



Standard Terms for the Supply of the Vodafone
Mobile Telecommunications Service – Customers
commencing/renewing on or after 1 July 2010 and
before 1 January 2011

Vodafone Pty Limited

ABN 76 062 954 554

Vodafone Network Pty Limited

ABN 31 081 918 461

Introduction

These are the Standard Terms for the supply of the Vodafone Mobile Telecommunications Service for customers whose agreement commenced or was renewed on or after 1 July 2010 and before 1 January 2011. These Standard Terms are our Standard Form of Agreement, which along with other terms You agree to, are binding on You and Us. If your agreement commenced before 1 July 2010 and has not been renewed on or after 1 July 2010, the *Standard Agreement for the Supply of the Vodafone Mobile Telecommunications Service – Customers commencing/renewing before 1 July 2010* applies to You. If your agreement commenced on or after 1 January 2011, the *Standard Agreement for the Supply of the Vodafone Mobile Telecommunications Service – Customers commencing after 1 January 2011* applies to you.

These Standard Terms are in 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;
- **Section 3 – Description of Service Features and Charges** – which describes the Service and its features and sets out some of the applicable charges;
- **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**

Together all 5 sections of these Standard Terms set out the standard terms and conditions on which:

- We will provide the Service to You; and
- You may use the Service provided by Us.

Your agreement with us also contains terms and conditions which are not set out in these Standard Terms (see clause 1 of Section 2).

Section 1 - Dictionary

You should be aware that some words have a special meaning in your agreement. 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 it has the meaning set out below. These definitions also apply to the other documents forming part of Your agreement unless the context requires otherwise.

1-2-3 Ask Us Anything	the Special Service described in Part 5 of Section 3 of these Standard Terms
1223 Directory Assistance	the Special Service described in Part 5 of Section 3 of these Standard Terms
ACMA	Australian Communications and Media Authority
Account Password	means the unique password which You established to be used as a means of identification by Us when accessing and changing details of Your Service
Act	<i>Telecommunications Act 1997 (Cth)</i>
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 Standard Mobile Device	means a device on the list of devices published on www.vodafone.com.au as approved standard mobile devices. Vodafone may amend this list by adding or withdrawing devices if We are notified that they do not meet regulatory requirements
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")
BlackBerry® Email	means email accessed via the BlackBerry® Access Point (APN) within Australia on the Vodafone Network
BlackBerry® Internet Browsing	means web browsing accessed via the BlackBerry® Browser when configured to use the BlackBerry® Access Point (APN) within Australia on the Vodafone Network
BlackBerry® Email and Internet Browsing	means email and web browsing accessed via the BlackBerry® Access Point (APN) within Australia on the Vodafone Network
Carriage Service Provider	has the meaning given in the Act
Carrier	has the meaning given in the Act
Charges	the charges for the Service
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	<p>all confidential information about the Service, Us, Our related entities, 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:</p> <ul style="list-style-type: none">• 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	connected to the Vodafone Network and activated for the Service
Connection Fee	means Flagfall
Consequential Loss	<p>means any loss which is:</p> <ul style="list-style-type: none">• 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, audio-visual (video), audio application or service which You receive or access using the Service (including, without limitation, via My Vodafone or any Value-Added 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	the Special Service described in Part 5 of Section 3 of these Standard Terms
Data Services	the data services provided using the GPRS Service and the UMTS Service described in Part 3 of Section 3 of these Standard Terms
Dictionary	Section 1 of these Standard Terms which sets out the words that have a special meaning in Your agreement
Disconnect or Disconnected	disconnect or disconnected from the Vodafone Network

Dual Mode Phone	means a handset capable of operating on: <ul style="list-style-type: none"> • the Vodafone Network; and • the Globalstar Network
Early Exit Fee	means 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	means the Early Exit Fee, the Handset Early Exit Fee or the Handset Recovery Fee We may charge You, if You do not connect or remain connected to Your selected Postpaid Plan for Your Commitment Period.
Excluded Services Per Month	the Services that are not Included Services Per Month for each Plan
Fair Use Policy	the Fair Use Policy is the terms and conditions set out in Section 4 of these Standard Terms
Fax & Data Capable Phone	a handset or other device specified by Us at www.vodafone.com.au to be compatible with the Fax & Data Service
Fax & Data Service	the Special Service described in Part 5 of Section 3 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: <ul style="list-style-type: none"> • 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)	means 1000MB
Globalstar	Globalstar Australia Pty Limited ABN 81 099 917 398
Globalstar Network	the constellation of satellites operated by Globalstar and its related bodies corporate to the extent they have a satellite footprint in Australia. In this definition, the term 'related bodies corporate' has the meaning given to it in the <i>Corporations Act 2001</i> (Cth)
GPRS Capable Phone	a handset or other device specified by Us at www.vodafone.com.au to be compatible with the GPRS Service
GPRS Charges	the charges for the use of the GPRS Service

GPRS Coverage Area	the geographic area in which You can access the GPRS Service
GPRS Service	the GPRS (General Packet Radio Service) digital mobile service provided using the Vodafone Network (also referred to as 2.5G)
GSM Capable Phone	a handset or other device specified by Us at www.vodafone.com.au to be compatible with the GSM Service
GSM Charges	the charges for use of the GSM Service
GSM Coverage Area	the geographic area in which You can access the GSM Service
GSM Mode	the operation of a Dual Mode Phone such that it directly connects to and communicates with the Globalstar Network
GSM Service	the GSM (Global System for Mobile) digital mobile service provided using the Vodafone Network (also referred to as 2G)
Handset Early Exit Fee	means the payment or fee We will charge You for supply of a handset, 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
Handset Recovery Fee	means the payment or fee We will charge You for supply of a handset, based on the Plan You are on at the time of disconnection, if You agree to sign up to a Postpaid Plan through our web site www.vodafone.com.au or over the phone and You do not connect to the Postpaid Plan within 30 days of being supplied a handset under that Postpaid Plan.
Included Calls Per Month	the Standard Calls (and other call types if specified by Your Plan) included in the Monthly Access Fee of Your Plan as set out in Your Plan Details
Included Data Per Month	the Data Services included in the Monthly Access Fee of Your Plan as set out in Your Plan Details
Included Services Per Month	the Services included in the Minimum Monthly Spend of Your Plan as set out in Your Plan Details
Included TXT Per Month	the TXT messages included in the Monthly Access Fee of Your Plan as set out in Your Plan Details
Insolvent	<ul style="list-style-type: none"> • if You are a natural person – You are declared bankrupt; • 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 public mobile telecommunications network overseas and to any fixed line phone connected to any public fixed line telecommunications network overseas.
International Roaming	using the Service in areas outside Australia in which there are networks operated by other suppliers with whom We have arrangements to allow

	You to use the Service on those networks
Kilobyte (KB)	means 1024 bytes
Material	data in any form which You send over the Vodafone Network, including voice, TXT messages, PXT™, Video PXT™ and includes any Content which You receive and subsequently forward to any other person
Megabyte (MB)	means 1024 Kilobytes
Minimum Monthly Spend	if applicable to Your Plan, the minimum monthly spend set out in Your Plan Details
Mobile Coverage Area	the Vodafone Coverage Area and the Non-Vodafone Coverage Area
Mobile Internet	means the internet accessed using the Data Services and Your Mobile Phone as described in Part 3 of Section 3 of these Standard Terms
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
Monthly Access Fee	if applicable to Your Plan, the monthly access fee, monthly cost, Upfront Monthly Fee, or Minimum Monthly Spend as set out in Your Plan Details
My Vodafone	the services We provide You via www.myvodafone.com.au . See Part 6 of Section 3 of these Standard Terms for more detail.
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
Network Services Application Form (NSA)	the application form for the Service for Postpaid Customers
Non-Vodafone Coverage Area	those parts of: <ul style="list-style-type: none"> • Australia which are not in a 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 Roam onto those networks
Numbering Plan	the numbering plan made by the ACMA under the Act
Parental Lock	tool to restrict access to Prohibited Content which is described in Part 5 of Section 3 of these Standard Terms
Paperless Billing	means the provision of Your bill in electronic format
Paper Bill	means the provision of a paper copy of Your bill setting out the charges
Pay-As-You-Go (PAYG)	means 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 the Vodafone website or available by contacting Customer Care

Plan	a Postpaid Plan or a Prepaid Plan
Plan Change Fee	means 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 set out in the product brochures available through Vodafone retail or dealer stores, or available by contacting Customer Care or by visiting the Vodafone website at www.vodafone.com.au . The terms and conditions of a Plan may be varied by Us from time to time in accordance with these Standard Terms.
Port	means 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 arrears 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	a Plan whereby 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
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 handset or device, at a rate that is higher than the rate otherwise charged under Your agreement for the type of call made, TXT or PXT™ sent or received. Premium services may involve making voice calls, sending a TXT or PXT™, or accessing a content "portal" like Vodafone Central. 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
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	a Plan whereby you Prepay for the Service and which is described as a prepaid plan, prepaid product or a similar expression in its Plan Details

Prohibited Content	<p>as defined in the <i>Telecommunications Service Provider (Mobile Premium Services) Determination 2005 (No. 1)</i> and means material:</p> <ul style="list-style-type: none"> • that has been classified X 18+ or RC by the Classification Board; or • that has not been classified by the Classification Board but, if it were to be, would likely be classified X 18+ or RC; <p>and in relation to which Vodafone will restrict access to persons over the age of 18 years using the Parental Lock, as defined in this Section 1 Dictionary.</p>
PXT™ Capable Phone	includes a handset or device specified by Us at www.vodafone.com.au to be compatible with PXT™
Recharge	means crediting Your 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 by an amount specified on the voucher
Related Body Corporate	means Vodafone Hutchison Australia Pty Limited and any company in which Vodafone Hutchison Australia Pty Limited owns more than 15% of the issued share capital. '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	means 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 Service in the Non-Vodafone Coverage Area
Satellite Charges	the charges for the use of the Satellite Services
Satellite Mode	the operation of a Dual Mode Phone such that it connects to and communicates directly with the Globalstar Network
Satellite Service	the mobile satellite telecommunications service provided using the Globalstar Network
Service	<ul style="list-style-type: none"> • if You are a customer, other than a Globalstar Customer, the digital public mobile telecommunications service as described in Section 3 and elsewhere in these Standard Terms which We provide You on the terms and conditions of Your agreement; or • if You are a Globalstar Customer, the Satellite Service incorporating the GSM Service which We provide You on the terms and conditions of Your agreement
Service Networks	the Vodafone Network and Globalstar Network
SIM Replacement Fee	the SIM Replacement Fee set out in Part 8 of Section 3 of these

Standard Terms

SIM Toolkit	TXT based Information and Entertainment Services accessed through SIM Toolkit on Your SIM Toolkit SIM using Your SIM Toolkit Capable Handset. STK services are ordered via the web, by calling a designated number or through commands using your SIM Toolkit Capable SIM and SIM Toolkit Capable Handset. Depending on the SIM Toolkit Service requested, Services are available as for a one-off purchase or on a subscription basis. The frequency and/or availability of SIM Toolkit Services will be determined by the Service selected.
SIM Toolkit Capable Handset	a handset specified by Us at www.vodafone.com.au to be compatible with SIM Toolkit
SIM Toolkit Capable SIM	a SIM which is pre-loaded by Us with the SIM Toolkit menu
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 Part 1 of Section 3 of these Standard Terms for more detail
Special Services	the features of the Service described in Part 5 of Section 3 of these Standard Terms
Standard Calls	<p>include:</p> <ul style="list-style-type: none">• 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, <p>but exclude, without limitation, calls to Special Numbers, calls to access Special Services or Value Added Services, video calls, and national and international roaming calls made when you roam on the public mobile telecommunications networks of other carriers in Australia and overseas.</p>
Standard PXT™	includes sending digital photos from Your PXT™ Capable Phone to any PXT™ Capable Phone connected to a public mobile telecommunications network in Australia, any Video PXT™ Capable Phone connected to selected mobile telecommunications networks overseas, and any email address, but excludes Premium Services, Vodafone Central and SIM Toolkit. If you have a PXT™ Capable Phone You can also receive digital photos from any PXT™ Capable Phone or email address. 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, Premium Services, Vodafone Central and SIM Toolkit services. A Standard TXT consists of up to a maximum of 160 characters. Also known as SMS.
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.

See Part 4 of Section 3 of these Standard Terms for more detail.

Standard Video PXT™	includes sending audio visual (video) messages using Your Video PXT™ Capable Phone to any Video PXT™ Capable Phone connected to any public mobile telecommunications network in Australia, any Video PXT™ Capable Phone connected to selected mobile telecommunications networks overseas, and any email address, but excludes, without limitation, Premium Services, Vodafone Central and SIM Toolkit services. If You have a Video PXT™ Capable Phone You can also receive audio visual (video) messages from any Video PXT™ Capable Phone or email address.
UMTS Capable Phone	a handset or other device specified by Us at www.vodafone.com.au to be compatible with the UMTS Service
UMTS Charges	the charges for use of the UMTS Service
UMTS Coverage Area	the geographic area in which You can access the UMTS Service
UMTS Service	the UMTS (Universal Mobile Telecommunications System) digital mobile service provided using the Vodafone Network (also referred to as 3G)
Unbilled Charges Balance	the total Charges which You have incurred in using the Service for which We have not yet billed You (only applicable if You Post Pay)
Upfront Monthly Fee	if applicable to Your Plan, the upfront monthly fee as set out in your Plan Details
Value-Added Services	the features of the Service described in Part 6 of Section 3 of these Standard Terms
Value Bundle	a Plan described as a Value Bundle
Video PXT™ Capable Phone	includes a handset or device specified by Us at www.vodafone.com.au to be compatible with Video PXT™
Vodafone Coverage Area	the geographic area within Australia where the Vodafone Network operates from time to time, refer to www.vodafone.com.au/coverage for the most up to date coverage maps
Vodafone Central	<p>the range of information and entertainment mobile services available on the Vodafone Central portal which you can access using Your Vodafone Central Capable Phone, including News, Sport, Weather, Scoreboard, Music, Tones, Games, Pics & Vids and My Vodafone.</p> <p>See Part 6 of Section 3 of these Standard Terms for more detail</p>
Vodafone Central Capable Phone	includes a handset or other device specified by Us at www.vodafone.com.au to be compatible with the Vodafone Central portal
Vodafone Network	<p>the mobile telecommunications networks and other systems:</p> <ul style="list-style-type: none">• owned or operated by Us or any other Related Body Corporate of Vodafone Hutchison Australia Pty Limited (ABN 76 096 304 620); and

- by which We supply You with Your Service.

If You are a Globalstar Customer, all references to the Vodafone Network in Section 2 of these Standard Terms are to be read as references to the Service Networks

Voicemail	the Special Service described in Part 5 of Section 3 of these Standard Terms
You and Your	a person who is Connected and either Post Pays or Pre Pays
Your Mobile Number	any number that We issue You
Your Mobile Phone	the mobile phone or other device containing Your SIM which is an Approved Standard Mobile Device
Your Plan	<p>the Plan applicable to You, being the Plan which you selected:</p> <ul style="list-style-type: none">• 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 a mobile phone or other device, enables You to use the Service
We, Us, Our and Vodafone	<p>if You Prepay for the Service - Vodafone Network Pty Limited ABN 31 081 918 461; or</p> <p>if You Post Pay for the Service - Vodafone Pty Limited ABN 76 062 954 554</p>

Section 2 – General Terms

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

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 sign;
 - (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 Vodafone website at www.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 MOBILE HANDSET AND DEVICE OFFERS WITH POSTPAID PLANS

2.1 Postpaid Plans (other than Month to Month, SIM Only Cap Contracts and Shared Business Contract Plans)

- (a) All references in this clause to “Postpaid Plan(s)” exclude Month to Month, SIM Only Cap Contracts and Shared Business Contract Plans (but include Single Business Contract Plans).
- (b) In consideration for You connecting to a Postpaid Plan, We will provide you with a preset reduction on the price of a selected mobile handset or device. The amount of this preset reduction is determined by Us from time to time but may be such that the mobile handset or device You select is \$0 upfront when you Connect to your selected Postpaid Plan.
- (c) Any mobile handset or device offers made by Us in connection with Postpaid Plans are only available when You Connect to a Postpaid Plan and cannot be redeemed for cash or as a credit against Your call, data or other Service costs with Us. These mobile handset and device offers are not available if you switch between Postpaid Plans during Your Commitment Period.
- (d) Any mobile handset or device offers made by Us in connection with Postpaid Plans are only available in relation to the range of mobile handsets and devices selected by Us from time to time.
- (e) If You or We terminate Your agreement with Us prior to the expiration of the Term of Your selected Plan, in addition to any Early Exit Fees that You may be liable for, We may also charge You a Handset Early Exit Fee for supply of the handset provided to You. Contact Customer Care for details.
- (f) If You agree to sign up to a Postpaid Plan through our web site www.vodafone.com.au or over the phone and You do not connect to that Postpaid Plan within 30 days of being supplied a handset under that Postpaid Plan, in addition to any Early Exit Fees that You

may be liable for, We may also charge You a Handset Recovery Fee for supply of the handset provided to You. Contact Customer Care for details.

3 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**).
- (b) Where a Variation occurs in relation to the terms of your agreement or the Charges, for Postpaid Customers, the Variation 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 in accordance with the *Telecommunications (Standard Form of Agreement Information) Determination 2003* (as amended).
- (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:
 - Service usage or network access charges (incurred up to the date on which the agreement ends); and
 - any other outstanding amounts that cover Mobile 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:
 - Service usage or network access charges (incurred up to the date on which the agreement ends); and
 - any other outstanding amounts that cover Mobile Payment Plan, installation costs or equipment (where such equipment can be used in connection with services provided by other suppliers).
- (f) If You Pre Pay and You have terminated Your agreement because You reasonably consider that a Variation We have made under this Clause 3 has caused more than a minor detriment to 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 reasonable for Us not to do so, having regard to the length of time between the notice being provided to You under clause 3(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.

4 CHANGING POSTPAID PLANS

- (a) All references in this clause to "Postpaid Plan(s)" exclude Month to Month.

- (b) 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 (charges may apply).
- (c) 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. Contact Customer Care for details (charges may apply).
- (d) 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, a Handset Exit Fee may also be payable. Contact Customer Care for details (charges may apply). If You have a Vodafone Central content subscription in place any remaining days/credit will be lost. Subscriptions will automatically continue but Prepaid customers will be charged at a higher retail price than Post-Pay.
- (e) You can ask Us to change or terminate Your Postpaid Plan by calling 1555 (charges may apply). 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 Handset Early Exit Fee). 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.
- (f) When switching from a Postpaid Plan to another Postpaid Plan or when terminating a Postpaid Plan, any unused credit is forfeited immediately.

5 THE SERVICE

5.1 Equipment and Access

- (a) Unless otherwise agreed with Us in writing, You may only access the Service with Approved Standard Mobile Devices and SIMs approved by Us. You must be connected to the Vodafone Network 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 Mobile Phone. Not all Approved Standard Mobile Devices have the features and functionality that are required to use all features of all Services.
- (c) We will not be responsible for any harm You suffer from a virus or other manipulating program which infiltrates Your Mobile Phone whether it was transmitted via the Services or otherwise and You remain responsible for all Charges for the Use of any Services activated by such virus or program.

5.2 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 Vodafone Network 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.

5.3 Coverage and Roaming

- (a) You agree only to use the Service in the Mobile Coverage Area. For more detailed information about the Mobile Coverage Area refer to www.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 Vodafone 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 Service may rely on the different capabilities of the Vodafone Network and You may not be able to access those Services if you are not in a coverage area for that specific Vodafone Network.
- (d) You will experience seamless handover between the different Vodafone Networks however there may be some impact on the Services that you are accessing at the time due to the different capabilities of the Vodafone Networks (refer to Section 3 of these Standard Terms for more information).
- (e) Roaming relies on the networks of other carriers over which Vodafone has no control. You agree that some features of the Service may not be available when You are Roaming and that Vodafone does not guarantee the quality and reliability of the Service when You are Roaming. To activate 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 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 3 of this Section 2.

5.4 Functionality

- (a) You agree that You understand that You or any other person using Your Mobile Phone may not be able to receive Content if:
 - Your Mobile Phone is not switched on at the time the Content is sent by the sender of the Content;
 - Your Mobile Phone or Your SIM is full of Content or otherwise has insufficient memory to enable it to receive the Content;
 - Your Mobile Phone does not have the necessary technical capability to enable it to receive the Content; or
 - Your Mobile Phone is not in a Mobile Coverage Area and/or if it requires coverage from a specific Vodafone Network, it is not in the specific Vodafone Network coverage area.
- (b) You agree that a person to whom You are sending Material may not be able to receive the Material if:
 - their mobile phone or other receiving device is not switched on at the time You send the Material;
 - their mobile phone or other receiving device has insufficient memory to enable it to receive the Material;
 - their mobile phone or other receiving device does not have the necessary technical capability to enable it to receive the Material;

- their mobile phone or other receiving device is not in an area where the mobile telecommunications network of their supplier provides coverage;
- the mobile telecommunications network of their supplier is congested or has faults or interruptions; or
- Your Mobile Phone is not in a Mobile Coverage Area and/or if it requires coverage from a specific Vodafone Network, it is not in the specific Vodafone Network coverage area.

5.5 Content and Material

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

- access, use, download and upload Content; or
- send Material,

will depend upon the features and functionality of Your Mobile Phone and the nature and quality of the Content being accessed or Material sent.

- (b) You acknowledge and agree that:

- We acquire Content from Content Providers and therefore We do not give You any assurance or comfort about the currency, availability, accuracy, security or quality of the Content provided by third parties;
- We do not provide any security (such as encryption) over any Content provided by third parties You access or Material You send other than as specified in Your agreement;
- We are not obliged to check the Content provided by third parties 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;
- 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;
- the Content and/or Content Providers may change at any time. These changes do not constitute a Variation of Your agreement; and
- 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:

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

(e) You acknowledge and agree that:

- We have implemented digital rights management (**DRM**) software to assist in the protection of the valuable intellectual property rights of our Content Providers and to ensure that the Content is not copied, published, re-distributed, re-communicated or commercially exploited in an unauthorised manner.
- 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.
- If Your Mobile Phone is damaged or lost or Your Mobile Phone is stolen, we are 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 will need to purchase the Content again.
- Where you have purchased Content and 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.

5.6 Calling Number Display

(a) 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 make a voice or data call to, unless You deactivate calling number display either:

- through a function on Your Mobile Phone (if it has the necessary technical capability); or
- on a call-by-call basis, by dialling 1831 before You dial a number.

(b) 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, PXT™ or Video PXT™ to, and that the sending of Your Mobile Number with TXT messages, PXT™ or Video PXT™ cannot be deactivated.

(c) 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), and that the sending of Your Mobile Number to the emergency call person and emergency services cannot be deactivated.

6 VODAFONE'S OBLIGATIONS

6.1 To provide the Service

We must supply You the Service on the terms and conditions set out in Your agreement and take all reasonable steps to ensure that You can receive the Service.

6.2 Numbering

- (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 17 of this Section 2.
- (e) If you Port a 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.

6.3 Mobile Handset and Device Blocking

- (a) You may ask Us to block Your Mobile Phone at the same time, or within one month after, You advise Us that Your Mobile Phone 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:
 - make or receive voice calls (except calls to emergency "000" and "112" numbers); or
 - send or receive TXT messages, PXT™, Video PXT™ or Content.
- (b) We must block Your Mobile Phone upon such a request by You. However, We will not block Your Mobile Phone where:
 - to Our knowledge, the mobile handset or device shares an international mobile equipment identity (**IMEI**) number with another mobile handset or device Connected to the Vodafone Network; or
 - to do so would adversely impact upon another person's use of the Service in good faith.

We will tell You if We will not block Your Mobile Phone.

- (c) We must, upon Your request:
 - unblock Your Mobile Phone that You previously requested Us to block; or
 - unblock Your Mobile Phone where it has been blocked as a result of Us blocking another customer's mobile handset or device with which it shares the same international mobile equipment identity (**IMEI**) number,

provided that You have lawful possession of Your Mobile Phone.

- (d) You agree that mobile handset and device 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:
- blocked and the time that the block is put in place, or
 - unblocked and the time that the block is removed.
- (e) We may block any mobile handset or device that You use on the Vodafone Network that is not an Approved Standard Mobile Device. We may also block any mobile handset or device that We reasonably believe (based on Your usage pattern) that You are using to resell the Service. This will mean that the mobile handset or device is not able to be used on the Vodafone Network (except calls to emergency "000" and "112" numbers).

6.4 Handset Locking

We may lock a mobile handset or device to the Vodafone Network. The effect of locking a mobile handset or device to the Vodafone Network is that the mobile handset 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 mobile handset 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 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 3 of this Section 2, You have terminated Your agreement because we are in serious breach of it, or We have terminated Your agreement under clause 13.5 of this Section 2.

6.5 Number Blocking

We may limit or block Your or Our 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:

- (a) 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
- (b) any action, claim, demand, cost, expense, loss, damage or other detriment (whether financial or not); or
- (c) the Service being used in a manner contrary to Our offers.

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

If We limit or block access under this clause, We may be required to notify You as set out in clause 3 of this Section 2.

7 YOUR OBLIGATIONS

7.1 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:
- You; or
 - another person (with or without Your knowledge and/or consent).

(Refer to clause 13.2 of this Section 2 regarding requesting a suspension if Your SIM has been lost or stolen.)

7.2 Obligations regarding use of the Service

- (a) You must, and must ensure that any other person who uses the Service via Your Mobile Phone or Your SIM must:
- only use the Service in accordance with Your agreement or otherwise in a manner approved by Us;
 - comply with all laws, regulations and guidelines concerning use of the Service;
 - co-operate with Us and give Us any information We may require from You from time to time in relation to the Service;
 - follow Our reasonable instructions regarding the use of the Service; and
 - 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, and must not allow any other person who uses the Service via Your Mobile Phone or Your SIM to use the Service (or any of its features) for a purpose, or in a way, which:
- is improper, immoral or fraudulent;
 - contravenes any applicable laws, regulations, or industry codes, standards, content requirements or statements;
 - infringes any person's intellectual property rights; or
 - restricts or interferes with any other person's use of the Service or the Vodafone Network.
- (c) You must not, and must not allow any other person who uses the Service via Your Mobile Phone or Your SIM to:
- resell, distribute or reproduce any part of the Service;
 - operate a contact centre or telemarketing business;
 - use Your SIM or any other SIM provided by Us in a SIM box, gateway device or other similar device;
 - make use of the Service or the Vodafone Network without charge, when a charge is normally payable;
 - continue to exploit the Service in a manner contrary to our offers, after receiving 48 hours notice from Us;

- continue to use call diversion lines or message forwarding/transformation services after receiving 48 hours notice from Us;
 - use calling line identification or information derived from calling line identification except in accordance with the Act; or
 - disclose to any person any Confidential Information provided by Us.
- (d) Where We state that a particular Plan is not to be used for commercial purposes, You must only use the Plan for the purpose of making calls for Your own personal use and not for any commercial purpose, including:
- any calls made for a business;
 - operating a contact centre or telemarketing business;
 - using Your SIM or any other SIM provided by Us in a SIM box, gateway device or other similar device;
 - reselling, distributing or reproducing any part of the Service; or
 - other similar activities.

7.3 Obligations regarding Material

- (a) You must not, and must not allow any other person to use the Service (or any of its features) via Your Mobile Phone or Your SIM to send or make available Material which:
- is indecent, obscene, pornographic, offensive, racist, menacing, illegal or confidential;
 - defames another person;
 - harasses or abuses another person or violates their privacy (including, by sending unreasonable amounts of unsolicited or unwanted material);
 - contravenes any applicable laws, regulations, or industry codes, standards, content requirements or statements; or
 - 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 from Your Mobile Phone have consented to the Material being sent and any adaptation which may result from it.

7.4 Obligations regarding Content

You must:

- comply with any rules imposed by a Content Provider whose Content You access using the Service;
- 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

- 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.

7.5 Obligations regarding Your SIM

You must:

- keep Your SIM safe and in good condition;
- not sell, distribute or reproduce Your SIM;
- 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
- notify Us immediately if Your SIM is lost, stolen or damaged.

7.6 Obligations regarding email address for bills

Subject to clause 10.2, You must provide Us with a valid email address to send your bills to, and You must notify Us of any changes to that email address.

7.7 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 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 made by anyone who is able to quote Your Account Password in relation to Your Service.
- (c) You must keep Your Account Password confidential at all times and stored in a safe place.
- (d) We reserve the right to decline access to the account if we consider the person quoting the Account Password is not You or someone authorised by You to have access, but we have no obligation to do so, or make further enquiries if Your Account Password is quoted.

8 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 3 above, 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.

9 HOW MUCH WILL YOU BE CHARGED FOR THE SERVICE?

9.1 Charges for Use of the Service

We will charge You the Charges for Your use of the Service which are set out in the Plan Details for Your Plan. We will also charge You:

- the miscellaneous charges set out in Part 8 of Section 3 of these Standard Terms (where applicable);

- charges for Your use of the Service which are set out in Section 3 of these Standard Terms; and
- 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.

9.2 Types of Charges

The types of Charges include:

- a Monthly Access Fee, also known as the monthly cost of Your Plan, a Minimum Monthly Spend or Upfront Monthly Fee which, unless otherwise specified in Your Plan, We will charge You monthly in advance;
- charges for Your use of each feature of the Service which, unless otherwise specified in Your Plan, We will charge You in arrears; and
- miscellaneous charges which We will charge You in arrears (for example, reverse calling charges, insurance charges associated with a mobile handset or device, or charges for Paper Bills (unless you are a disabled customer)). Go to Section 3 of these Standard Terms for details.

9.3 Included Calls, Included TXT, Included Data and Included Services Per Month

If Your Plan states that there are:

- a certain amount of Included Calls Per Month; and/or
- a certain amount of Included TXT Per Month; and/or
- a certain amount of Included Data Per Month; and/or
- a certain amount of Included Services Per Month,

in addition to charging You the Monthly Access Fee, also known as the monthly cost of your Plan, a Minimum Monthly Spend or Upfront Monthly Fee, We will only charge You for:

- any calls You make that month in excess of the Included Calls Per Month;
- any TXT messages You send that month in excess of the Included TXT Per Month;
- any data You Use that month in excess of the Included Data Per Month; and
- any services You use that month in excess of the Included Services Per Month.

9.4 Included Calls, Included TXT, Included Data and Included Services in Monthly Access Fee, also known as a Minimum Monthly Spend or Upfront Monthly Fee, not carried forward to next month

For all Postpaid Customers, You agree that:

- (a) only Standard Calls qualify as Included Calls Per Month, except where Your Plan states that other call types may also qualify; and
- (b) if, in any month, You have not:

- made an amount of calls equal to the Included Calls Per Month; or
- sent an amount of TXT messages equal to the Included TXT Per Month; or
- used an amount of data equal to the Included Data Per Month; or
- used an amount of services equal to the Included Services Per Month,

the balance of the Included Calls Per Month and/or the Included TXT Per Month and/or the Included Data Per Month and/or Included Services Per Month will not be carried forward to the next month. You will forfeit those Included Calls, Included TXT, Included Data and Included Services.

9.5 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.

9.6 Variations in Charging due to Adaptations of Content and Material

You agree that, due to any Adaptations to Content and Material We may make in accordance with clause 5.5(c) of this Section 2:

- the size of any Content You receive may be substantially different from that being sent to You; and
- the size of any Material You send may be substantially different from that which is received by the person to whom You are sending it.

You agree that, unless Your Plan Details or Section 3 of these Standard Terms states otherwise, We will charge You in respect of:

- the size of the Content actually received by Your Mobile Phone; and
- the size of the Material actually delivered to the mobile phone or other receiving device of the person to whom You are sending the Material.

9.7 Changes to Charges for International Calls and International Roaming

Our Charges for:

- International Calls; and
- 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 www.vodafone.com.au to find out the current Charges for International Calls and International Roaming.

To avoid doubt, if We make a change under this clause 9.7, the change does not constitute a Variation under clause 3 of this Section 2.

9.8 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 www.vodafone.com.au.

10 HOW DO YOU PAY FOR THE SERVICE IF YOU ARE A POSTPAID CUSTOMER?

10.1 How will You be charged if You are a Postpaid Customer?

- (a) Subject to paragraph (e) below, when You choose any of the Postpaid Plans (including Month to Month Plans) You will be allocated to a bill cycle shortly after You Connect. When you choose a combined service, such as a voice and data plan you will receive one bill.
- (b) Your Minimum Monthly Spend/Upfront Monthly Fee 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 3 of this Section 2, You terminate Your agreement because we are in serious breach of it, or We terminate Your agreement under clause 13.5 of this Section 2.
- (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/Upfront Monthly Fee 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 calls You make or additional or excluded services You use during that initial period. Once you commence your full monthly billing period, the one month credit expiry period will apply.
- (e) When You choose a Cap You will be allocated to a bill cycle shortly after You Connect. Your Monthly Access Fee or Minimum Monthly Spend and any additional call usage charges (including the cost of Your Cap) are billed at the end of each monthly billing period in arrears. Once allocated to a bill cycle, You will receive a first bill within 1 to 7 days to cover that period. As You will have not commenced Your first full billing period, Your Monthly Access Fee or Minimum Monthly Spend will be billed on a pro rata basis. You will also be charged for any excluded calls You make or excluded Services you use during that initial period, and for included calls, if the cost of those included calls is above Your pro rated Monthly Access Fee or Minimum Monthly Spend but below the cost of Your Cap. Once the cost of Your included call usage reaches between the cost of Your Cap and the credit awarded with Your Cap, You will be charged the cost of Your Cap, and for any excluded calls, for that first 1 to 7 day period.
- (f) 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 190 days from the date You incurred the Charge unless We are permitted to do so by a relevant industry code.
- (g) The value that is awarded with Your chosen Plan will appear on Your bill as a credit. Actual call charges may vary on Your statement as each call charge is rounded up to the nearest cent before GST is applied.
- (h) If you terminate an agreement with one of Our Related Bodies Corporate in order to Connect with Us and you overpay your account with that Related Body Corporate , this

overpayment will be automatically transferred to Your Vodafone account within 120 days of the date you cancelled your account with that Related Body Corporate.

- (i) Any amounts transferred to Your Vodafone account in accordance with clause 10.1(h) will be used to pay any outstanding amounts You owe Us under Your agreement or any amounts that become payable to Us under Your agreement.
- (j) Vodafone Hutchison Australia Pty Limited, a Related Body Corporate, may receive and collect money and issue tax invoices for and on behalf of Us.

10.2 How will We bill You?

Unless You are a disabled customer or are Connected to a Single or Shared Business Postpaid Plan, we will issue You with electronic bills via My Vodafone. Vodafone does not provide paper bills free of charge except in special circumstances (excluding disabled and disadvantaged customers). See Part 8 of Section 3 of these Standard Terms for details of the Charge for a paper bill.

10.3 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 and customers Connected to a Single or Shared Business Postpaid Plan). See Part 8 of 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.

10.4 How often will We bill You?

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

10.5 How can You pay Your bills?

Your bill will indicate the ways in which You are able to pay the bill. Depending on Your selected Plan, Direct Debit may be the default billing option.

You may authorise Us to directly debit the amount of each bill from Your credit card or bank account, details of which You provide Us with in Your Network Services Application Form (NSA) or by contacting Us at any time. If you are on selected Postpaid Plans and You do not authorise Us, or You cancel Your Authority for Us, to directly debit Your credit card or bank account, an additional charge will apply. See Part 8 of Section 3 of these Standard Terms.

10.6 By when must You pay Your bills?

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. You must pay each bill in full by the due date nominated by Us on the bill.

10.7 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 or by calling Us.

10.8 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 Mobile Phone 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.

11 HOW DO PREPAID CUSTOMERS PAY FOR THE SERVICE? (INCLUDING AUTO RECHARGE)

11.1 Becoming a Prepaid Customer

Whenever You become a Prepaid Customer by:

- purchasing or being provided with a Prepaid Pack and either phoning Us on 1555 from Your Mobile Phone or accessing Our website www.vodafone.com.au to register/activate; or
- switching from a Post Paid Plan to a Prepaid Plan,

We will create a personal Prepaid Account for You.

11.2 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 have incurred. 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.

11.3 How do You Recharge Your Prepaid Account?

You may Recharge Your Prepaid Account at any time by:

- 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;
- registering Your credit card online or by calling 1555 and recharging with Your selected recharge amount from time to time;

- 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;
- 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.

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.

11.4 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.

11.5 Can You still use the Service when Your Prepaid Account Balance is zero?

You may use the Service to receive calls and to call 000, 112 or Customer Service for a period of 395 days from the time You last recharged Your Prepaid Account even if, during that time, Your Prepaid Account Balance becomes zero. We may Disconnect the Service if You fail to Recharge Your Prepaid Account within 395 days after You last recharged Your Prepaid Account.

11.6 No bills while You are a Prepaid Customer

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.

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

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.

11.7 Prepaid Customer Loyalty Program

Vodafone may automatically register Prepaid Customers of its choice for its Prepaid mobile loyalty program "Bonus Bank" from time to time. If You are automatically registered for Bonus Bank You will receive a text confirming that You are a Bonus Bank member. If you do not wish to be a Bonus Bank member, all you have to do is TXT 'stop' to 126687 from your phone. You will receive a second message to confirm the cancellation of your account, to which you must TXT 'stop' again. If You tell Us that You do not want to be a Bonus Bank member, any unused Bonus Bank dollars which have accrued to your Bonus Bank account will expire as and from the date You notify Us and You will not be able to use those Bonus Bank dollars. The terms and conditions for Bonus Bank are available at www.vodafone.com.

12 TERM OF YOUR AGREEMENT, SUSPENSION AND EARLY TERMINATION PAYMENTS

12.1 Term – when Your agreement starts and ends for customers who Post Pay

(a) For customers who Post Pay, subject to clauses 12.1(b), 12.1(c) and 12.1(d) below, Your agreement starts at the earlier of:

- when You apply for the Service and accept verbally or in writing to the terms and conditions set out in Your agreement (and We accept your application); or
- when You are first Connected,

and ends at the earlier of:

- termination by You or Us in accordance with Your agreement (refer to clause 13 of this Section 2 of these Standard Terms); or
- the expiry of Your Commitment Period (if applicable) and subsequent termination or disconnection by you.

(b) For the avoidance of doubt, Your agreement with Us, including Your obligation to pay any applicable Early Termination Payment, commences in accordance with clause 12.1(a), but Your Service and Your Commitment Period will not commence until you are Connected.

(c) For the avoidance of doubt, 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.

(d) If you are an existing Postpaid Customer and You switch/Connect to a Postpaid Plan, Your agreement with Us (including Your obligation to pay an Early Termination Payment) 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.

(e) If You are an existing Prepaid Customer and You switch/Connect to a Postpaid Plan, Your agreement with Vodafone (including Your obligation to pay an Early Termination Payment) 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.

12.2 Term – when Your agreement starts and ends for Prepaid Customers

(a) 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 13 of this 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.

12.3 Suspension of Your Commitment Period – Postpaid Customers within their Commitment Period

- (a) You may suspend the Commitment Period of Your Postpaid Plan for between 1 to 3 months by calling Customer Care.
- (b) Suspension of the Commitment Period of Your 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 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 Postpaid Plan.

12.4 Early Termination Payment for termination during Your Commitment Period

Subject to clauses 3 and 4 of this Section 2, You agree that, if Your agreement is terminated during Your Commitment Period by either:

- You (except where We are in serious breach of Your agreement); or
- 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 13.4(b), or in the circumstances set out in clause 13.4(d)),

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 outstanding mobile handset payments and any call costs which have been incurred prior to the termination date.

If You terminate Your agreement under clause 3 of this Section 2 or You terminate Your agreement because we are in serious breach of it, we will not charge You an Early Termination Payment.

13 SUSPENSION OF THE SERVICE AND TERMINATION OF YOUR AGREEMENT

13.1 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).

13.2 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.

13.3 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:

- Your previous daily Charges;

- Your unbilled Charges total; and
- 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.

13.4 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 13.4(b), (c) and (d) below immediately (and without notice):

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

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

- 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 as permitted by this agreement);
- if You have breached any of the provisions of clause 7.2(c) and 7.2(d);
- if You fail to pay Us the Charges, provided that We will not terminate the 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;
- 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;
- if You access the Service with a mobile handset or device other than an Approved Standard Mobile Device (without Our agreement in writing) or with a SIM that We have not approved;
- if You Port Your Mobile Number from the Vodafone Network to the network of another carrier in which case:
 - We must comply with Our obligations under the Act and the Numbering Plan in relation to mobile number portability; and
 - You will be responsible for any costs incurred in Porting Your Mobile Number;
- if You do not use Your Service for more than 12 calendar months;
- 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;

- if We have reasonable grounds to believe that your communications with 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;
 - 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;
 - if We cannot supply the Service to You because of a Force Majeure Event;
 - 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
 - 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:
- 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;
 - the Service (or any feature of it) is being used to commit unauthorised, criminal or unlawful activities;
 - 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;
 - You have engaged in fraudulent activities in relation to the Service (or any feature of it); or
 - 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:
- We are required to do so by a regulatory authority such as ACMA; or
 - We are required to do so by the law, or a law enforcement agency.
- (e) We can suspend or limit the Service:
- if a threat or risk exists to the security of the Service or the integrity of the Vodafone Network; or
 - 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 13.4(h) of this Section 2, We can suspend the Service for a reasonable period for maintenance, repair or similar operational reasons.

- (h) Nothing in clause 13.4(g) of this Section 2 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.

13.5 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):

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

13.6 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:

- (a) 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 of this Section 2. We will charge You for all Charges You incur (including the Monthly Access Fee) up to the date of Disconnection from the Service in addition to any Early Termination Payment.
- (b) if You are a Prepaid Customer - immediately upon You notifying Us that You wish to terminate Your agreement.

14 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).

15 CONSEQUENCES OF TERMINATION

On termination of Your agreement:

- We will:
 - stop providing You the Service and Disconnect You; and
 - if you are a Postpaid Customer, send You a final bill for all accrued and outstanding Charges;
- You will no longer have the right to use the Service;
- You will no longer have the right to use Your Mobile Number, unless You have Ported the Mobile Number to another Carrier; and
- 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 13.5 of this Section 2 or where we are required to refund the remaining credit in Your Prepaid Account in clause 3(f) of this Section 2).

16 OBLIGATIONS ON TERMINATION

16.1 Your obligations on termination

If Your agreement is terminated, you must:

- 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
- return to Us Your SIM, together with any other 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; and

16.2 Our obligations on termination

If your agreement is terminated, we must:

- 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;
- if You are a Postpaid Customer and You have terminated Your agreement under clause 3 of this Section 2, You have terminated Your agreement because we are in serious breach of it, or We have terminated Your agreement under clause 13.5 of this Section 2, we will also refund a pro-rata portion of any Minimum Monthly Spend/Upfront Monthly Fee paid in advance;
- 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 13.5 of this Section 2, on receiving a request from You, We will refund the fair value of any unused credit in Your Prepaid Account;
- 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.

17 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 Postpaid 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.

18 USE OF BLACKBERRY® DEVICES

- (a) The terms and conditions set out in this clause relate to any use of a BlackBerry® device under Your agreement.
- (b) 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 such as Vodafone Central this will attract additional charges outside the included BlackBerry® data allowance. Included BlackBerry® Data awarded can be used to browse Vodafone Central (but not to download or purchase Vodafone Central content) and access any webmail account supported by BIS (including Yahoo!, Hotmail, Gmail and Pop3/IMAP). Included Data awarded does not include access to Compass; Pocket Life; Vodafone Central purchases and downloads 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 handhels as authorised by Vodafone and RIM.
- (c) The functionality available on authorised handhels which contain BlackBerry® connect software differs from the functionality available on BlackBerry® Built-In handhels.
- (d) 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.
- (e) 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.

19 PERSONAL INFORMATION

19.1 Collection

We and/or Our agents and service providers may collect personal information about You for the primary purpose of providing You the Service. If You do not provide personal information to Us, We will not be able to provide the Service to You.

19.2 Use

- (a) 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 (including for billing purposes).
- (b) We may also undertake market and product analysis based on Your use of the Service.
- (c) We may contact You or send You information about new developments, products, services and special offers by post, telephone, or by any form of electronic message (including TXT, PXT™, Video PXT™, email, WAP and the world wide web). We may use any email address or other personal information you provide to us at any time for this purpose.
- (d) 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.

- (e) 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.

19.3 Access and Correction

If You request (in writing), We will:

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

in accordance with Our privacy policy (which You can view at Our Website) and the *Privacy Act*.

19.4 Disclosure

- (a) You agree that We may receive and disclose personal information or documents about You from or to:
 - credit providers or credit reporting agencies for purposes permitted under the *Privacy Act*;
 - law enforcement agencies to assist them in the prevention of criminal activity;
 - other providers of telecommunications services and financial institutions if we suspect or are seeking to prevent or investigate fraud, including where You Port your number to or from Us and that information is required to prevent or investigate fraud; or
 - Our service and Content Providers, dealers and agents, or any company within the Vodafone group 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.

- (b) We may also transfer Your personal information to a recipient outside Australia in any other ways permitted under the *Privacy Act 1988* (Cth). We will ensure that any recipient of the information outside Australia will appropriately safeguard the information provided to them.
- (c) We may disclose personal information about You to other third parties if required by law or if We are permitted to make such disclosure under the *Privacy Act* or other legislation, including by providing your name, address, telephone service number and other public number customer details for inclusion in the Integrated Public Number Database as required for emergency services, law enforcement and other approved purposes. We may also disclose personal information about You to third parties who agree with Us to keep personal information about You confidential. In all other circumstances, We will not disclose personal information about You without Your consent.

- (d) We recommend that You do not disclose to any person any security number, password or other identifier issued by Us (including but not limited to Your enquiry number, barring number or personal identification number). You acknowledge that We may disclose Your personal information to any person that provides Us with Your security number, password or other identifier.

19.5 Acknowledgment

You acknowledge and agree that any calls You make to our customer call centres may be monitored and/or recorded for quality assessment purposes.

19.6 Privacy Policy

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 19 and in accordance with Vodafone's privacy policy which can be found at www.vodafone.com.au.

20 LIABILITY AND INDEMNITY

20.1 Implied terms and Our liability to You – goods and services supplied before 1 January 2011

- (a) This clause 20.1 sets out Our liability to You in relation to any goods and services We supplied to You before 1 January 2011. In relation to goods and services supplied to You on or after 1 January 2011, see clause 20.2.
- (b) The *Trade Practices Act 1974* (Cth) implies certain terms into Your agreement. This occurs 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 implied terms are that the goods:
- must be of merchantable quality;
 - fit for the purpose or task You intended provided that the purpose is obvious or You made it known to Us before purchase;
 - match the description or sample that You were provided; and
 - be free from faults (unless we made those faults known to You before purchase).

With respect to services, these implied terms include that the services will be rendered with due care and skill and that any materials supplied in connection with those services will be fit for the purpose or task You intended provided that the purpose is obvious or You made it known to Us before purchase. Similar terms are implied by State legislation. These implied terms give You rights against Us that we cannot limit or exclude, subject to Clause 20.1(c).

- (c) Where the goods or services supplied to You are not of a kind ordinarily acquired for personal, domestic or household use, Our liability for breach of the implied terms referred in Clause 20.1(b) (other than implied terms as to title, encumbrances and quiet possession in relation to goods supplied to You, which We cannot limit) is limited to doing one or more of the following:
- in the case of goods,
 - the replacement of the goods or the supply of equivalent goods;

- the repair of the goods;
- the payment of the cost of replacing the goods or acquiring equivalent goods; or
- the payment of the cost of having the goods repaired; and
- in the case of services,
 - the supply of the services again; or
 - the payment of the cost of having the services supplied again.
- (d) We cannot limit Our liability as set out in 20.1(c) above if You establish that it would not be fair or reasonable for Us to do so.
- (e) Except as provided in clause 20.1(c), nothing in Your agreement excludes, restricts or modifies rights which You may have under the *Trade Practices Act 1974* (Cth) or other legislation to the same effect in respect of terms implied into Your agreement.

20.2 Consumer guarantees and Our liability to You – goods and services supplied on or after 1 January 2011

- (a) This clause 20.2 sets out Our liability to You in relation to any goods and services supplied to You on or after 1 January 2011. In relation to goods and services supplied to You before 1 January 2011, see clause 20.1.
- (b) 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.

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 20.2(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.

This clause 20.2(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:
- in the case of goods,
 - the replacement of the goods or the supply of equivalent goods;
 - the repair of the goods;
 - the payment of the cost of replacing the goods or acquiring equivalent goods; or
 - the payment of the cost of having the goods repaired; and
 - in the case of services,
 - the supply of the services again; or
 - the payment of the cost of having the services supplied again.
- (e) We cannot limit Our liability as set out in clause 20.2(d) if You establish that it would not be fair or reasonable for Us to do so.
- (f) Except as provided in clause 20.2(d), nothing in Your agreement excludes, restricts or modifies rights which You have under the *Australian Consumer Law* in respect of the consumer guarantees.

20.3 Other matters and Our liability to You

All of the provisions of this clause 20.3 are to be read subject to the provisions of clause 20.1 and 20.2.

- (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:
- You or any other person using the Service or any of its features for any purpose (including a purpose in breach of Your agreement);
 - You or any other person accessing or using Content or doing anything on the basis of the Content;
 - You using the Content in a manner or for a purpose that is not authorised or otherwise permitted by Your agreement or the Content Provider;

- any person accessing or using Material You send or doing anything on the basis of Material You send;
 - 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;
 - Us Adapting any Content or Material to enable it to be received or sent (which under clause 5.5(c) of this Section 2 You agree We may do as We reasonably determine);
 - You not receiving any Content, or a delay in You receiving any Content You have requested;
 - any person to whom You send or attempt to send Material not receiving the Material, or a delay in that person receiving the Material;
 - Your handset becoming blocked by reason of it sharing an international mobile equipment identity number with another customer's handset which We have blocked;
 - 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;
 - any loss or damage to the extent that the loss or damage is caused by You; or
 - the loss of or any damage to Your handset after it has left our possession.
- (c) Subject to paragraph (d) below, Our liability to You for any breach of Your Agreement, (other than the breach of a term referred to in clause 20.1 or a breach of a guarantee referred to in clause 20.2) or otherwise, will not be more than the total Charges paid by You under this Agreement:
- during the 6 month period prior to Your claim; or
 - 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.

20.4 You indemnify Us

- (a) You indemnify Us (that is, We can make You pay for) any loss or damage We suffer caused by the inappropriate use of the Service or the Vodafone Network by You.
- (b) This indemnity does not apply to any loss or damage that We have caused, including by reason of the breach of a term implied into Your agreement by the *Trade Practices Act 1974* (Cth) or other legislation to the same effect, or by reason of the breach of a guarantee set out in the *Australian Consumer Law*.
- (c) Your obligations under this indemnity will continue despite:
 - the termination of Your agreement; or

- the occurrence of any other thing,
- until all monies You owe Us have been paid in full.

21 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:

- 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
- sending a TXT message to Your Mobile Phone.

22 MISCELLANEOUS TERMS

22.1 Assurances

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

- You have provided full and accurate personal information to Us in connection with Your agreement;
- You have full power and authority to enter into Your agreement; and
- 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:

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

22.2 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.

22.3 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 will be liable to pay a \$50 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):

- transfer Our rights and obligations under Your agreement to anyone else (if We transfer Our rights to a third party other than another company that shares the same parent company as Us, We will notify You); or

- temporarily or permanently get anyone else to perform Our obligations under Your agreement on Our behalf.
- (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).

22.4 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:

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

22.5 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.

22.6 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.

22.7 Commission

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

22.8 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**

Charges may apply for the above services – check Your Plan and Section 3 of these Standard Terms for details.

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.