a Mobile Device or Accessory on a payment plan. Together all 5 sections of these Standard Terms set out the standard terms and conditions on which:
  - We will supply a Service, Approved Device or Accessory to You; and
  - You may use a Service provided by Us.

#### **Section 1 – Dictionary**

Some words used in these Standard Terms have a special meaning. These words are indicated by the use of a capital letter and their special meaning is set out below. When You see one of these words used in these Standard Terms they have the meaning set out below.

**ACMA** the Australian Communications and Media Authority

**Accessory** Vodafone approved accessories purchased by You under an Accessories Payment Plan set out in Section 5 of these Standard Terms

**Act** the Telecommunications Act 1997 (Cth)

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**Adapt or Adaptation** includes converting a video message into a series of still images, removing all or part of the Content or material or inserting a link into a portal based presentation of the Content or material

**Approved Device** a Mobile Phone, modem or other device on the list of devices published on [vodafone.com.au](http://vodafone.com.au) as approved devices to be used with a Service. We may amend this list by adding or withdrawing devices

**Auto Recharge** You may choose for your Prepaid Account to be automatically Recharged from a registered credit card. This service is called "Auto Recharge" (previously known as "Auto Pay")

**Carriage Service Provider** has the meaning given in the Act

**Carrier** has the meaning given in the Act

**Charges** the amounts we charge for a Service and other fees applicable to your account

**Commitment Period** if applicable, the minimum fixed contract term or commitment period of a Postpaid Plan as set out in its Plan Details, but excludes a Month to Month commitment period. Commitment Period is sometimes referred to as 'Contract Term', 'Minimum Contract Term' or 'Plan Term'

**Confidential Information** all confidential information about the Service, Us, Our related entities, Our suppliers, the Vodafone Network, or You, which is or has been disclosed under or in connection with Your agreement or learnt in the performance of Your agreement, other than any of that information which:

- was publicly known at the time it was disclosed (except if that happened because of a breach of Your agreement); or
- You or We came to know about other than in connection with Your agreement

**Connected** when Your Service becomes active. For NBN Services, this is when service is operational on the National Broadband Network

**Consequential Loss** any loss which is: indirect, consequential, incidental or special; a loss of revenue; a loss of profits; a loss of anticipated savings; a loss of goodwill; a loss of data; or any loss in connection with a claim of third party

**Content** any data, information, images, graphics, video, audio application or service which may be received or accessed using the Service

**Content Provider** any party (including a third party) who supplies Content

**Customer Authorisation Form** a form authorising Your Mobile Number to be ported to Us from another mobile telecommunications provider or from Us to another mobile telecommunications provider

**Customer Care** Our customer service operations

**Data Services** data services provided as part of the Mobile Service described in Your Plan Details.

**Dictionary** Section 1 of these Standard Terms which sets out the words that have a special meaning

**Disconnect or Disconnected** disconnect or disconnected from a Service

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**Early Exit Fee** the payment or fee We will charge You, based on the Plan you are on at the time of disconnection, if, subject to the terms of Your agreement, You or We terminate Your agreement with Us prior to expiration of Your Commitment Period

**Early Termination Payment** the Early Exit Fee and any outstanding mobile phone or device payments We may charge You, if You do not connect or remain connected to Your selected Postpaid Plan for Your Commitment Period.

**Fair Use Policy** the Fair Use Policy is the terms and conditions set out in Section 4 of these Standard Terms

**Flagfall** means the amount charged by Us for initiating a voice or video call, also known as a connection fee, and which is charged in addition to the amount charged by Us for the duration of the voice or video call

**Force Majeure Event** an event or cause beyond the reasonable control of the party claiming force majeure. It includes each of the following to the extent it is beyond the reasonable control of that party:

- act of God, flood, earthquake or explosion, cyclone, tidal wave, landslide or other natural disaster;
- act of public enemy, war (declared or undeclared), terrorism or threat or terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic; and
- a failure or refusal by our suppliers to grant us any access that we require to provide the Services

**Gigabyte (GB)** is 1024 Megabytes.

**Insolvent**

- if You are a natural person – You are declared bankrupt; or
- if You are a company – a receiver, liquidator, provisional liquidator or administrator is appointed to You, You enter into an arrangement with Your creditors or a class of Your creditors, You become unable to pay Your debts when they are due, or You are wound up

**International Calls** include calls to and from Your Mobile Phone to any telephone number connected to any public telecommunications network outside of Australia

**International Roaming** using Your Mobile Service outside of Australia when connected to a network operated by other suppliers with whom We have arrangements to allow You to use the Service on those networks

**Kilobyte (KB)** is 1024 bytes

**Megabyte (MB)** is 1024 Kilobytes

**Minimum Monthly Spend** if applicable to Your Plan, the minimum monthly spend set out in the Plan Details. This can also be referred to as a monthly access fee, monthly plan fee or minimum monthly charge

**Mobile Coverage Area** the Vodafone Coverage Area and the Non-Vodafone Coverage Area for Mobile Services as it may change from time to time

**Mobile Number** any number that We issue to You

**Mobile Phone** a mobile phone or other device (such as a tablet, wifi hotspot or USB modem) which uses a SIM and which is an Approved Device and can be used to access Our Mobile Service

**Mobile Service** the mobile telecommunications service provided by Us to You for use in the Mobile Coverage Area

**Month to Month** a way of connecting to Vodafone to use the Service where You are a Postpaid Customer and you have a month-to-month contract or plan with Us

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**My Vodafone** the mobile application or website at [myvodafone.com.au](http://myvodafone.com.au), where You can access your information and account

**National Roaming** using the Service in those parts of Australia which are not in a Vodafone Coverage Area and in which there are networks operated by other suppliers with whom We have arrangements to allow You to use the Service on those networks

**NBN** NBN Co Limited (ABN 86 136 533 741) and its Related Bodies Corporate, officers, personnel, agents, contractors and sub-contractors

**NBN Service** a broadband internet service provided by Us to You over the National Broadband Network

**Network Services Application Form (NSA)** a form used to apply for Services, usually for Postpaid Customers

**Non-Vodafone Coverage Area** those coverage areas for the Mobile Service in:

- Australia, which are not the Vodafone Coverage Area; and
- the rest of the world,

where there are networks operated by other suppliers with whom We have arrangements to allow You to use the those networks

**Numbering Plan** the numbering plan made by the ACMA under the Act

**Paperless Billing** the provision of Your bill in electronic format setting out the Charges

**Paper Bill** a paper copy of Your bill setting out the Charges

**Pay-As-You-Go (PAYG)** the pay-as-you-go rates for Data Services set out in Your Plan Details or if not set out in Your Plan Details, the pay-as-you-go rates for Data Services set out on Our website [vodafone.com.au](http://vodafone.com.au) or available by contacting Customer Care

**Plan** a Postpaid Plan or a Prepaid Plan

**Plan Change Fee** the payment or fee We may charge You if You change between Postpaid Plans or from a Postpaid Plan to a Prepaid Plan

**Plan Details** the particular terms and conditions of a Plan, including (as applicable) the charges, included and excluded services, the Commitment Period, Early Termination Payments and any other Plan-specific terms, which are available by visiting Our website at [vodafone.com.au](http://vodafone.com.au) or by contacting Customer Care. The terms and conditions of a Plan may be varied by Us from time to time in accordance with these Standard Terms

**Port** to transfer Your mobile phone number from one service provider to another service provider. 'Ported' and 'Porting' have corresponding meanings

**Post Pay** where you pay in advance or in arrears (depending on the Charges) on a monthly basis for Your use of the Service

**Postpaid Customer** You, at all times that you have selected a Postpaid Plan for the use of the Service

**Postpaid Plan** where you Post Pay for the Service and which is described as a postpaid plan, postpaid product or a similar expression in its Plan Details. A postpaid plan includes plans or products described as Month to Month plans or products

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**Premium Services** Premium Services are services that supply content or provide for payment of services or other exchanges of information or transactions via a portal or data connection from a Mobile Phone, at a rate that is higher than the rate otherwise charged under Your agreement for the type of call made, TXT or PXTTM sent or received. Premium services may involve making voice calls, sending a TXT or PXTTM, or accessing a content portal. Examples of Premium Services include (but are not limited to) dialling numbers beginning with '19', TXT voting, TXT competitions, live sport updates, chat services and purchasing ring tones

**Premium TXT** see the definition of Premium Services

**Prepaid** where you pay in advance for Your use of the Service by using your Prepaid Account. 'Prepay' has a corresponding meaning

**Prepaid Account** an account We create which shows the amount of credits You have for a Prepaid Service

**Prepaid Account Balance** the balance of credits in Your Prepaid Account from time to time

**Prepaid Customer** You, at all times that You have selected a Prepaid Plan for the use of the Service

**Prepaid Pack** a package of goods which includes a SIM, a summary of these Standard Terms, a user guide and may include a mobile phone and other goods to enable you to Connect to the Service

**Prepaid Plan** where you Prepay for the Service and which is described as a prepaid plan, prepaid product or a similar expression in its Plan Details

**Privacy Policy** Our policy regarding access, collection, use and disclosure of personal information which can be found on Our website at [vodafone.com.au](http://vodafone.com.au)

**Recharge** crediting a Prepaid Account with an amount of credit from time to time. 'Recharged' and 'Recharging' have corresponding meanings

**Recharge Voucher** a voucher which, when activated, credits Your Prepaid Account with the amount specified on the voucher

**Related Body Corporate** has the meaning given to that term in the Corporations Act 2001 (Cth). 'Related Bodies Corporate' has a corresponding meaning

**Restricted Content** Content that would or could be pre-assessed as MA 15+ or R 18+ in accordance with the Office of Film and Literature Classification Guidelines

**Rights of Use** your right, subject to the provisions of any industry code, the Numbering Plan and the Act, to enjoy the beneficial use of an issued number, and includes the ability to authorise a Port of the number (where portability exists)

**Roam or Roaming** using the Mobile Service in a Non-Vodafone Coverage Area

**Service(s)** the Mobile Service and/or the NBN Service

**SIM** the Subscriber Identity Module in an Approved Device, that may be in the form of a smart card, and is allocated a unique number, stores information

**SIM Replacement Fee** the SIM Replacement Fee set out in Section 3 of these Standard Terms

**Special Numbers** numbers that are 011, 0103, 1225 and 1245, '13' numbers, '15' numbers, '18' numbers, '19' numbers, and if You have appropriate equipment, maritime and satellite services. See Section 3 of these Standard Terms for more detail

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**Special Services** the features of the Mobile Service described in Section 3 of these Standard Terms

**Standard Calls** include:

- **calls to and from Your Mobile Phone to any other mobile phone connected to any public mobile telecommunications network in Australia and any fixed line phone connected to any public fixed line telecommunications network in Australia; and**

- **if specified in the Plan Details of Your Plan, International Calls,**

**but exclude, without limitation, calls to Special Numbers, calls to access Special Services or Value Added Services, video calls, and national and international calls made when you Roam outside of Australia**

**Standard PXT<sup>TM</sup>** includes sending digital photo messages to, and receiving from, any digital photo messaging capable mobile phone connected to any compatible public mobile telecommunications network in Australia and any compatible public mobile telecommunications network overseas, or email address, if you have video messaging compatibility. This excludes Premium Services. PXTs are also known as MMS

**Standard TXT** includes sending TXT messages from Your Mobile Phone to any other mobile phone connected to a public mobile telecommunications network in Australia and any mobile phone connected to selected mobile telecommunications networks overseas. Standard TXT excludes, without limitation, TXT delivery status reports and Premium Services

A Standard TXT consists of up to a maximum of 160 standard characters. Non- standard characters such as emoticons may use more characters (dependant on Your Mobile Phone) and may mean that your TXT message is equivalent to 2 or more Standard TXTs. Also, some mobile phones may convert TXT messages longer than 1 Standard TXT into a Standard PXT message (also known as MMS). If this happens you will be billed for a Standard PXT message. Check with the manufacturer of Your Mobile Phone or Approved Device for further details on this functionality.

TXT are also known as SMS

Note that in Australia, TXT to the satellite is not available

**Standard Video Calls** include video calls you make to, and receive from, any video calling capable mobile phone connected to any compatible public mobile telecommunications network in Australia and any compatible public mobile telecommunications network overseas, if you have video calling compatibility

**Standard Video PXT<sup>TM</sup>** includes sending audio visual (video) messages to, and receive from, any video messaging capable mobile phone connected to any compatible public mobile telecommunications network in Australia and any compatible public mobile telecommunications network overseas, or email address, if you have video messaging compatibility. This excludes Premium Services.

**Unbilled Charges Balance** the total Charges which You have incurred in using the Service for which We have not yet billed You

**Vodafone Coverage Area** the geographic area within Australia where the Vodafone Network provides coverage for Mobile Services as varied from time to time, refer to [vodafone.com.au/coverage](http://vodafone.com.au/coverage) for the most up to date coverage maps

**Vodafone Network** the telecommunications networks and other systems owned or operated by Vodafone Hutchison Australia Pty Limited (ABN 76 096 304 620) or any Related Body Corporate of Vodafone Hutchison Australia Pty Limited and used to provide Services

**Voicemail** the Special Service described in Section 3 of these Standard Terms

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**You and Your )** a person who is Connected and either Post Pays or Pre Pays

**Your Plan )** the Plan applicable to You, being the Plan which you selected:

- when filling out Your Network Services Application Form (NSA) or other application;
- by subsequently requesting a Plan change or connection to an additional Plan which We Approve; %
- when activating Your Prepaid Account; or %
- when Recharging Your Prepaid Account %

**Your SIM** any SIM that We provide You (in a Prepaid Pack or otherwise) which, when used with an Approved Device, enables You to use the Service

### **Section 2 – General Terms** **Part A- Terms Applicable to all Services**

This section sets out the general terms and conditions that apply to customers in respect of all Services.

#### **1. YOUR AGREEMENT**

(a) Your agreement with Us is made up of the following:

- i. % these Standard Terms;
- ii. % the Plan Details for Your Plan;
- iii. % if You are a Postpaid Customer, the terms and conditions contained in any application or agreement forms You agree to;
- iv. % if You are a Prepaid Customer, the terms and conditions provided to you before or at the time You activate Your Prepaid Pack or first use an activated Prepaid Account; %
- v. % if You elect to use any optional or additional services, the terms and conditions on the Our website at [vodafone.com.au](http://vodafone.com.au) applicable to those services; and
- vi. % any other terms or conditions to which You agree from time to time.

(b) Terms defined in these Standard Terms have the same meaning when used elsewhere in Your agreement unless the context requires otherwise.

#### **2. VARIATIONS**

(a) The terms of Your agreement (including these Standard Terms), a Plan and any characteristics or features of the Services may be modified, added to or withdrawn by Vodafone at any time (Variations). The latest versions of

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these Standard Terms and Plan Details containing any Variations to the previous versions will be made available at [vodafone.com.au](http://vodafone.com.au) and will apply to You from the date of the Variation.

(b) If you Post Pay, a Variation in relation to Charges will not take effect until Your next billing period after the date of its implementation.

(c) Where a Variation of these Standard Terms could be reasonably expected to adversely affect You, We will give You reasonable notice of this Variation having regard to the nature of the Variation, the means by which the notice is to be provided, the length of time before the Variation is to occur and any other matter that is reasonably relevant

(d) If You Post Pay and are within Your Commitment Period, We will give you at least 21 days' notice of any Variation that would cause more than a minor detriment to you and offer you the right to terminate Your agreement within 42 days of the date of our notice to you without incurring any fees or charges, including any applicable Early Termination Payments, other than:

- i. Service usage or network access charges (incurred up to the date on which the agreement ends); and
- ii. any other outstanding amounts that cover Mobile Payment Plan, Accessories Payment Plan, installation costs or equipment (where such equipment can be used in connection with services provided by other suppliers).

(e) If You Post Pay and are within Your Commitment Period and You demonstrate to Us that a Variation has had more than a minor detrimental impact on You, We must offer You the right to terminate Your agreement without incurring any fees or charges, including any applicable Early Termination Payments, other than:

- i. % Service usage or network access charges (incurred up to the date on which the agreement ends); and
- ii. % any other outstanding amounts that cover Mobile Payment Plan, Accessories Payment Plan, installation costs or equipment (where such equipment can be used in connection with services provided by other suppliers).

(f) If You Post Pay and are within Your Commitment Period We will not modify the following terms without Your consent:

- i. % the length of Your Commitment Period;
- ii. % Your Minimum Monthly Spend; or
- iii. % the method of calculating the Early Termination Payment.

(g) If You Pre Pay and You have terminated Your agreement because You reasonably consider that a Variation We have made under this Clause 2 has caused more than a minor detrimental impact on You, and the Variation will take effect before the date on which existing credit in Your Prepaid Account will expire, You may request Us to refund the fair value of any unused credit in Your Prepaid Account. We will provide such a refund in circumstances where it would be unreasonable for Us not to do so, having regard to the length of time between the notice being provided to You under clause 2(c) and the Variation taking effect, the amount and the expiry date of unused credit in Your Prepaid Account, and such other circumstances that We reasonably consider relevant.

### 3. CHANGING POSTPAID PLANS

(a) You may switch between the same selected Postpaid Plans with a higher Minimum Monthly Spend (and the same Commitment Period) or different Postpaid Plans with a higher Minimum Monthly Spend (and the same Commitment Period) during Your Commitment Period without incurring an Early Exit Fee or Plan Change Fee and without changing Your Commitment Period. Contact Customer Care for details.

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(b) If You wish to switch between the same selected Postpaid Plans with a lower Minimum Monthly Spend or different Postpaid Plans with a lower Minimum Monthly Spend during Your Commitment Period, a Plan Change Fee multiplied by the number of months remaining on Your Commitment Period may be payable for Mobile Services. Contact Customer Care for details.

(c) If You wish to switch to a Prepaid Plan or a Month to Month offer during Your Commitment Period, an Early Exit Fee is payable. Depending on Your Postpaid Plan, You may also be required to pay any outstanding Mobile Phone or device payments. Contact Customer Care for details.

(d) You can ask Us to change or terminate Your Postpaid Plan by calling 1555. You may only request to switch Postpaid Plans once per billing period. If You do this, You must comply with the terms and conditions of Your new Postpaid Plan (including any applicable Early Exit Fee and/or any outstanding mobile phone or device payments). Any such change must be requested at least 1 day prior to Your next billing period and will take effect from the start of Your next monthly billing period.

(e) When switching from a Postpaid Plan to another Postpaid Plan or when terminating a Postpaid Plan, any unused credit is forfeited immediately.

### 4. THE SERVICE

#### 4.1 Equipment and Access

(a) Unless otherwise agreed with Us in writing, You may only access the Service with Approved Devices and SIMs approved by Us. You must be Connected to access the Service.

(b) You agree that Your ability to use a Service and each of its features will depend on the features and functionality of Your Approved Device. Not all Approved Devices have the features and functionality that are required to use all features of the Service.

(c) We will not be responsible for any harm You suffer from a virus or other manipulating program which infiltrates Your Approved Device whether it was transmitted via the Service or otherwise and You remain responsible for all Charges for the Use of the Service activated by such virus or program.

#### 4.2 Service Availability

We will use reasonable care and skill in providing the Service. However, given the nature of the Service (including our Services' reliance on systems and services that We do not own or control), We cannot promise that the Service is free from faults or interruptions and that the Service (and each of its features) will not be subject to congestion, "drop-outs" and/or loss of data.

#### 4.3 Content and material

(a) While We will exercise due care and skill in providing the Service, You agree that Your ability to use the Service to:

- i. access, use, download and upload Content; or
- ii. send material,

will depend upon the features and functionality of Your device and the nature and quality of the Content being accessed or material sent.

(b) You acknowledge and agree that if Your agreement with Us includes the supply of any Content:

- i. % We may acquire the Content from Content Providers and We do not give You any assurance or comfort about the currency, availability, accuracy, security or quality of the Content provided by Content Providers;

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- ii. % We do not provide any security (such as encryption) over any Content You access or material You send, other than as specified in Your agreement;
- iii. % We are not obliged to check the Content for accuracy or any other purpose, or monitor Your access to Content provided by third parties or usage of the Service except where required by applicable laws and regulations, although We may do so;
- iv. % some Content (including, without limitation, Prepaid Account Balances) may not be current due to delays by third parties in giving Us such Content or the information which is needed to compile such Content; and
- v. % We may not provide you with access to certain Content where that Content is Restricted Content and You have not first verified that you are 18 years of age or over in a manner acceptable to us or where that Content does not otherwise meet Our standards in relation Content.

(c) You agree that We may need to substantially Adapt the visual and/or audio impression of, or underlying code of any:

- i. % Content, the format of which is not compatible with Your Mobile Phone, in order to deliver it (or a part of it) to Your Mobile Phone; or
- ii. % material You send, the format of which is not compatible with the mobile phone or other receiving device of the person to whom You are sending the material, in order to deliver it (or a part of it) to the mobile phone or other receiving device of the person to whom You are sending the material, and You consent to Us making any such Adaptation necessary for the purpose of delivery and to any temporary copying undertaken in the process of delivery.

(d) You agree that You:

- i. % are responsible for any reliance on or use of the Content You receive and for any material You send;
- ii. % should make Your own enquiries before You do anything on the basis of the Content; and
- iii. % may find some Content offensive, obscene or disturbing.

(e) You acknowledge and agree that if Your agreement with Us includes the supply of any Content to a Mobile Service:

- i. % We may have implemented digital rights management (DRM) software to assist in the protection of the valuable intellectual property rights of Us or our Content Providers and to ensure that the Content is not copied, published, re-distributed, re-communicated or commercially exploited in an unauthorised manner, and each item of Content which is subject to DRM protection will be provided to you with a key which is known as a "Rights Object" which enables You to access the Content from Your Mobile Phone and which locks the Content to Your Mobile Phone;
- ii. % if Your Mobile Phone is damaged or lost or Your Mobile Phone is stolen, we may be unable to resend the Content and the Rights Object to you again due to the restrictions placed on the provision of this Content to You by the Content Providers. If Your Mobile Phone is damaged, lost or stolen and You wish to continue to access the Content You may need to purchase the Content again; and
- iii. % if you cannot access this Content using Your Mobile Phone because the purchase was unsuccessful or because the Rights Object was not received by Your Mobile Phone, you should contact Customer Care and We will re-send the Content and/or the Rights Object to Your Mobile Phone.

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### 5. VODAFONE'S OBLIGATIONS

#### 5.1 To provide the Service

We agree to supply You the Service on the terms and conditions set out in Your agreement and otherwise comply with the terms of your Agreement.

### 6. YOUR OBLIGATIONS

#### 6.1 Comply with the terms of Your agreement

You agree to comply with the terms of your Agreement including the terms in this clause 6.

#### 6.2 Payment obligations

(a) You must pay Us all the Charges which You incur by using the Service, and all applicable government taxes and charges.

(b) You agree that all Charges incurred by using the Service via Your SIM are Your responsibility, irrespective of whether the Service is used by:

- i. % You; or
- ii. % another person (with or without Your knowledge and/or consent).

(Refer to clause 12.2 of this Part A, Section 2 of the Standard Terms regarding requesting a suspension if Your SIM has been lost or stolen.)

#### 6.3 Obligations regarding use of the Service

(a) You must, and must ensure that any other person who uses the Service We supply to you:

- i. % only use the Service in accordance with Your agreement or otherwise in a manner approved by Us;
- ii. % comply with all laws, regulations and guidelines concerning use of the Service;
- iii. % co-operate with Us and give Us any information We may require from You from time to time in relation to the Service;
- iv. % follow Our reasonable instructions regarding the use of the Service; and
- v. % notify Us as soon as You become aware of any claim You may have against Us in relation to the Service.

(b) You must not use, and must not allow any other person to use, the Service:

- i. % for any purpose that is improper, immoral or fraudulent;
- ii. % to contravene any applicable laws, regulations, or industry codes, standards, content requirements or statements;
- iii. % to infringe any person's intellectual property rights;
- iv. % to restrict or interfere with any other person's use of the Service or the Vodafone Network;

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- v. % in a way that impacts or is likely to impact the security or integrity of the Vodafone Network or the security of Us or any other person, for example by:
  - (A). overloading, or otherwise flooding a system or network;
  - (B). probing, scanning or testing the vulnerability of a system or network;
  - (C). distributing malicious software, including viruses, worms, trojans and other malware; or
  - (D). breaching security, encryption or authentication measures;
- vi. % to resell, distribute or reproduce any part of the Service or to wholesale supply of the Service in any manner;
- vii. % to operate a contact centre or telemarketing business;
- viii. % to use a SIM box, gateway device or other similar device with the Service;
- ix. % with a device that re-routes or switches calls to or from the Vodafone Network to another carrier's network or which could keep a line open for hours;
- x. % for the purpose of transiting, refiling or aggregating domestic or international traffic, on the Vodafone Network;
- xi. % with a Cellular Trunking Unit (CTUs);
- xii. % in a way that creates a risk to the health or safety of any person;
- xiii. % in a way which harasses or abuses another person or violates their privacy (including, by sending unreasonable amounts of unsolicited or unwanted material);
- xiv. % or the Vodafone Network without charge, when a charge is normally payable;
- xv. % to exploit the Service in a manner contrary to our offers, after receiving 48 hours notice from Us; to use call diversion lines or message forwarding/transformation services as part of the Mobile Services after receiving 48 hours notice from Us;
- xvi. % to use calling line identification or information derived from calling line identification as part of the Mobile Services except in accordance with the Act; or

(c) Where We state that a particular Plan is not to be used for commercial purposes, You must only use the Plan for Your own personal use.

### 6.4 Obligations regarding material

(a) You must not, and must not allow any other person to use the Service (or any of its features) to send, receive, access or make available material which:

- i. % is indecent, obscene, pornographic, offensive, racist, menacing, illegal or confidential;
- ii. % defames another person; or
- iii. % is misleading and/or deceptive as to Your identity,

and You agree that We reserve the right to refuse to forward any such material at any time and shall have no liability in doing so.

(b) You agree that it is Your responsibility to ensure that any third parties who hold copyright or any other intellectual property rights in any material being sent by You or any other person using our Service have consented to the material being sent and any adaptation which may result from it.

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### 6.5 Obligations regarding Content

You must:

- (a) comply with any rules imposed by a Content Provider whose Content You access using the Service;
- (b) only use the Content for personal and non-commercial purposes, and not otherwise copy, publish, re-distribute, re-communicate or commercially exploit the Content in any form or by any method (unless the Content Provider specifically consents); and
- (c) not provide access to Restricted Content to any person who has not first verified that they are 18 years of age or over in a manner reasonably acceptable to Us.

### 6.6 Obligations regarding Your SIM

You must:

- (a) keep Your SIM safe and in good condition;
- (b) not sell, distribute or reproduce Your SIM;
- (c) return Your SIM to Us immediately if We ask You to or when Your agreement terminates, provided that if Your agreement has not terminated We provide You with a replacement SIM; and
- (d) notify Us immediately if Your SIM is lost, stolen or damaged.

### 6.7 Obligations regarding email address

Subject to clause 9.2 of this Part A, Section 2 of the Standard Terms, You must provide Us with a valid email address to communicate with you and to send your bills to, and You must notify Us of any changes to that email address.

### 6.8 Obligations regarding Your Account Password

- (a) We use Your Account Password to identify You when You request access to Your account to make changes to Your Service or to receive other information relating to Your account. We will not grant access to You, or to Your authorised representative, if Your Account Password is not correctly quoted, unless You contact the Customer Contact Centre and are able to identify Yourself to our reasonable satisfaction.
- (b) You must keep Your Account Password confidential at all times and stored in a safe place and You must not disclose Your Account Password to any person unless You consent to them being authorised to make changes to, and manage, Your account and Service with us as Your authorised representative. You will be bound by any directions given to Us by anyone who is able to quote Your Account Password in relation to Your Service.
- (c) We reserve the right to decline access to Your account if we consider the person quoting the Account Password is not You or someone authorised by You to have access, or make further enquiries if Your Account Password is quoted, but we have no obligation to do so.
- (d) Where there is more than one connection on your account, You agree to advise all users of the account that by using the applicable Service, they consent to Vodafone disclosing any information it holds about the user's connection, including call records, site history and usage information, to any person who quotes the Account Password.

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### **7. CHANGING FEATURES OF THE SERVICE**

The Service has a number of different features including the features set out in Section 3 of these Standard Terms. You agree that, subject to clause 2 in Part A, Section 2 of these Standard Terms

We can modify or replace one or more of the features of the Service or provide additional features to those set out in Section 3 of these Standard Terms. We may, for example:

- (a) deliver access and content via proxy servers and caches;
- (b) manage the Vodafone Network and your Service (if any) in any Non-Vodafone Coverage Area to prioritise internet traffic of certain types or users over others;
- (c) manage the speed or bandwidth available to certain types of data, such as when Roaming or for peer to peer traffic; or
- (d) block or filter specific internet ports.

### **8. HOW MUCH WILL YOU BE CHARGED FOR THE SERVICE?**

#### **8.1 Charges for Use of the Service**

We will charge You the Charges for the Service which are set out in the Plan Details for Your Plan and in Section 3 of these Standard Terms. We will also charge You:

- (a) the miscellaneous charges set out in Section 3 of these Standard Terms (where applicable);
- (b) any other charges for Your use of any optional or additional features of the Service, which are notified to You or made available to You before You use the feature of the Service.

The Charges include GST but do not include any other government taxes, which You may also be required to pay. For example, taxes in relation to any insurance taken out by You.

#### **8.2 Types of Charges**

The types of Charges include:

- (a) a Minimum Monthly Spend which, unless otherwise specified in Your Plan, We will charge You monthly in advance;
- (b) charges for Your use of each feature of the Service which, unless otherwise specified in Your Plan, We will charge You in arrears; and
- (c) miscellaneous charges which We will charge You in arrears (for example, reverse calling charges, insurance charges associated with an Approved Device, or charges for Paper Bills (unless you are a disabled or disadvantaged customer)). Go to Section 3 of these Standard Terms for details.

#### **8.3 Inclusions in Minimum Monthly Spend**

Unless otherwise stated in your Plan Details, if, in any month, You have not used Your Plan inclusions as set out in Your Plan Details, the balance of the monthly inclusions will be forfeited and not be carried forward to the following month.

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### 8.4 Rounding

If You Post Pay, each Charge on Your bill is rounded up to the nearest cent before GST is included. As a result You agree that the Charges that appear on Your Bill may vary slightly from the per second rate set out in Your Plan Details and in Section 3 of these Standard Terms.

If You are a Prepaid Customer, actual charges are rounded up to the nearest cent inclusive of GST.

### 8.5 Special Promotions

Vodafone may run special promotions from time to time in connection with the Service under which particular Charges may be waived or reduced from those set out in Section 3 of these Standard Terms or in Your Plan Details. You may be eligible to participate in a special promotion or offer depending on its terms and conditions which You may view at [vodafone.com.au](http://vodafone.com.au).

## 9. HOW DO YOU PAY FOR THE SERVICE IF YOU ARE A POSTPAID CUSTOMER?

### 9.1 How will You be charged if You are a Postpaid Customer?

(a) Subject to paragraph (e) below, when You choose any Postpaid Plan (including Month to Month Plans) You will be allocated to a bill cycle on or about the time You Connect. When you choose a combined service, such as a voice and data plan, or add a new Service to Your existing Vodafone account, you will receive one bill and remain on Your existing billing cycle.

(b) Your Minimum Monthly Spend is payable for each full monthly billing period in advance and is non-refundable unless the Service is suspended for a significant period of time, You terminate Your agreement under clause 2 in Part A, Section 2 of these Standard Terms, You terminate Your agreement because we are in serious breach of it, or We terminate Your agreement under clause 12.5 in Part A, Section 2 of these Standard Terms.

(c) Additional charges are billed at the end of each monthly billing period in arrears.

(d) Once allocated to a bill cycle, **You may receive a first bill within 1 to 7 days to cover that period.** As You will not have commenced Your first full billing period, unless the terms of Your particular Plan states otherwise, Your Minimum Monthly Spend, fees for associated services and any credit awarded will be calculated on a pro rata basis. Any unused credit awarded will be forfeited after this time. Your first bill will also contain Your Minimum Monthly Spend for the next full monthly billing period and any charges for any additional or excluded services You use or make during that initial period, or any charges for features or devices of a Service. Once you commence your full monthly billing period, the one month credit expiry period will apply.

(e) We will endeavour to incorporate all Charges that You have incurred in Your next bill. However, sometimes Charges that You have incurred will appear on a later bill. We will not bill You for Charges that are older than 160 days from the date You incurred the Charge unless We are permitted to do so by a relevant industry code.

(f) The value that is awarded with Your chosen Plan will appear on Your bill as a credit. Actual charges may vary on Your statement as each charge is rounded up to the nearest cent before GST is applied.

(g) Vodafone Hutchison Australia Pty Limited may receive and collect money and issue tax invoices for and on behalf of any of Us.

### 9.2 How will We bill You?

Unless You are a disabled or disadvantaged customer, we will issue You with electronic bills via My Vodafone. We do not provide paper bills free of charge except in special circumstances (excluding disabled and disadvantaged customers). See Section 3 of these Standard Terms for details of the Charge for a paper bill.

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### 9.3 Will We charge You for bills?

(a) Vodafone will not charge You for Paperless Billing. Vodafone does not provide paper bills free of charge except in special circumstances (excluding disabled and disadvantaged customers). See Section 3 of these Standard Terms for details of the Charge for a paper bill.

(b) You may access Your bills via My Vodafone which is a free service.

### 9.4 How often will We bill You?

You will be billed once a month regardless of the total value of Your bill for the month.

### 9.5 How can You pay Your bills?

(a) Subject to clause 9.5(b), Your bill will indicate the ways in which You are able to pay the bill. Direct Debit may be the default billing option.

(b) If You are setting up a new Vodafone account, You will be required to set up a Direct Debit (from your credit card or bank account).

### Direct Debit drawing arrangements

(d) Your Direct Debit payment will be processed on a monthly basis. The payment due from You will always be for the balance set out on your bill unless a credit adjustment or payment has been made on your account after the bill has been issued and before your direct debit is taken. Your payment will always be processed on a business day in Sydney, Australia.

(e) We reserve the right to cancel Your Direct Debit payment under the following circumstances:

- i. We believe a transaction is fraudulent.
- ii. Your Direct Debit payment is rejected due to incorrect bank account details.
- iii. Your Credit Card has expired.
- iv. Your payment is declined 1 or more times.

### Your rights

(g) You may terminate or suspend your Direct Debit by contacting Us at least 2 business days before Your payment due date, or by contacting Your financial institution at least 5 business days before Your payment due date. It is Your responsibility to arrange with Us a suitable alternate payment method if You wish to terminate or suspend your Direct Debit. Additional charges may apply. See Section 3 of these Standard Terms.

(h) Where You believe a payment has been initiated incorrectly by Us, You may take the matter up directly with Us, or lodge a Direct Debit claim with Your nominated financial institution.

### Your responsibilities

(i) It is Your responsibility to ensure funds are available in the nominated account to meet a payment to Us on its due date.

(j) It is Your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the financial institution where Your account is based.

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(k) It is Your responsibility to advise Us if the account nominated by You for your Direct Debit payment is transferred or closed.

For further details, please see the Vodafone Direct Debit Service Agreement found at [vodafone.com.au](http://vodafone.com.au).

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

(a) 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 Section 3 of these Standard Terms. We will advise You of any on-going or additional Charges that will still apply whilst the Service is Restricted or Suspended.

(b) 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.

(c) In addition, if You do not pay Your bills on time this may impact Your ability to receive any future Services from Us.

(d) Information on Our Financial Hardship Policy can be found at [vodafone.com.au](http://vodafone.com.au) or by calling Us.

### 9.7 Unusually high Charges

If you incur unusually high Charges for Your use of the Service, we may (but are not obliged to) contact you to determine why this has occurred and to ensure that Your Approved Device has not been lost or stolen or is not otherwise being used fraudulently. In these circumstances, we may require you to make an interim payment so you can continue to use the Service. To do this, we do not have to send you a bill. We may demand payment in writing, over the phone or by sending a TXT to you.

## 10. HOW DO PREPAID CUSTOMERS PAY FOR THE SERVICE? (INCLUDING AUTO RECHARGE)

### 10.1 Becoming a Prepaid Customer

Whenever You become a Prepaid Customer by:

- i. % purchasing or being provided with a Prepaid Pack and either phoning Us on 1555 from Your Mobile Phone or accessing Our website [vodafone.com.au](http://vodafone.com.au) to register/activate; or
- ii. switching from a Post Paid Plan to a Prepaid Plan,

We will create a personal Prepaid Account for You.

### 10.2 Use of credits in Your Prepaid Account

(a) As You use the Service, We will deduct credits from Your Prepaid Account to pay the Charges which You incur.

(b) You can use the Service at all times that Your Prepaid Account has enough credits to be able to pay the Charges You incur. If, during a call or when you are using a Service, Your Prepaid Account Balance reduces to zero, We may terminate the call, or cease providing the Service without first telling You.

(c) Credits cannot be transferred between different Prepaid Accounts.

### 10.3 How do You Recharge Your Prepaid Account?

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(a) You may Recharge Your Prepaid Account at any time by:

- i. % purchasing and activating a Recharge Voucher from time to time. Recharge Vouchers may be purchased from participating outlets. Each time You activate a Recharge Voucher, We will credit Your Prepaid Account with the credit and inclusions that are included in your Recharge Product on the date you activate the Recharge Voucher;
- ii. % registering Your credit card online or by calling 1555 and Recharging with Your selected recharge amount from time to time;
- iii. % Recharging automatically through Auto Recharge, so when Your Prepaid Account drops below a preset amount determined by You, Your credit card will be automatically debited with Your selected recharge amount. If Your Prepaid Account balance is still above Your preset amount when Your credit expires, Your credit card will be debited with Your selected recharge amount on the next working day. You can set up Auto Recharge by registering Your credit card details online or by calling 1555; or
- iv. % Recharging automatically through Auto Recharge, so on the same day each month, Your credit card will be automatically debited with Your selected recharge amount. You can set up Auto Recharge by registering Your credit card details online or by calling 1555.

(b) International credit cards not linked with the global Cirrus, Maestro, Visa and American Express networks may not be acceptable.

(c) You can change between these payment methods at the end of each Recharge period. If You are on Auto Recharge You will need to give Us a day's notice so We can apply the change to Your next Recharge.

### **10.4 Expiry of credit in Your Prepaid Account**

Any credit in Your Prepaid Account will expire at the end of the applicable expiry period from the time You last Recharged your Prepaid Account.

### **10.5 Can You still use the Service when Your Prepaid Account Balance is zero?**

(a) You may use the Mobile 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 395 days from the time You last Recharged Your Prepaid Account even if, during that time, Your Prepaid Account Balance becomes zero.

(b) We may disconnect the Service if You fail to Recharge Your Prepaid Account either within 90 days of activation, or for a period of 395 days.

### **10.6 No bills while You are a Prepaid Customer**

(a) You agree that We will not send You any bills or usage charge records in respect of Charges You incur while You are a Prepaid Customer.

(b) You can however obtain Your usage charge records for the preceding 60 days through My Vodafone. You can also call 1555 for free from Your Mobile Phone to check Your Prepaid Account Balance at any time.

(c) If You provide a formal or informal request for Us to provide You with paper usage records and We agree to provide those paper usage records, We may charge You Our reasonable costs to provide such records. We will inform You of the amount of Our reasonable costs and how they have been calculated before we charge You for those costs.

## **11. TERM OF YOUR AGREEMENT, SUSPENSION AND EARLY TERMINATION PAYMENTS**

### **11.1 Term – when Your agreement starts and ends for customers who Post Pay**

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(a) For customers who Post Pay, subject to clauses 11.1(b), 11.1(c) and 11.1(d) below, Your agreement starts when You apply for the Service, accept the terms and conditions set out in Your agreement and We accept your application, and ends at the earlier of:

- i. % termination by You or Us in accordance with Your agreement (refer to clause 12 in Part A, Section 2 of these Standard Terms); or
- ii. % the expiry of Your Commitment Period (if applicable) and subsequent termination or disconnection by you.

(b) For the avoidance of doubt Your minimum Commitment Period commences when you are Connected. Your agreement with Us does not terminate on expiry of Your Commitment Period. When your Commitment Period expires and unless you instruct Us otherwise, You will remain on Your selected Plan on a month-to-month basis and all terms and conditions of Your agreement will apply but no Early Termination Payment is payable if you terminate or Disconnect.

(c) If you are an existing Postpaid Customer and You switch to another Postpaid Plan, Your agreement with Us starts on the date You connect to that Postpaid Plan or when You accept verbally or in writing the terms and conditions set out in Your agreement, but Your Plan change and Commitment Period will not commence until Your next billing period and all prior credit is forfeited.

(d) If You are an existing Prepaid Customer and You switch to a Postpaid Plan, Your agreement with Us starts on the date You accept verbally or in writing the terms and conditions set out in Your agreement, but Your Commitment Period and Your Plan change starts on the date you Connect to that Postpaid Plan and all prior credit is forfeited.

### **11.2 Term – when Your agreement starts and ends for Prepaid Customers**

If You are a Prepaid Customer, Your agreement starts when You activate Your Prepaid Pack or first use an activated Prepaid Account and ends when:

- i. % it is terminated by either You or Us in accordance with Your agreement (refer to clause 12 in Part A, Section 2 of these Standard Terms); or
- ii. % You do not Recharge within 395 days after You last Recharged Your Prepaid Account and We Disconnect Your Service.

### **11.3 Suspension of Your Commitment Period – Postpaid Customers within their Commitment Period (Mobile Services)**

(a) You may suspend the Commitment Period of an applicable Mobile Services Postpaid Plan for between 1 to 3 months by calling Customer Care.

(b) Suspension of the Commitment Period of Your Mobile Services Plan is available only once during Your Commitment Period.

(c) You will be charged an amount for each month that Your Commitment Period is suspended based on the Mobile Services Postpaid Plan that You are Connected to at the time and the period of the suspension will be added to Your overall Commitment Period. Contact Customer Care to find out how much You will be charged each month to suspend Your selected Mobile Services Postpaid Plan.

### **11.4 Early Termination Payment for termination during Your Commitment Period**

(a) Subject to clauses 2 and 3 in Part A, Section 2 of these Standard Terms, You agree that, if Your agreement is terminated during Your Commitment Period by either:

- i. % You, except where We are in serious breach of Your agreement; or

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- ii. % Us, except where We terminate Your agreement because we unable to supply the Service to You because of a Force Majeure Event or because a Supplier has terminated, suspended or deactivated an agreement with Us as set out in clause 12.4(b), or in the circumstances set out in clause 12.4(d),

(b) We will charge You, as single amounts for such termination, and You must pay Us, the applicable Early Termination Payment based on the Postpaid Plan You are on at the time of termination. Payment of the applicable Early Termination Payment is in addition to any call costs which have been incurred prior to the termination date.

(c) If You terminate Your agreement under clause 2 in Part A, Section 2 of these Standard Terms or You terminate Your agreement because we are in serious breach of it, we will not charge You an Early Termination Payment.

## **12. SUSPENSION OF THE SERVICE AND TERMINATION OF YOUR AGREEMENT**

### **12.1 Termination for failure to Recharge a Prepaid Account**

We may terminate Your agreement if You are a Prepaid Customer and You fail to Recharge Your Prepaid Account within 395 days after You last Recharged Your Prepaid Account (only applicable at times that You are a Prepaid Customer).

### **12.2 Suspension for loss of Your SIM**

We will promptly suspend the Service if You or someone on Your behalf tells Us that Your SIM has been lost or stolen. However, You will be responsible for all Charges incurred by the use of the Service via Your SIM up to the time You or someone on Your behalf notifies Us that Your SIM has been lost or stolen.

### **12.3 Suspension for unusually high Charges**

We may suspend or limit the Service at any time without informing You if in Our opinion the amount of Charges incurred is unusually high, having regard to matters including:

- i. % Your previous daily Charges;
- ii. % Your unbilled Charges total; and
- iii. % any unusual calling use patterns.

We do this to protect You against any fraud or attempted fraud and to protect Us against unacceptably high credit risk.

### **12.4 Immediate suspension, limitation and termination**

(a) Although We will try to give You as much notice as is reasonably practicable, We may, in the circumstances set out in clauses 12.4(b), (c) and (d) below immediately (and without notice) either:

- i. % suspend or limit the Service (or any feature of it) for any period We think is reasonably necessary; or
- ii. % terminate Your agreement.

(b) Circumstances where We can suspend or limit the Service or terminate Your agreement are:

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- i. % if You have breached an important term of your agreement or a number of less important terms which together amounts to a serious breach, and where the breach can be rectified, you have failed to rectify the breach within 7 days of Us requesting You to do so (whether or not we have suspended or limited the Service);
- ii. % if You have breached any of the provisions of clause 6.3(b) and 6.3(c) in Part A, Section 2 of these Standard Terms;
- iii. % if You fail to pay Us the Charges, provided that We will not terminate Your agreement for failure to pay Us the Charges unless We have first sent You a notice warning You of this consequence and You do not pay Us the Charges within the reasonable period specified in the notice;
- iv. % if You fail to pay an outstanding debt to one of Our Related Bodies Corporate, provided that We will not terminate the agreement for failure to pay such a debt unless We have first sent You a notice warning You of this consequence and You do not pay the debt within the reasonable period specified in the notice;
- v. % if You access the Service with a mobile phone or device other than an Approved Device (without Our agreement in writing) or with a SIM that We have not approved;
- vi. % if You Port Your Mobile Number for Mobile Services from the Vodafone Network to the network of another carrier in which case:
  - (A). We must comply with Our obligations under the Act and the Numbering Plan in relation to mobile number portability; and
  - (B). You will be responsible for any costs incurred by Porting Your Mobile Number;
- vii. % if You do not use Your Service for more than 12 calendar months;
- viii. % if You die or become Insolvent or subject to a winding up order or similar insolvency event and we reasonably believe we are unlikely to receive payments for amounts you owe to us;
- ix. % if We have reasonable grounds to believe that your communications or physical interaction with our staff, Customer Care or any of our authorised dealers or sales agents have been menacing, threatening, amount to harassment or have otherwise been of an unacceptable nature;
- x. % where You have represented at the time of application that, not being an Australian citizen, you hold a current visa of no less than 12 months duration and we subsequently learn that you no longer hold a current visa or are holding a visa of less than 12 months duration;
- xi. % if We cannot supply the Service to You because of a Force Majeure Event;
- xii. % if We are unable to supply the Service to You because a supplier has terminated its agreement with us or a supplier has suspended or deactivated, or required us to suspend or deactivate, Your Service and we cannot provide the Service to You by using an alternative supplier; or
- xiii. % if You are a partnership, the partnership ceases.

(c) We can suspend or limit the Service or terminate Your agreement if We reasonably believe that:

- i. % the use of the Service (or any feature of it) by You or any other person is or might damage, impair or interfere with the Vodafone Network or any of Our other systems or equipment;
- ii. % the Service (or any feature of it) is being used to commit unauthorised, criminal or unlawful activities;
- iii. % the Service (or any feature of it) is being used by You or another person in a manner which is unreasonable, excessive or fraudulent. The Fair Use Policy set out in Section 4 of these Standard Terms sets out what constitutes excessive and unreasonable use;
- iv. % You have engaged in fraudulent activities in relation to the Service (or any feature of it); or

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v. % You are, or are operating as, a Carriage Service Provider or Carrier.

(d) We can suspend or limit the Service or terminate Your agreement if:

- i. % We are required to do so by a regulatory authority such as ACMA; or
- ii. % We are required to do so by the law, or a law enforcement agency.

(e) We can suspend or limit the Service:

- i. % if a threat or risk exists to the security of the Service or the integrity of the Vodafone Network; or
- ii. % the provision of the Service may cause death, personal injury or damage to property.

(f) We can limit the Service for a reasonable period for maintenance, repair or similar operational reasons.

(g) Subject to clause 12.4(h), We can suspend the Service for a reasonable period for maintenance, repair or similar operational reasons.

(h) Nothing in clause 12.4(g) excludes or limits any right You may have to a pro-rata refund of relevant Charges for the period the Service is suspended, unless the Service is only suspended for an insignificant period.

### **12.5 Suspension, limitation and termination with notice**

Unless you are a Postpaid Customer within Your Commitment Period, We may by giving You reasonable notice (in any event at least 30 days' notice):

- i. suspend or limit the Service (or any feature of it) for such period as We determine is reasonably necessary; or
- ii. terminate Your agreement.

### **12.6 Your right to terminate Your agreement**

You may terminate Your agreement by telling Us at any time that You wish to do so. Termination of Your agreement will become effective:

- i. % if You are a Postpaid Customer - once You have paid to Us all amounts which You owe Us under Your agreement, including any Early Termination Payments under clause 12.4 In Part A, Section 2 of these Standard Terms. We will charge You for all Charges You incur (including the Minimum Monthly Spend) up to the date of Disconnection from the Service in addition to any Early Termination Payment; and
- ii. % if You are a Prepaid Customer - immediately upon You notifying Us that You wish to terminate Your agreement.

### **12.7 Cancellation of unused Services**

We may, by giving You reasonable notice (in any event at least 21 days' notice), cancel one or more of Your Services if You are a Postpaid Customer and You do not use the relevant Service for 12 or more calendar months. Non-use of the relevant Service will arise where You do not use Your Service or make any payments on Your account to Us for a period of 12 or more calendar months. If, during the 21 day notice period, You provide Us with confirmation that You wish to continue with the Service, Your Service will not be cancelled.

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### 13. CONSEQUENCES OF SUSPENSION OR LIMITATION

If We suspend or limit the Service (or any feature of it), You will be barred from using the Service (or the feature of it which We suspend/limit) until We unbar the Service (or the feature of it which We have suspended/limited).

### 14. CONSEQUENCES OF TERMINATION

On termination of Your agreement:

(a) We will:

- i. % stop providing You the Service and You will be Disconnected; and
- ii. % if you are a Postpaid Customer, send You a final bill for all accrued and outstanding Charges;

(b) You will no longer have the right to use the Service;

(c) If you have a Mobile Service, You will no longer have the right to use Your Mobile Number, unless You have Ported the Mobile Number to another Carrier; and

(d) If You are a Prepaid Customer, any remaining credit in Your Prepaid Account will be cancelled so that it will not be redeemable for cash (except where You terminate Your agreement because we are in serious breach of it, We terminate Your agreement under clause 12.5 in Part A, Section 2 of these Standard Terms or where we are required to refund the remaining credit in Your Prepaid Account in clause 2(g) in Part A, Section 2 of these Standard Terms).

### 15. OBLIGATIONS ON TERMINATION

#### 15.1 Your obligations on termination

If Your agreement is terminated, you must:

- i. % pay all amounts which You owe Us under Your agreement by the due date nominated by Us (whether on Our final bill or otherwise); and
- ii. % return to Us property to which We have a right, whether under Your agreement or under the general law. We may require You to pay Us a SIM Replacement Fee if on termination of Your agreement Your SIM is lost, damaged or has been stolen.

#### 15.2 Our obligations on termination

If Your agreement is terminated, we must:

- i. % refund to You any monies (other than any credit in a Prepaid Account) We hold on Your behalf after You have paid Us all the amounts which You owe Us under Your agreement;
- ii. % if You are a Postpaid Customer and You have terminated Your agreement under clause 2 in Part A, Section 2 of these Standard Terms, You have terminated Your agreement because we are in serious breach of it, or We have terminated Your agreement under clause 12.5 in Part A,

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Section 2 of these Standard Terms, we will also refund a pro-rata portion of any Minimum Monthly Spend paid in advance;

- iii. if you are a Prepaid Customer and You have terminated Your agreement because we are in serious breach of it or We have terminated Your agreement under clause 12.5 in Part A, Section 2 of these Standard Terms, on receiving a request from You, We will refund the fair value of any unused credit in Your Prepaid Account; and
- iv. if the total amount to be refunded is \$5 or less, We will not refund that amount to You unless You ask Us to do so.

### 16. PERSONAL INFORMATION

#### 16.1 Collection, Use and Disclosure

(a) This clause 16 contains some key terms related to how we handle personal information but Our Privacy Policy, which can be found at [vodafone.com.au](http://vodafone.com.au), contains all of the required disclosures. To the extent that there is an inconsistency between this clause 16 and Our Privacy Policy, Our Privacy Policy prevails. By providing personal information to Us and obtaining the Service, You acknowledge and consent to the collection, use and disclosure of Your personal information as set out in this clause 16 and Our Privacy Policy.

(b) We and/or Our agents and service providers may collect, use and disclose personal information about You for the primary purpose of providing You the Service and as further specified in Our Privacy Policy. If You do not provide personal information to Us, We will not be able to provide the Service to You.

(c) We may use personal information about You for purposes that are related to providing You with the Service and which You would reasonably expect Us to use that information for.

- i. % Contacting you with messages about changes to our products or services.
- ii. % Generating bills, managing your account, and carrying out debt-recovery.
- iii. % Processing orders or applications to become a customer.
- iv. % Verifying your identity.
- v. % Carrying out credit checks and credit reporting.
- vi. % Dealing with questions, complaints and other customer care activities.
- vii. % Development of our products and services.
- viii. % Contacting you about our products and services and those offered under other brands that our group owns. This may include marketing these products to you.
- ix. % Protecting our network and managing the data use, volume of calls, TXTs and other uses of our network. For example, we identify peak periods of use so our network can better handle the volume at those times.
- x. % Conducting internal investigations in relation to crime and fraud prevention, detection, recovery or prosecution.

(d) You agree that We may receive and disclose personal information or documents about you including to:

- i. % Credit providers or credit reporting agencies for the purposes permitted under the Privacy Act and credit reporting legislation.

## Standard Terms for the Supply of Services – Section 1&2

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- ii. % Our device manufacturers and repairers.
- iii. % Our providers of marketing, research, call centre and telemarketing services.
- iv. % Debt collection agencies and other parties that assist Us with debt-recovery functions.
- v. % Law enforcement bodies to assist in their functions, courts of law or as otherwise required or authorised by law.
- vi. % Regulatory or government bodies to resolve customer complaints or disputes both internally and externally. Or to comply with any investigation by one of those bodies.
- vii. % Other companies for the purposes of dealing with unwelcome calls and number portability issues.
- viii. % Our service and Content Providers, dealers and agents, or Our Related Bodies Corporate for purposes that are related to providing You with a telecommunications service and which You would reasonably expect Us to use that information for,

whether or not the recipients of the personal information are in or outside Australia as specified in our Privacy Policy.

(e) Despite s18(1) of the Spam Act 2003, You agree and acknowledge that any electronic message We send You will not contain an unsubscribe facility. You can, at any time, opt-out of receiving marketing material by contacting Customer Care. You also agree and acknowledge that even if you opt-out, We will still need to send You essential information about Your Vodafone account, changes to the Service or other information which is legally required.

(f) If Your agreement with Us terminates or expires or if You opt-out of receiving marketing material, We will remove You from Our electronic message marketing distribution list. You agree and acknowledge that this removal may take up to 5 business days to take effect and You may continue to receive electronic messages from Us for up to 5 business days after the date of Your request to be removed from the distribution list or the date of termination or expiry of Your agreement with Us.

### 16.2 Access and Correction

(a) If You request (in writing), We will:

- i. % provide You with access to personal information We have about You; or
- ii. % correct personal information about You that is inaccurate, incomplete or out of date,

in accordance with Our Privacy Policy and the Privacy Act.

### 16.3 Acknowledgment

You acknowledge and agree that any calls You make to Customer Care may be monitored and/or recorded for quality assessment purposes.

## 17. COMPLAINTS

(a) If You are unhappy about any aspect of the Service, You should contact Us first to resolve the complaint. You may communicate to Us by contacting Customer Care, by writing to Us, by sending Us a fax or through Our

## Standard Terms for the Supply of Services – Section 1&2

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website at [vodafone.com.au](http://vodafone.com.au). We will investigate Your complaint in accordance with Our complaints policy which can be found on Our website or can be provided to You directly by Customer Care on request.

(b) If You request Us to provide You with information held by Us about You and We agree to provide you with the information, We may charge You Our reasonable costs to provide You information, except where You request for access to Your personal information held by Us which is not yet archived. We will inform You of the amount of Our reasonable costs before We charge You for those costs.

(c) If You are not satisfied with how Your complaint has been handled You may request a supervisor or manager to review Your complaint and Our handling of it. If Your complaint is not resolved to Your satisfaction, You can, depending on the nature of the complaint, contact the Telecommunications Industry Ombudsman (who deals with unresolved complaints between consumers and providers), the relevant State/Territory Office of Fair Trading (which can inform You of Your rights and provide assistance in relation to any dispute with Us), ACMA or the Australian Competition and Consumer Commission. If You have a privacy complaint, You can address Your complaint to Our Privacy Officer (whose contact details can be found on Our Privacy Policy or can be provided to You on request) and/or lodge a complaint with the Office of the Australian Information Commissioner. Our complaints policy is in addition to any rights You have under law.

### 18. LIABILITY AND INDEMNITY

#### 18.1 Consumer guarantees and Our liability to You

(a) The Australian Consumer Law as set out in the Competition and Consumer Act 2010 (Cth) provides consumers with certain 'consumer guarantees'. These guarantees apply where the goods and services We supply to You are of a kind ordinarily acquired for personal, domestic or household use or cost less than \$40,000, and in the case of goods, are not re-supplied by You. With respect to goods, these guarantees include a guarantee that the goods:

- i. % are of acceptable quality (unless We made known to You the reasons why the goods may not be of acceptable quality before purchase, for example, by drawing any fault or defect to Your attention);
- ii. % fit for the purpose which We represented to You;
- iii. % fit for the purpose or task for which You acquired the goods, provided You made that purpose known to Us before purchase;
- iv. % match the description, sample or demonstration model You were provided; and
- v. % comply with any express warranty given in relation to the goods.

(b) With respect to services, these guarantees include that: the services will be rendered with due care and skill; the services and any product resulting from the services will be fit for the purpose or task for which You acquired the services or the result You expected the services to achieve, provided You made the purpose or result known to Us before purchase; and if a time is not specified for completion of the services, the services will be supplied within a reasonable time.

(c) These guarantees give You rights against Us that We cannot limit or exclude, subject to clause 18.1(d). For example, if a failure to meet a guarantee is a major failure, then in relation to goods and depending on the circumstances, You may be entitled to a replacement or refund, and in relation to services, You may be entitled to terminate the contract and obtain a refund. If a failure does not amount to a major failure, You are entitled to ask Us to remedy the failure. In this case, we are able to choose how to remedy the failure, including by repairing or replacing goods.

## Standard Terms for the Supply of Services – Section 1&2

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This clause 18.1(c) is only intended to provide some examples of the rights You may have against Us. It is not an exhaustive statement of the circumstances in which You may be entitled to a remedy under the Australian Consumer Law.

(d) Where the goods or services supplied to You are not of a kind ordinarily acquired for personal, domestic or household use or consumption, Our liability for breach of a guarantee (other than liability for guarantees as to title, undisclosed securities and undisturbed possession in relation to goods supplied to You, which We cannot limit) is limited to doing one or more of the following:

- i. in the case of goods,
  - (A). the replacement of the goods or the supply of equivalent goods;
  - (B). the repair of the goods;
  - (C). the payment of the cost of replacing the goods or acquiring equivalent goods; or
  - (D). the payment of the cost of having the goods repaired; and
- ii. in the case of services,
  - (A). the supply of the services again; or
  - (B). the payment of the cost of having the services supplied again.

(e) We cannot limit Our liability as set out in clause 18.1(d) if You establish that it would not be fair or reasonable for Us to do so.

(f) Except as provided in clause 18.1(d), nothing in Your agreement excludes, restricts or modifies rights which You have under the Australian Consumer Law in respect of the consumer guarantees.

### 18.2 Other matters and Our liability to You

All of the provisions of this clause 18.2 are to be read subject to the provisions of clause 18.1.

(a) Except where We are negligent or otherwise liable to You under Your agreement and to the extent permitted by law, You agree to use the Service (and each of its features) and the Content accepting full risk and responsibility in doing so.

(b) To the extent permitted by law, We are not responsible for and have no liability to You in respect of:

- i. % You or any other person using the Service or any of its features for any purpose (including a purpose in breach of Your agreement);
- ii. % You or any other person accessing or using Content or doing anything on the basis of the Content;
- iii. % You using Content in a manner or for a purpose that is not authorised or otherwise permitted by Your agreement or the Content Provider;
- iv. % any person accessing or using material You send or doing anything on the basis of material You send;
- v. % any Content You receive or material You send which We have not provided or are not responsible for, being inaccurate, incomplete, not current or of inadequate quality, or otherwise in breach of Your obligations under Your agreement regarding use of the Service;
- vi. % Us Adapting any Content or material to enable it to be received or sent (which under clause 4.3(c) of this Section 2 You agree We may do as We reasonably determine);

## Standard Terms for the Supply of Services – Section 1&2

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- vii. % You not receiving any Content, or a delay in You receiving any Content You have requested;
- viii. % any person to whom You send or attempt to send material not receiving the material, or a delay in that person receiving the material;
- ix. % Your Mobile Phone becoming blocked by reason of it sharing an IMEI number with another customer's mobile phone which We have blocked;
- x. % any loss or damage arising from any delay in or failure to perform any of Our obligations under Your agreement, or to provide the Service, if such delay or failure is a result of a Force Majeure Event;
- xi. % any loss or damage to the extent that the loss or damage is caused by You; or
- xii. % the loss of or any damage to Your Approved Device after it has left our possession.

(c) Subject to clause 18.2(d) below, Our liability to You for any breach of Your agreement (other than a breach of a guarantee referred to in clause 18.1) or otherwise, will not be more than the total Charges paid by You under this Agreement:

- i. % during the 6 month period prior to Your claim; or
- ii. % if Your Agreement started less than 6 months prior to Your claim, since the start of Your Agreement.

(d) To the maximum extent permitted by law, We are not liable for, and no measure of damages will, include Consequential Loss whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

### 18.3 You indemnify Us

(a) You indemnify Us (that is, We can make You pay for) any loss or damage We suffer caused by Your breach of this agreement, including the inappropriate use of the Service or the Vodafone Network by You or Your negligent or wilful acts or omissions.

(b) This indemnity does not apply to any loss or damage that We have caused, including by reason of the breach of a guarantee set out in the Australian Consumer Law.

(c) Your obligations under this indemnity will continue despite:

- i. % the termination of Your agreement; or
- ii. % the occurrence of any other thing,

until all monies You owe Us have been paid in full.

## 19. NOTICES

You agree that unless otherwise stated in Your agreement, We may give any written notice to You in connection with, or required by, Your agreement by:

(a) sending the notice to the email address, postal address or fax number which You advise Us of in a Network Services Application Form (NSA) or otherwise; or

## Standard Terms for the Supply of Services – Section 1&2

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(b) sending a TXT message to Your Mobile Phone.

### 20. MISCELLANEOUS TERMS

#### 20.1 Assurances

(a) By entering into Your agreement You assure Us that:

- i. % You have provided full and accurate personal information to Us in connection with Your agreement;
- ii. % You have full power and authority to enter into Your agreement; and
- iii. % You will do all that You need to do to perform Your obligations under Your agreement.

(b) By entering Your agreement We assure You that:

- i. % We are a Carriage Service Provider under the Act; and
- ii. % subject to the terms and conditions of Your agreement, We will provide the Service with all reasonable care and in a timely manner.

#### 20.2 Ownership of Your SIM and mobile number

(a) Except for Your SIM (which We will own at all times), You will own any goods which You take possession of under Your agreement from the time that You first pay Us any money under Your agreement.

(b) You agree that You have and can claim no legal interest or goodwill in any Mobile Number or pin issued to Your SIM.

#### 20.3 Assignment

(a) If You are a Postpaid Customer, You may not transfer any rights and obligations under Your agreement without Us first agreeing in writing. We will not unreasonably withhold consent. You may be liable to pay a fee if, with Our consent, You transfer any of Your rights and obligations under Your agreement.

(b) If You are a Prepaid Customer, You may not transfer any rights and obligations under Your agreement.

(c) We may, without telling You (unless specifically stated otherwise in this clause):

- i. % transfer Our rights and obligations under Your agreement to anyone else (if We transfer Our obligations to a third party other than another company that shares the same parent company as Us, We will provide You with reasonable notice); or
- ii. % temporarily or permanently get anyone else to perform Our obligations under Your agreement on Our behalf,

provided that the company to which Our obligations are transferred is able to perform those obligations in a manner similar to Us and in accordance with Your agreement.

## Standard Terms for the Supply of Services – Section 1&2

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(d) We may require You to sign an agreement on substantially similar terms and conditions to Your agreement with anyone else We nominate (or, if We cannot find You, We may sign such an agreement on Your behalf which, upon entering Your agreement, You authorise Us to do).

### 20.4 Enforceability

If any term in Your agreement or a right of either of Us under Your agreement is not enforceable in a certain State or Territory of Australia, that does not mean that:

- i. that term or right is not enforceable in any other State or Territory of Australia; or
- ii. any other term or right is not enforceable in that State or Territory of Australia or in any other State or Territory of Australia.

### 20.5 Waiver

(a) The only way in which We can be said to have given up any rights We have under Your agreement is if We agree to do so in writing.

(b) Even if We give up one of Our rights under Your agreement in a particular circumstance that does not mean that We have generally given up that right.

(c) If We do not exercise a right or are slow in doing so that does not mean that We have given it up.

### 20.6 Standard Form of Agreement

These Standard Terms constitute a Standard Form of Agreement with the meaning of the Act and are subject to the Act.

### 20.7 Commission

You acknowledge that We may pay an agent a commission for introducing You to Us and/or the Service.

### 20.8 Governing law & jurisdiction

Your agreement is governed by the laws of the State or Territory of Australia where You lived at the time You entered into Your agreement. Each of Us agree to submit to the non-exclusive jurisdiction of the courts of that State or Territory of Australia.

**Our Customer Care phone numbers are: )**

**1300 650 410; or )**

**1555 from your Vodafone Mobile )**

**The National Relay Service (NRS) numbers are:**

**Dial 13 3677 for all calls within Australia**

**Dial 1800 555 677 for all calls within Australia to 1800 numbers.**

**The NSR make it easier for you to contact Vodafone if you are deaf or have a hearing or speech impairment.**

**The Translating & Interpreting Service (TIS) number is:**

**13 14 50.**

## Part B - Additional terms applicable to Mobile Services

## Standard Terms for the Supply of Services – Section 1&2

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### 21. COVERAGE AND ROAMING

(a) You agree that You will only be able to use the Mobile Service in the Mobile Coverage Area. For more detailed information about the Mobile Coverage Area and the various network technologies/features available in each area refer to [vodafone.com.au/coverage](http://vodafone.com.au/coverage).

(b) You agree that even within the Mobile Coverage Area the Service may not be able to be used in areas where geographical or man-made features interfere with the network. For example, where there are mountains or road cuttings, or in parts of buildings such as lifts and basement car parks.

(c) You agree that some parts of the Mobile Service, such as high speed data, may rely on the different capabilities of the Mobile Coverage Area and You may not be able to access all these types of services as not all the services are available within all areas of the Mobile Coverage Area.

(d) Roaming relies on the networks of other carriers over which We has no control. You agree that some features of the Service may not be available when You are Roaming and that We do not guarantee the quality and reliability of the Service when You are Roaming.

(e) To activate International Roaming You should contact Customer Care at least 72 hours prior to departure. Please note we may require you to provide us with a security deposit.

(f) We may change the telecommunications network infrastructure constituting the Vodafone Network or arrangements with Roaming suppliers at any time. If we do so, we may be required to notify you and offer you a right to terminate as set out in clause 2 in Part A, Section 2 of the Standard Terms.

### 22. CALLING NUMBER DISPLAY

(a) You agree that Your Mobile Number will be sent to, and may be visible to, each person You make a call or communicate with. You can choose to deactivate calling number display either:

- i. through a function on Your Mobile Phone (if it has the necessary technical capability); or
- ii. on a call-by-call basis, by dialling #31# before You dial a number,

and We will pass that preference to the network operator of the person you are communicating with . We cannot guarantee that the other network will ensure Your Mobile Number is blocked and not displayed to the other person.

(b) When you contact Customer Care we will be able to view Your Mobile Number even if you have chosen to deactivate calling number display.

(c) You agree that You understand that Your Mobile Number will be sent to, and will be visible on the screen of, the phone of each person You send a TXT message, PXTTM or Video PXTTM to, and that the sending of Your Mobile Number with TXT messages, PXTTM or Video PXTTM cannot be deactivated.

(d) You agree that You understand that Your Mobile Number will be sent to, and will be visible to the emergency call person and emergency services operators when you call emergency service numbers (000 (Triple-Zero), 106 or 112) on a mobile phone linked to a Vodafone Mobile Service, and that the sending of Your Mobile Number to the emergency call person and emergency services cannot be deactivated.

## Standard Terms for the Supply of Services – Section 1&2

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### 23. NUMBERING FOR MOBILE SERVICE

- (a) We must issue You with a Mobile Number (unless You have already been issued with such a number).
- (b) When we agree to the issue of a specific Mobile Number in association with the Service You then have Rights of Use of that Mobile Number.
- (c) We will not vary that Mobile Number unless required to do so as a requirement of the Numbering Plan.
- (d) If you have the Rights of Use of a mobile number with another service provider you may Port that mobile number from that service provider to Us in accordance with clause 28 in Part B, Section 2 of these Standard Terms.
- (e) If you Port a mobile number to us for which you do not have the Rights of Use, we are obliged to immediately return that number to the carriage service provider of the Rights of Use holder and we will issue another mobile number to You.
- (f) If you Port Your Mobile Number from Us to any other Carriage Service Provider:
  - i. We must comply with Our obligations under the Act and the Numbering Plan in relation to mobile number portability; and
  - ii. You will be responsible for any costs incurred in Porting Your Mobile Number.

### 24. MOBILE PHONE BLOCKING

- (a) You may ask Us to block Your Mobile Phone the same time, or within one month after, You advise Us that it has been lost or stolen. The effect of blocking Your Mobile Phone is that it will not be able to be used on the Vodafone Network, or any other telecommunications networks within Australia, to:
  - i. % make or receive voice calls (except calls to emergency "000" and "112" numbers); or
  - ii. % send or receive TXT messages, PXTTM, Video PXTTM or Content.
- (b) We must block Your Mobile Phone upon such a request by You. However, We will not block Your Mobile Phone, including mobile phone where:
  - i. % to Our knowledge, the Mobile Phone shares an international mobile equipment identity (IMEI) number with another mobile phone or device Connected to the Vodafone Network; or
  - ii. % to do so would adversely impact upon another person's use of the Service in good faith.
- (c) We will tell You if We will not block Your Mobile Phone.
- (d) We must, upon Your request:
  - i. % unblock Your Mobile Phone that You previously requested Us to block; or
  - ii. % unblock Your Mobile Phone where it has been blocked as a result of Us blocking another customer's mobile phone or device with which it shares the same international mobile equipment identity (IMEI) number,

provided that You have lawful possession of Your Mobile Phone.

## Standard Terms for the Supply of Services – Section 1&2

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(e) You agree that Your Mobile Phone blocking is at all times subject to technical limitations. This means that there may be a delay between the time that You request Your Mobile Phone to be:

- i. % blocked and the time that the block is put in place, or
- ii. % unblocked and the time that the block is removed.

(f) We may block any Mobile Phone that You use on the Vodafone Network that is not an Approved Device. We may also block any mobile phone or device that We reasonably believe (based on Your usage pattern) that You are using to resell the Service.

### 25. MOBILE PHONE OR DEVICE LOCKING

We may lock an Approved Device to the Vodafone Network and the Approved Device will not be able to be used to make or receive voice calls (except calls to emergency "000" and "112" numbers) or send or receive TXT messages on any other telecommunications network, other than the Vodafone Network. To be able to use the Approved Device on another telecommunications network, You must unlock the device. Unlock Instructions and an unlock code will be accessible to customers through the Vodafone website at [vodafone.com.au/unlock](http://vodafone.com.au/unlock) or through Customer Care. We may charge a fee to provide You with this unlock code, but will not charge a fee if you require the unlock code because You have terminated Your agreement under clause 2 in Part A, Section 2 of the Standard Terms, You have terminated Your agreement because we are in serious breach of it, or We have terminated Your agreement under clause 12.5 in Part A, Section 2 of these Standard Terms.

### 26. NUMBER BLOCKING

(a) We may limit or block Your or Our other customers' access to any number(s), and/or services provided or made available by a third party if We reasonably consider it necessary or appropriate to do so to minimise the risk of Our customers, the Vodafone Network, or Us being adversely affected as a result of:

- i. % significant congestion or instability in any part of the Vodafone Network and/or Our administrative systems (including, but not limited to, Our billing systems); or
- ii. % any action, claim, demand, cost, expense, loss, damage or other detriment (whether financial or not); or
- iii. % the Service being used in a manner contrary to Our offers.

(b) For example, We may limit or block access where continued access to a number(s) or service(s) is reasonably considered by Us to result in:

- i. % Our customers receiving unusually high Charges (known as bill shock);
- ii. % increased customer complaints including in relation to the characteristics of the number(s) or the service(s); or
- iii. % where access is causing Us revenue loss.

(c) If We limit or block access under this clause, We may be required to notify You as set out in clause 2 in Part A, Section 2 of these Standard Terms.

## **27. BILLING FOR MOBILE SERVICES**

### **27.1 Changes to Charges for International Calls and International Roaming**

(a) Our Charges for:

- i. International Calls; and
- ii. International Roaming services,

are subject to change as these services are supplied to Us under arrangements with third parties. We may increase the Charges for these services if the cost to Us of providing these services increases by reason of Our arrangements with third parties. Before travelling overseas, You should contact Customer Care or visit Our website at [vodafone.com.au](http://vodafone.com.au) to find out the current Charges for International Calls and International Roaming.

(b) To avoid doubt, if We make a change under this clause 27.1, the change does not constitute a Variation under clause 2 in Part A, Section 2 of these Standard Terms.

## **28. MOBILE NUMBER PORTABILITY**

(a) You may Port an existing mobile number from another service provider to Us where you have Rights of Use of that mobile number.

(b) Porting relies on the networks of other services providers over which We have no control. If You ask Us to Port Your existing mobile number to Us, we will try to Port Your existing mobile number to Us as soon as practicable. We are not liable for any delays in the Porting process.

(c) You agree that We may contact You if Your Port request has not been successfully completed. This may include notifying You of any delays in processing Your Port request or confirming Your details if Your Port request has been unsuccessful due to incorrect information.

(d) If you are a Month to Month Customer, You will not be Connected and your Commitment Period will not commence until the Port of Your existing mobile number has been successfully completed. However, if Your Port request is not successful within 30 days of You providing the authority to Port, You agree that we will issue You with a new Mobile Number for Your Service. Your Service and Your Commitment Period will commence from the date we connect Your Service with either a Ported mobile number, or where that is not available a Mobile Number that We issue to You.

## **29. USE OF BLACKBERRY® DEVICES**

(a) You must use the BlackBerry® browser icon on Your BlackBerry® to access the internet to ensure data usage is taken out of the included data awarded with Your BlackBerry® Internet or BlackBerry® Enterprise Data Bundle; if You access the internet through any other icon or application this will attract additional charges outside the included BlackBerry® data allowance.. Included Data awarded does not include access to Compass; Pocket

## Standard Terms for the Supply of Services – Section 1&2

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Life; or downloads from any application not loaded by Vodafone or Research In Motion (RIM); Premium TXT and Chat; or single downloads of 3MB or larger. The BlackBerry® Internet and BlackBerry® Enterprise Data Bundles can only be activated on BlackBerry® Built-In handhelds as authorised by Vodafone and RIM.

(b) The functionality available on authorised handhelds which contain BlackBerry® connect software differs from the functionality available on BlackBerry® Built-In handhelds.

(c) In addition to the terms and conditions set out above, RIM's standard terms and conditions associated with the use of BlackBerry® from Vodafone, the BlackBerry® Internet Service, the BlackBerry® Enterprise Server Solution, the BlackBerry® Connect/BlackBerry® Built-In handheld and other associated products will also apply to Your use of these products and services.

(d) BlackBerry®, RIM®, Research in Motion®, SureType® 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 licence from Research in Motion.

## Standard Terms for the Supply of Services - Section3

### Sections 3 – Description of Service features and Charges

This section of the Standard Terms sets out some of the features and Charges applicable to the Services and is divided into three Parts:

Part A: Mobile Service; and  
 Part B: NBN Service; and  
 Part C: Charges applicable to all Services.

Part A: Mobile Service	
sub part	Title
1	Calls, TXT, Data Services and International Roaming
2	Special Services
3	Miscellaneous charges for Mobile Services

### Part B: NBN Service

### Part C: Miscellaneous charges for Mobile Services

#### Part A - Mobile Service SUB-PART 1 – CALLS, TXT, DATA SERVICES AND INTERNATIONAL ROAMING

Description	Charges if you post pay	Charges if you prepay
<b>(a) Calls, TXT, Data Services and International Roaming</b>		
Standard Calls, TXT, International Calls, Standard Video Calls, Data Services and International Roaming are defined in Section 1 of these Standard Terms.  Note: <ul style="list-style-type: none"> <li>You maybe charged a Flagfall for different types of calls you make;</li> <li>There is no charge for calls to an engaged number, however, calls connected to a <b>recorded message</b> announcing that the number has been temporarily disconnected or that the call cannot be completed are connected calls and <b>will be charged</b>;</li> <li>For calls You make to access Special Services, see Part 2 below.</li> </ul>	You will be charged at the rates set out in Your Plan Details.	
<b>(b) Calls to Special Numbers</b>		
011, 0103, 1225 and 1245	You will be charged the rates set out in Your Plans Details.	
'13' numbers, '15' numbers and '18' numbers		

Standard Terms for the Supply of Services - Section3

If You have appropriate equipment, maritime, remote and satellite services	
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**SUB-PART 2 – SPECIAL SERVICES**

Description	Charges if you post pay	Charges if you prepay
<b>1. Customer Care</b>		
Calls to Customer Care		Free
<b>2. Operator Services</b>		
<b>(a) 1-2-3 Ask Us Anything</b>		
If You dial 123 from Your Mobile, a Vodafone assistant will endeavour to provide You with any information You need such as directory assistance, movie times, sporting results, weather updates and public transport information, or give You directions to an address in any Australian capital city and some major regional areas. Your ability to be connected to 123 is subject to the capabilities of Your Mobile Phone and other requirements which We may impose under Your Agreement. Access to 123 may not be included in Your Plan.	'123 Ask Us Anything' is a premium rate service. Rates vary by Plan. Please see Your Plan Details. If Your call is through-connected to another eligible number, the applicable rates for a call to 123 will apply until the termination of the through-connected call. Some numbers are not eligible for through connection.	
<b>(b) 1223 Directory Assistance and THRUConnect</b>		
By dialling 1223 or 013 from Your Mobile Phone when in Australia or +61 414 123 123 from Your Mobile Phone when overseas, the operator will look up any domestic (Australian) number. The operator will offer to connect the call straight through (i.e. THRUConnect). If you choose this option, no redialling is necessary.	Rates vary by Plan. Please see Your Plan Details.  Corporate and Government Call Plans: Dialling 013 costs 44c. You will then be charged the flagfall to initiate the call and Standard Call rate applicable to Your Call Plan for the call which is through connected.	Rates vary by Plan. Please see Your Plan Details.

Description	Charges if you post pay	Charges if you prepay
<b>(c) Calls to emergency services</b>		
By dialling 000 from Your Mobile Phone when in Australia or 112 from Your Mobile Phone when anywhere in the world, You will be connected straight to emergency services.		Free

Standard Terms for the Supply of Services - Section3

<b>3. Intouch Services</b>		
Intouch services are a suite of answering and message services which You access from Your Mobile Phone. For assistance with any of these services, dial 1555 from Your Mobile Phone.	Free	
<b>(a) Voicemail</b>		
The capability of accessing a Voicemail depends on your Approved Device model.	Unless otherwise specified in Your Plan Details, You will be charged a Flagfall to initiate the call and the Standard Call rate applicable to Your Plan.	
<b>(b) CALLScreen</b>		
By dialling 122, an answering service/paging system is activated with the assistance of a Vodafone operator, which allows You to divert incoming calls to a Vodafone operator, who takes a message on Your behalf. The Vodafone operator will then send a text message, of up to 160 characters, to Your Mobile Phone.	<p>Call Plans other than Corporate and Government Call Plans: You will be charged a flat fee of:</p> <p>5.5c if the diverted call is 10 seconds or less; or</p> <p>99c if the diverted call is over 10 seconds</p> <p>Corporate and Government Call Plans: You will be charged a flat fee of:</p> <p>0c if the diverted call is 10 seconds or less; or</p> <p>66c if the diverted call is over 10 seconds.</p>	Not available.
<b>(c) CALLidentity (Calling Number Display)</b>		
<p>This default service allows You to:</p> <ul style="list-style-type: none"> <li>▪ Identify an incoming caller by his/her phone number before You answer the call; and</li> <li>▪ Send Your mobile phone number when You make a call.</li> </ul> <p>To de-activate the service dial 1555. To de-activate on a call-by-call basis dial 1831 before the called number. You may also be able to activate or de- activate the service through a function on Your Mobile Phone, if it has the necessary technical capability.</p>	Free	
<b>(d) CALLwait and CALLhold</b>		

Standard Terms for the Supply of Services - Section3

These services allow You to switch between calls by using commands on Your Mobile Phone.	Free	
<b>(e) Call Forwarding</b>		
This service diverts incoming calls to another mobile phone connected to the Vodafone Network, to the network of another Carrier, or a fixed line telephone within Australia.	Please see Plan Details for full rates and Charges.	Not available
<b>(f) Call Barring</b>		
This service is a security option which allows incoming and/or outgoing calls to be barred. To activate this service, phone Customer Care.	Free	
<b>(g) Call Conference</b>		
This service enables You to initiate a conference call and call multiple parties to join the conference call. The maximum of participants in a conference call, depends upon the model of Your Mobile Phone and its conference call support features.	You will be charged a Flagfall to initiate the call and the Standard Call rate applicable to Your Plan Details for each person connected to the conference call. Please see your Plan Details for more information.	Not available.
<b>4. Premium Services</b>		
Premium Services and Premium TXT are defined in Section 1 of these Standard Terms.	<p>You will be charged for each of these types of services You use or messages You send and/or receive at rates disclosed to You by the third party suppliers.</p> <p>If You accidentally call a number instead of sending a TXT or multimedia message to the number, You will be charged the Flagfall and applicable call rate set out in Your Plan for that type of call which may be the rate applicable to a Special Number if the number is a Special Number.</p> <p>Access to Premium Services may be limited if You Prepay. Please see your Plan Details for more information.</p>	
<b>5. TXT delivery status reports</b>		
You can set up Your Mobile Phone (usually via its "messages" menu) to request that You be sent a TXT message confirming whether each TXT message You have sent has been delivered.	Charges vary by Plan. Please see Your Plan Details.	

**SUB-PART 3 – MISCELLANEOUS CHARGES APPLICABLE TO MOBILE SERVICES**

## Standard Terms for the Supply of Services - Section3

Type of charge	Charges if you post pay	Charges if you prepay
<b>We may charge You for the following things:</b>		
Approved Device blocking	Free	Free
Mobile number change request fee	\$19.95 unless due to harassment	\$19.95 unless due to harassment
SIM Replacement Fee	Free	Free
Unbarring fee (payable when You have requested Us to bar a feature of the Mobile Service and subsequently request that the feature be unbarrred)	Free	Free
Mobile Service Number Portability Charge (Porting Fee)  Applicable if you Port your Mobile Number from Us to any other Carriage Service Provider.	In accordance with Section 2, Clause 23(f) of Your agreement, You are responsible for any costs incurred in Porting your Mobile Number. For Mobile Numbers linked to a Post Paid Plan that was entered into on or after 16 August 2017, this cost is reflected in a <b>Porting Fee of \$8.00.</b>	Not applicable

### Part B - NBN Service

Description	Charges if you post pay	Charges if you prepay
NBN Service is defined and explained in detail in Sections 1 and 2 of these Standard Terms.	You will be charged at the rates set out in Your Plan Details for usage charges and other NBN charges.	Not available

### Part C - Miscellaneous Charges applicable to all Services

Type of charge	Charges if you post pay	Charges if you prepay
<b>We may charge You for the following things:</b>		
Cancellation of direct debit	Free	Free
Payment Processing Fees	2.73%+GST of total bill amount for payment by visa/Master cards.  \$1 for payment by BSB account direct debit.	Not applicable
Late payment fee	\$15.00 per late payment	Not applicable
Payment Method Change Fee	Free	Free
Paper Bills/Call Records	<b>You will receive electronic bills by default.</b> Accessing Your bills via My Vodafone is free.  Vodafone will not provide paper bills except in special circumstances set out in section 2 of these Standard terms. A charge of \$10 per paper bill may be applied.	Vodafone will not send You any bills or usage charge records in respect of Charges You incur while You are a Prepaid Customer.  You can obtain Your usage charge records for the preceding 60 days

Standard Terms for the Supply of Services - Section3

		<p>through My Vodafone on Our website at <a href="http://vodafone.com.au">vodafone.com.au</a>. You can also call 1555 from Your Mobile Phone to check Your Prepaid Account Balance at any time.</p> <p>If You provide a formal or informal request for Us to provide You with paper usage records and We agree to provide those paper usage records, We may charge You Our reasonable costs to provide such records. Vodafone will provide usage charge records if required by law. Vodafone may provide usage charge records in special circumstances as determined by Vodafone at Vodafone's discretion Vodafone may charge you Our reasonable costs to provide those records.</p>
<p>Unlock Approved Device from the Vodafone Network</p>	<p>Fees may apply to unlock certain handsets or devices. Call Customer Care or visit <a href="http://vodafone.com.au/unlock">vodafone.com.au/unlock</a> for details.</p>	

## Sections 4 – Fair Use Policy

### FAIR USE POLICY

#### Summary

1. # This Fair Use Policy forms part of Our Standard Terms and the meanings given to words in the Standard Terms also apply in this Fair Use Policy.
2. # Our Fair Use Policy applies to Your use of any Service.
3. # The purpose our Fair Use Policy is to ensure that Our customers responsibly access Our Services to assist us to deliver high quality, safe and secure Services to You and Our other customers. To achieve this, Our Fair Use Policy sets out Your responsibilities when using Our Services (including access to the internet) and the consequences if Your use Our Services in an unreasonable way.
4. # The Standard Terms also contain prohibitions on using the Service in an unlawful ways or for reasons We consider a breach of Your agreement.

#### What is unreasonable use?

5. # Your use of a Service is unreasonable if You use Our Service in a way that is:
  - (a) contrary to the way We intended the Service to be used (“unintended use”); or
  - (b) unacceptable.
6. # “Unintended” means using the Service in a way that We did not intend and includes:
  - (a) using Our Service in a way that a reasonable person would not regard as ordinary;
  - (b) # using the Service for re-supply to another person or in a way that an ordinary person would reasonably regard as commercial use, unless Your Service was described to be used for commercial purposes;
  - (c) # using the Service in a way that an ordinary person would reasonably regard as business use, unless you are a business customer using a Service sold for business purposes;
  - (d) # placing calls to 18xx or 13xx numbers to make indirect calls through other providers (including to calling card providers);

## Standard Terms for the Supply of Service - Section 4

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- (e) # using the Service to make international calls without paying long-distance charges by dialling certain access numbers, or using the Service for the purposes of arbitrage;
- (f) # using the Service with a device that automatically dials numbers that are either generated randomly or from a list;
- (g) # using a SIM sold for one purpose for a different purpose, for example using a 'mobile voice' SIM in a non 'mobile voice' device or using a SIM sold for machine-to-machine use in a device not used for machine-to-machine communications;
- (h) # using the Service for multiple simultaneous calling, except where using standard conference call features;
- (i) using the Service for bulk messaging;
- (j) using the Service for auto-dialling or continuously call forwarding;
- (k) # using the Service for machine-to-machine communication, unless specifically sold to you for that purpose;
- (l) # making calls or sending TXTs which aren't standard person-to person # communications;
- (m) using the Service for application-to-person communication;
- (n) using the Service to disguise the origin of a use or communication;
- (o) # using the Service to access, monitor or use any data or traffic on any systems or networks without authority or consent; or
- (p) # using the Service to exploit any network and/or protocol misconfiguration or weakness that may cause a data charging gateway to avoid triggering a credit or policy control request to the intelligent network (IN) element, therefore allowing customer traffic to proceed without checking of balance, time/volume limits, speed tier changes, deduction of funds or monthly charges for use of the service.

7. # "Unacceptable" means using the Service in a manner that may create risks to the performance, security or integrity of any network or system (including Our own), and includes using the Service:

- (a) in a way that adversely affects any system or network, for example, by:

## Standard Terms for the Supply of Service - Section 4

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- i. # causing interference, disruption, congestion or, more generally, sub-optimal performance of a system or network; or exploiting any misconfiguration or weakness of a system or network;
- . # (b) in a way that creates a risk to the security or integrity of any system or network, for example by:
  - i. # overloading, or otherwise flooding a system or network; and
  - ii. # probing, scanning or testing the vulnerability of a system or network;
- (c) without authorisation, to:
  - i. # access, monitor or use any data or traffic on any system or network; or
  - ii. # adversely affect any person's use of, or, access to any system or network.

These examples are not an exhaustive list of uses which We consider unacceptable.

### Your use of the internet

8. Where Our Service allows you to access the internet you:

- (a) must ensure Your access or use of the internet (whether by yourself or any third party) is not in breach of this Fair Use Policy; and
- (b) are responsible for all risks associated with Your use of Our Service to access the internet.

### Our Rights and breach of the Fair Use Policy

- 9. # We reserve the right to apply Our Fair Use Policy at Our discretion and on a case-by-case basis.
- 10. We may contact You to alert of Your breach of Our Fair Use Policy, however, if We believe it is reasonably necessary in the circumstances, if you breach this Fair Use Policy We may, without notice to You:
  - (a) # suspend or limit the Service (or any feature of it) for any period We think is reasonably necessary, in the circumstances; and/or
  - (b) # terminate Your agreement in accordance with the relevant Part of Section 2, Terms and Conditions of the Standard Form of Agreement.

## Sections 5 – Terms and Conditions for Mobile Payment Plan and Accessories Payment Plan

This part of the Standard Terms sets out the terms and conditions which apply in respect of the Mobile Payment Plan, also known as “MPP” and the Accessories Payment Plan, also known as “APP”. The terms and conditions in Sections 1 and 2 and, if applicable, Section 3 also apply. To the extent that there is an inconsistency between this Section 5 and Sections 1 and 2 and/or Section 3 in relation to MPP or APP, then the terms and conditions set out in this Section 5 prevail.

### 1. Dictionary for Section 5

**Accessories** -- Vodafone approved accessories purchased by You under an Accessories Payment Plan

**Accessories Payment Plan or APP** -- the arrangement under which We enable You to pay for Accessories in equal monthly instalments over the term of Your Accessories Payment Plan

**Accessories Payment Plan Application** -- the application form signed by You to purchase Accessories under the Accessories Payment Plan

**APP Monthly Payments** -- the monthly payments that You must make to Us over Your APP Term

**APP Term** -- the term of Your Accessories Payment Plan being 12, 24 or 36 months as set out in Your Accessories Payment Plan Application

**APP Total Amount** -- the total amount payable to Vodafone by You for the purchase of Your Accessories, less any Other Credits and/or Upfront Customer Payment

**Eligible APP Customer** -- a customer with an Eligible Payment Type and who has been approved by Vodafone for an Accessories Payment Plan

**Eligible MPP Customer** -- a customer with an Eligible Payment Type and who has been approved by Vodafone for a Mobile Payment Plan

**Eligible Payment Type** -- a Postpaid Customer who has selected an Eligible Postpaid Plan

**Eligible Postpaid Plan** -- selected Postpaid Plans in which you must or may enter into a Mobile Payment Plan arrangement

**Inactive Customer** -- a customer who has not made or received a mobile service call for 60 days or more

**Ineligible APP Customer** -- a customer who is not an Eligible APP Customer

**Ineligible MPP Customer** -- a customer who is not an Eligible MPP Customer

**Mobile Payment Plan or MPP** -- the arrangement under which We enable You to pay for a MPP Device/s in equal monthly instalments over the term of Your Mobile Payment Plan

**Mobile Payment Plan Application** -- the application form signed by You to purchase a MPP Device/s under the Mobile Payment Plan;

**MPP Device** -- a Vodafone approved handset or device purchased by You under a Mobile Payment Plan and used to receive a Service;

**MPP Monthly Payments** -- the monthly payments that You must make to Us over Your MPP Term;

**MPP Term** -- the term of Your Mobile Payment Plan being 12, 24 or 36 months as set out in Your Mobile Payment Plan Application;

**MPP Total Amount** -- the total amount payable to Us by You for the purchase of Your MPP Device/s, plus any amounts outstanding under an existing Mobile Payment Plan with Us that You agree to rollover when You enter into a new agreement with Us or upgrade to a new MPP Device, less any Other Credits and/or Upfront Customer Payment;

**Other Credits** -- any amount offered to You by Us or any amount existing on Your Vodafone account which may be used towards the payment of Your MPP Device or Your Accessories;

**Payment Type** --Your chosen method of making payments to Us for Services;

**Upfront Customer Payment** -- the payment by You for the difference between the MPP Device/s price or Accessories price and the maximum MPP Total Amount or APP Total Amount.

## **2. SPECIAL TERMS IF YOU HAVE BOUGHT A MPP DEVICE USING THE MOBILE PAYMENT PLAN OR ACCESSORIES USING THE ACCESSORIES PAYMENT PLAN**

### **2.1 How does the Mobile Payment Plan or Accessories Payment Plan work?**

(a) The Mobile Payment Plan enables You to buy a MPP Device/s and pay for it in monthly instalments over 12, 24 or 36 months so that any outstanding amount payable under Your new purchase may be made under a Mobile Payment Plan, or part thereof. You can have one active Mobile Payment Plan for each Eligible Post paid Plan on your account.

(b) The Accessories Payment Plan enables You to buy Accessories and pay for them in monthly instalments over 12, 24 or 36 months so that any outstanding amount payable under Your new purchase may be made under an Accessories Payment Plan, or part thereof. We may, in our sole discretion, set a minimum purchase amount applicable for Accessories Payment Plans, set a maximum number of Accessories Payment Plans that You may have or set a maximum number of Accessories that can be purchased under each Accessories Payment Plan.

## Standard Terms for the Supply of Services - Section 5

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(c) Under the Mobile Payment Plan or Accessories Payment Plan, You own the MPP Mobile Device/s or Accessories. You will be responsible for damage to or loss of the MPP Mobile Device/s or Accessories. You must make Your MPP Monthly Payments or Your APP Monthly Payments even if You lose or damage Your MPP Mobile Device/s or Accessories or they are stolen.

(d) We determine, at our sole discretion, Your maximum Vodafone approved credit limit. Your MPP Total Amount together with Your APP Total Amount cannot exceed this credit limit. If Your MPP Total Amount together with Your APP Total Amount would otherwise exceed Your Vodafone approved credit limit, We may, in our sole discretion, allow You to pay the Upfront Customer Payment and/or use Your Other Credits so that Your MPP Total Amount together with Your APP Total Amount is less than or equal to Your Vodafone approved credit limit.

(e) You must pay the MPP Total Amount or APP Total Amount to Vodafone in instalments by making MPP Monthly Payments or APP Monthly Payments. The instalment payment term is Your MPP Term or Your APP Term, as specified on Your Mobile Payment Plan Application or Your Accessories Payment Plan Application.

### **2.2 Are You eligible for the Mobile Payment Plan or Accessories Payment Plan?**

(a) You can only purchase a MPP Device or Accessories under the Mobile Payment Plan or the Accessories Payment Plan if You are an Eligible MPP Customer or Eligible APP Customer and have been approved by Us.

(b) You can enter into a MPP at the time You enter into Your new agreement for a Eligible Post paid Plan or when you upgrade to a new MPP Device. You can enter into an APP at any time during the term of Your agreement.

(c) If You change Your Payment Type during Your MPP Term or APP Term so that Your Payment Type is no longer an Eligible Payment Type, Your Mobile Payment Plan or Accessories Payment Plan will terminate and You must immediately pay Us the remainder of Your MPP Total Amount or Your APP Total Amount.

(d) Subject to any legislative or other rights You have to return a MPP Device or Accessories, We may accept the return of Your MPP Device or Your Accessories within a reasonable period and at our sole discretion, if the MPP Device or Accessories are returned unopened, in original packaging and in original condition.

### **2.3 What You have to pay**

(a) Each of Your MPP Monthly Payments or Your APP Monthly Payments will be equal to the amount of Your MPP Total Amount or Your APP Total Amount divided by the number of months of Your MPP Term or Your APP Term.

(b) Your MPP Monthly Payments or Your APP Monthly Payments will be billed monthly, in accordance with Your Payment Type, as specified in Your Mobile Payment Plan Application or Your

## Standard Terms for the Supply of Services - Section 5

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Accessories Payment Plan Application. You authorise Us to direct debit Your bank account or credit card to pay for any MPP Monthly Payments or APP Monthly Payments.

(c) Your MPP Monthly Payment or Your APP Monthly Payment will appear on Your monthly bill for Services. You must pay Your MPP Monthly Payment or Your APP Monthly Payment at the same time and in the same way that You pay for Your Services.

(d) You can pay the remainder of Your MPP Total Amount or Your APP Total Amount and terminate Your Mobile Payment Plan or Your Accessories Payment Plan at any time by contacting us. We will notify You of the amount You need to pay to satisfy the remainder of Your MPP Total Amount or Your APP Total Amount. Your next bill or charge will set out this amount. Once We receive Your payment for this amount in cleared funds, Your Mobile Payment Plan or Your Accessories Payment Plan will be terminated and You will not be required to pay any further MPP Monthly Payments or APP Monthly Payments. Your Service will continue under Your agreement with Us.

(e) If You upgrade to a new MPP Device/s before the end of Your MPP Term and enter into a new Mobile Payment Plan, Your existing Mobile Payment Plan will be cancelled and the remainder of Your existing MPP Total Amount will be added to the MPP Total Amount for Your new Mobile Payment Plan.

### **2.4 What are our rights?**

(a) If You do not make a MPP Monthly Payment or APP Monthly Payment with cleared funds by the due date, in addition to any of our other rights under Your agreement, We may do any or all of the following:

- i. restrict, block, suspend, or Disconnect Your MPP Device and/or Your Service;
- ii. charge You a late payment fee;
- iii. ! charge You any third party fees which We may incur as a result;
- iv. ! charge You Interest on the amounts due;
- v. ! use any direct debit authority or credit card details You have provided to Us to pay for any overdue MPP Monthly Payments or APP Monthly Payments;
- vi. ! terminate Your agreement; and
- vii. ! require You to immediately pay the remainder of the MPP Total Amount or APP Total Amount You owe Us at that time.

(b) If

## Standard Terms for the Supply of Services - Section 5

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- i. Your agreement is terminated (except where You terminate Your agreement under clause 3 of Section 2, You terminate Your agreement because We are in serious breach of it, or We terminate Your agreement under clause 13.5 of Section 2);
- ii. You become an Ineligible MPP Customer, an Ineligible APP Customer or an Inactive Customer; or
- iii. You disconnect Your Service, Port Your Mobile Number to another service provider, or transfer ownership of Your Service,

We may do any or all of the following:

- iv. ! use any direct debit authority or credit card details You have provided to Us to pay for any overdue MPP Monthly Payments or APP Monthly Payments; and
  - v. ! require You to pay the remainder of the MPP Total Amount or APP Total Amount You owe Us under Your agreement at that time.
- (c) If You terminate Your agreement under clause 3 of Section 2, You terminate Your agreement because We are in serious breach of it, or We terminate Your agreement under clause 13.5 of Section 2, We may request You to pay immediately the remainder of the MPP Total Amount or APP Total Amount You owe Us at that time. If You are unable to pay immediately, We may, in our sole discretion, allow You a reasonable time in which to pay having regard to the number of MPP Monthly Payments or APP Monthly Payments remaining, the credit risk You pose to Us, and such other circumstances that We reasonable consider relevant.
- (d) We may, without notice and with immediate effect, restrict, block, suspend, terminate or Disconnect Your MPP Mobile Device/s, Your Mobile Payment Plan, Your Accessories Payment Plan and/or Your Service if We believe that You have engaged in fraudulent activities in relation to Your MPP Device/s, Your Mobile Payment Plan or Your Accessories Payment Plan.
- (e) You acknowledge that any action We may take under this clause 2.4 may impact Your use of the Service.



## SUMMARY OF STANDARD AGREEMENT - V1.0

### **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, the Mobile Service is provided by Vodafone Network Pty Limited. If You Postpay, the Mobile Service is provided by Vodafone Pty Limited and the NBN Service is provided by Vodafone Hutchison Australia Pty Ltd.

#### **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?**



## SUMMARY OF STANDARD AGREEMENT - V1.0

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) registering Your credit card online or by calling 1555 and recharging with Your selected recharge amount from time to time; (iii) recharging automatically through Auto Recharge, so when Your Prepaid Account drops below a preset amount determined by You, or Your credit expires (whichever is the earlier) Your credit card will be automatically debited with Your selected recharge amount; or (iv) recharging automatically through Auto Recharge so on the same day each month, Your credit card will be automatically debited with Your selected recharge amount.

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 395 days (that is, a year and one month) from the time You last recharged Your Prepaid Account even if, during that time, Your



## SUMMARY OF STANDARD AGREEMENT - V1.0

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 395 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).



## SUMMARY OF STANDARD AGREEMENT - V1.0

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 card (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 395 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



## SUMMARY OF STANDARD AGREEMENT - V1.0

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 30 days in advance. 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**



## SUMMARY OF STANDARD AGREEMENT - V1.0

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



## SUMMARY OF STANDARD AGREEMENT - V1.0

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.