



Vodafone's Standard Terms for the Supply of Services

Sections 1 and 2 – Dictionary and General Terms

This version applies from 7 October 2020

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Introduction

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

These Standard Terms are made up of the following sections:

Section 1 – Dictionary – which sets out the words that have a special meaning in Your agreement;

Section 2 – General Terms – which sets out the terms and conditions that apply to the Service;

Part A: Terms applicable to all Services

Part B: Additional terms specific to Mobile Services

Part C: Additional terms specific to NBN Services

Section 3 – Description of Service Features and Charges – which describes the Service and its features and sets out some of the applicable charges:

Part A: Mobile Service

Part B: NBN Service

Part C: Charges applicable to all Services

Section 4 – Fair Use Policy – which sets out the fair use policy that applies to Your use of the Service; and

Section 5 – Terms and Conditions for Mobile Payment Plan and Accessories Payment Plan – which sets out the specific terms that apply when you purchase a Mobile Device or Accessory on a payment plan.

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

We will supply a Service, Approved Device or Accessory to You; and

You may use a Service provided by Us.

Section 1 - Dictionary

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

Account PIN	means Your PIN number or password to be used by You to access, make changes to, or make enquiries related to Your Vodafone account. This includes, as applicable, Your Customer Account PIN, Installed Asset PIN and Billing Account PIN.
ACMA	the Australian Communications and Media Authority
Accessory	Vodafone approved accessories purchased by You under an Accessories Payment Plan set out in Section 5 of these Standard Terms
Act	the Telecommunications Act 1997 (Cth)
Adapt or Adaptation	includes converting a video message into a series of still images, removing all or part of the Content or material or inserting a link into a portal based presentation of the Content or material
Approved Device	a Mobile Phone, modem or other device on the list of devices published on vodafone.com.au as approved devices to be used with a Service. We may amend this list by adding or withdrawing devices
Auto Recharge	You may choose for your Prepaid Account to be automatically Recharged from a registered credit or debit card. This service is called "Auto Recharge"
Carriage Service Provider	has the meaning given in the Act
Carrier	has the meaning given in the Act
Charges	the amounts we charge for a Service and other fees applicable to your account
Commitment Period	if applicable, the minimum fixed contract term or commitment period of a Postpaid Plan as set out in its Plan Details, but excludes a Month to Month commitment period. Commitment Period is sometimes referred to as 'Contract Term', 'Minimum Contract Term' or 'Plan Term'
Compatible Modem	a modem which meets the specifications as published on vodafone.com.au, and deemed compatible to be used with a NBN Service on applicable NBN Plans. We may amend these specifications from time to time as required
Confidential Information	all confidential information about the Service, Us, Our related entities, Our suppliers, the Vodafone Network, or You, which is or has been disclosed under or in connection with Your agreement or learnt in the performance of Your agreement, other than any of that information which: <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	when Your Service becomes active. For NBN Services, this is when service is operational on the National Broadband Network
Consequential Loss	any loss which is: indirect, consequential, incidental or special; a loss of revenue; a loss of profits; a loss of anticipated savings; a loss of goodwill; a loss of data; or any loss in connection with a claim of third party
Content	any data, information, images, graphics, video, audio application or service which may be received or accessed using the Service
Content Provider	any party (including a third party) who supplies Content
Customer Authorisation Form	a form authorising Your Mobile Number to be ported to Us from another mobile telecommunications provider or from Us to another mobile telecommunications provider
Customer Care	Our customer service operations
Data Services	data services provided as part of the Mobile Service described in Your Plan Details.
Dictionary	Section 1 of these Standard Terms which sets out the words that have a special meaning

Disconnect or Disconnected	disconnect or disconnected from a Service
Early Exit Fee	the payment or fee We will charge You, based on the Plan you are on at the time of disconnection, if, subject to the terms of Your agreement, You or We terminate Your agreement with Us prior to expiration of Your Commitment Period
Early Termination Payment	the Early Exit Fee and any outstanding mobile phone or device payments We may charge You, if You do not connect or remain connected to Your selected Postpaid Plan for Your Commitment Period.
Fair Use Policy	the Fair Use Policy is the terms and conditions set out in Section 4 of these Standard Terms
Flagfall	means the amount charged by Us for initiating a voice or video call, also known as a connection fee, and which is charged in addition to the amount charged by Us for the duration of the voice or video call
Force Majeure Event	<p>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:</p> <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)	is 1024 Megabytes.
Insolvent	<ul style="list-style-type: none"> • If You are a natural person -You are declare bankrupt; or • if You are a company – a receiver, liquidator, provisional liquidator or administrator is appointed to You, You enter into an arrangement with Your creditors or a class of Your creditors, You become unable to pay Your debts when they are due, or You are wound up
International Calls	include calls to and from Your Mobile Phone to any telephone number connected to any public telecommunications network outside of Australia
International Roaming	using Your Mobile Service outside of Australia when connected to a network operated by other suppliers with whom We have arrangements to allow You to use the Service on those networks
Kilobyte (KB)	is 1024 bytes
Megabyte (MB)	is 1024 Kilobytes
Minimum Monthly Spend	if applicable to Your Plan, the minimum monthly spend set out in the Plan Details. This can also be referred to as a monthly access fee, monthly plan fee or minimum monthly charge
Mobile Coverage Area	the Vodafone Coverage Area and the Non-Vodafone Coverage Area for Mobile Services as it may change from time to time
Mobile Number	any number that We issue to You
Mobile Phone	a mobile phone or other device (such as a tablet, wifi hotspot or USB modem) which uses a SIM and which is an Approved Device and can be used to access Our Mobile Service
Mobile Service	the mobile telecommunications service provided by Us to You for use in the Mobile Coverage Area
Month to Month	a way of connecting to Vodafone to use the Service where You are a Postpaid Customer and you have a month-to-month contract or plan with Us
My Vodafone	the mobile application or website at myvodafone.com.au, where You can access your information and account
National Roaming	using the Service in those parts of Australia which are not in a Vodafone Coverage Area and in which there are networks operated by other suppliers with whom We have arrangements to allow You to use the Service on those networks

NBN	NBN Co Limited (ABN 86 136 533 741) and its Related Bodies Corporate, officers, personnel, agents, contractors and sub-contractors
NBN Service	a broadband internet service provided by Us to You over the National Broadband Network
Network Services Application Form (NSA)	a form used to apply for Services, usually for Postpaid Customers
Non-Vodafone Coverage Area	those coverage areas for the Mobile Service in: <ul style="list-style-type: none"> • Australia, which are not the Vodafone Coverage Area; and • the rest of the world, where there are networks operated by other suppliers with whom We have arrangements to allow You to use those networks
Numbering Plan	the numbering plan made by the ACMA under the Act
Paperless Billing	the provision of Your bill in electronic format setting out the Charges
Paper Bill	a paper copy of Your bill setting out the Charges
Pay-As-You-Go (PAYG)	the pay-as-you-go rates for Data Services set out in Your Plan Details or if not set out in Your Plan Details, the pay-as-you-go rates for Data Services set out on Our website vodafone.com.au or available by contacting Customer Care
Plan	a Postpaid Plan or a Prepaid Plan
Plan Change Fee	the payment or fee We may charge You if You change between Postpaid Plans or from a Postpaid Plan to a Prepaid Plan
Plan Details	the particular terms and conditions of a Plan, including (as applicable) the charges, included and excluded services, the Commitment Period, Early Termination Payments and any other Plan-specific terms, which are available by visiting Our website at vodafone.com.au or by contacting Customer Care. The terms and conditions of a Plan may be varied by Us from time to time in accordance with these Standard Terms
Port	to transfer Your mobile phone number from one service provider to another service provider. 'Ported' and 'Porting' have corresponding meanings
Post Pay	where you pay in advance or in arrears (depending on the Charges) on a monthly basis for Your use of the Service
Postpaid Customer	You, at all times that you have selected a Postpaid Plan for the use of the Service
Postpaid Plan	where you Post Pay for the Service and which is described as a postpaid plan, postpaid product or a similar expression in its Plan Details. A postpaid plan includes plans or products described as Month to Month plans or products
Premium Services	Premium Services are services that supply content or provide for payment of services or other exchanges of information or transactions via a portal or data connection from a Mobile Phone, at a rate that is higher than the rate otherwise charged under Your agreement for the type of call made, TXT or PXT™ sent or received. Premium services may involve making voice calls, sending a TXT or PXT™, or accessing a content portal. Examples of Premium Services include (but are not limited to) dialling numbers beginning with '19', TXT voting, TXT competitions, live sport updates, chat services and purchasing ring tones
Premium TXT	see the definition of Premium Services
Prepaid	where you pay in advance for Your use of the Service by using your Prepaid Account. 'Prepay' has a corresponding meaning
Prepaid Account	an account We create which shows the amount of credits You have for a Prepaid Service
Prepaid Account Balance	the balance of credits in Your Prepaid Account from time to time
Prepaid Customer	You, at all times that You have selected a Prepaid Plan for the use of the Service
Prepaid Pack	a package of goods which includes a SIM, a summary of these Standard Terms, a user guide and may include a mobile phone and other goods to enable you to Connect to the Service

Prepaid Plan	where you Prepay for the Service and which is described as a prepaid plan, prepaid product or a similar expression in its Plan Details
Privacy Policy	Our policy regarding access, collection, use and disclosure of personal information which can be found on Our website at vodafone.com.au
Recharge	crediting a Prepaid Account with an amount of credit from time to time.
‘Recharged’ and ‘Recharging’	have corresponding meanings
Recharge Voucher	a voucher which, when activated, credits Your Prepaid Account with the amount specified on the voucher
Related Body Corporate	has the meaning given to that term in the Corporations Act 2001 (Cth). ‘Related Bodies Corporate’ has a corresponding meaning
Restricted Content	Content that would or could be pre-assessed as MA 15+ or R 18+ in accordance with the Office of Film and Literature Classification Guidelines
Rights of Use	your right, subject to the provisions of any industry code, the Numbering Plan and the Act, to enjoy the beneficial use of an issued number, and includes the ability to authorise a Port of the number (where portability exists)
Roam or Roaming	using the Mobile Service in a Non-Vodafone Coverage Area
Service(s)	the Mobile Service and/or the NBN Service
SIM	the Subscriber Identity Module in an Approved Device, that may be in the form of a smart card or eSIM and is allocated a unique number, stores information
SIM Replacement Fee	the SIM Replacement Fee set out in Section 3 of these Standard Terms
Special Numbers	numbers that are 011, 0103, 1225 and 1245, ‘13’ numbers, ‘15’ numbers, ‘18’ numbers, ‘19’ numbers, and if You have appropriate equipment, maritime and satellite services. See Section 3 of these Standard Terms for more detail
Special Services	the features of the Mobile Service described in Section 3 of these Standard Terms
Standard Calls	include: <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, but exclude, without limitation, calls to Special Numbers, calls to access Special Services or Value Added Services, video calls, and national and international calls made when you Roam outside of Australia
Standard PXT™	includes sending digital photo messages to, and receiving from, any digital photo messaging capable mobile phone connected to any compatible public mobile telecommunications network in Australia and any compatible public mobile telecommunications network overseas, or email address, if you have video messaging compatibility. This excludes Premium Services. PXTs are also known as MMS
Standard TXT	includes sending TXT messages from Your Mobile Phone to any other mobile phone connected to a public mobile telecommunications network in Australia and any mobile phone connected to selected mobile telecommunications networks overseas. Standard TXT excludes, without limitation, TXT delivery status reports and Premium Services A Standard TXT consists of up to a maximum of 160 standard characters. Non- standard characters such as emoticons may use more characters (dependant on Your Mobile Phone) and may mean that your TXT message is equivalent to 2 or more Standard TXTs. Also, some mobile phones may convert TXT messages longer than 1 Standard TXT into a Standard PXT message (also known as MMS). If this happens you will be billed for a Standard PXT message. Check with the manufacturer of Your Mobile Phone or Approved Device for further details on this functionality. TXT are also known as SMS

Note that in Australia, TXT to the Pivotal network is not available

Standard Video Calls	include video calls you make to, and receive from, any video calling capable mobile phone connected to any compatible public mobile telecommunications network in Australia and any compatible public mobile telecommunications network overseas, if you have video calling compatibility
Standard Video PXT™	includes sending audio visual (video) messages to, and receive from, any video messaging capable mobile phone connected to any compatible public mobile telecommunications network in Australia and any compatible public mobile telecommunications network overseas, or email address, if you have video messaging compatibility. This excludes Premium Services.
Unbilled Charges Balance	the total Charges which You have incurred in using the Service for which We have not yet billed You
Vodafone Coverage Area	the geographic area within Australia where the Vodafone Network provides coverage for Mobile Services as varied from time to time, refer to vodafone.com.au/coverage for the most up to date coverage maps
Vodafone Network	the telecommunications networks and other systems owned or operated by TPG Telecom Limited (ABN 76 096 304 620) or any Related Body Corporate of TPG Telecom Limited and used to provide Services
Voicemail	the Special Service described in Section 3 of these Standard Terms
You and Your	a person who is Connected and either Post Pays or Pre Pays
Your Plan	the Plan applicable to You, being the Plan which you selected: <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 an Approved Device, enables You to use the Service
We, Us, Our and Vodafone	if You Prepay for the Mobile Service - Vodafone Network Pty Limited ABN 31 081 918 461; if You Post Pay for the Mobile Service - Vodafone Pty Limited ABN 76 062 954 554; or If You use the NBN Service – TPG Telecom Limited ABN 76 096 304 620

Section 2 – General Terms

Part A- Terms Applicable to all Services

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

1 YOUR AGREEMENT

- (a) Your agreement with Us is made up of the following:
 - (i) these Standard Terms;
 - (ii) the Plan Details for Your Plan;
 - (iii) if You are a Postpaid Customer, the terms and conditions contained in any application or agreement forms You agree to;
 - (iv) if You are a Prepaid Customer, the terms and conditions provided to you before or at the time You activate Your Prepaid Pack or first use an activated Prepaid Account;
 - (v) if You elect to use any optional or additional services, the terms and conditions on the Our website at vodafone.com.au applicable to those services; and
 - (vi) any other terms or conditions to which You agree from time to time.
- (b) Terms defined in these Standard Terms have the same meaning when used elsewhere in Your agreement unless the context requires otherwise.

2 VARIATIONS

- (a) The terms of Your agreement (including these Standard Terms), a Plan and any characteristics or features of the Services may be modified, added to or withdrawn by Vodafone at any time (**Variations**). The latest versions of these Standard Terms and Plan Details containing any Variations to the previous versions will be made available at vodafone.com.au and will apply to You from the date of the Variation.
- (b) If you Post Pay, a Variation in relation to Charges will not take effect until Your next billing period after the date of its implementation.
- (c) Where a Variation of these Standard Terms could be reasonably expected to adversely affect You, We will give You reasonable notice of this Variation having regard to the nature of the Variation, the means by which the notice is to be provided, the length of time before the Variation is to occur and any other matter that is reasonably relevant
- (d) If You Post Pay and are within Your Commitment Period, We will give you at least 21 days' notice of any Variation that would cause more than a minor detriment to you and offer you the right to terminate Your agreement within 42 days of the date of our notice to you without incurring any fees or charges, including any applicable Early Termination Payments, other than:
 - (i) Service usage or network access charges (incurred up to the date on which the agreement ends); and
 - (ii) any other outstanding amounts that cover Mobile Payment Plan, Accessories Payment Plan, installation costs or equipment (where such equipment can be used in connection with services provided by other suppliers).
- (e) If You Post Pay and are within Your Commitment Period and You demonstrate to Us that a Variation has had more than a minor detrimental impact on You, We must offer You the right to terminate Your agreement without incurring any fees or charges, including any applicable Early Termination Payments, other than:
 - (i) Service usage or network access charges (incurred up to the date on which the agreement ends); and
 - (ii) any other outstanding amounts that cover Mobile Payment Plan, Accessories Payment Plan, installation costs or equipment (where such equipment can be used in connection with services provided by other suppliers).
- (f) If You Post Pay and are within Your Commitment Period We will not modify the following terms without Your consent:

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

3 CHANGING POSTPAID PLANS

- (a) You may switch between the same selected Postpaid Plans with a higher Minimum Monthly Spend (and the same Commitment Period) or different Postpaid Plans with a higher Minimum Monthly Spend (and the same Commitment Period) during Your Commitment Period without incurring an Early Exit Fee or Plan Change Fee and without changing Your Commitment Period. Contact Customer Care for details.
- (b) If You wish to switch between the same selected Postpaid Plans with a lower Minimum Monthly Spend or different Postpaid Plans with a lower Minimum Monthly Spend during Your Commitment Period, a Plan Change Fee multiplied by the number of months remaining on Your Commitment Period may be payable for Mobile Services. This Plan Change Fee is not applicable to NBN Services. Contact Customer Care for details.
- (c) If You wish to switch to a Prepaid Plan or a Month to Month offer during Your Commitment Period, an Early Exit Fee is payable. Depending on Your Postpaid Plan, You may also be required to pay any outstanding Mobile Phone or device payments. Contact Customer Care for details.
- (d) You can ask Us to change or terminate Your Postpaid Plan by calling 1555. You may only request to switch Postpaid Plans once per billing period. If You do this, You must comply with the terms and conditions of Your new Postpaid Plan (including any applicable Early Exit Fee and/or any outstanding mobile phone or device payments). Any such change must be requested at least 1 day prior to Your next billing period and will take effect from the start of Your next monthly billing period.
- (e) When switching from a Postpaid Plan to another Postpaid Plan or when terminating a Postpaid Plan, any unused credit is forfeited immediately.

4 THE SERVICE

4.1 Equipment and Access

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

4.2 Service Availability

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

4.3 Content and material

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

- (i) access, use, download and upload Content; or
 - (ii) send material,
- will depend upon the features and functionality of Your device and the nature and quality of the Content being accessed or material sent.
- (b) You acknowledge and agree that if Your agreement with Us includes the supply of any Content:
 - (i) We may acquire the Content from Content Providers and We do not give You any assurance or comfort about the currency, availability, accuracy, security or quality of the Content provided by Content Providers;
 - (ii) We do not provide any security (such as encryption) over any Content You access or material You send, other than as specified in Your agreement;
 - (iii) We are not obliged to check the Content for accuracy or any other purpose, or monitor Your access to Content provided by third parties or usage of the Service except where required by applicable laws and regulations, although We may do so;
 - (iv) some Content (including, without limitation, Prepaid Account Balances) may not be current due to delays by third parties in giving Us such Content or the information which is needed to compile such Content; and
 - (v) We may not provide you with access to certain Content where that Content is Restricted Content and You have not first verified that you are 18 years of age or over in a manner acceptable to us or where that Content does not otherwise meet Our standards in relation Content.
 - (c) You agree that We may need to substantially Adapt the visual and/or audio impression of, or underlying code of any:
 - (i) Content, the format of which is not compatible with Your Mobile Phone, in order to deliver it (or a part of it) to Your Mobile Phone; or
 - (ii) material You send, the format of which is not compatible with the mobile phone or other receiving device of the person to whom You are sending the material, in order to deliver it (or a part of it) to the mobile phone or other receiving device of the person to whom You are sending the material,

and You consent to Us making any such Adaptation necessary for the purpose of delivery and to any temporary copying undertaken in the process of delivery.
 - (d) You agree that You:
 - (i) are responsible for any reliance on or use of the Content You receive and for any material You send;
 - (ii) should make Your own enquiries before You do anything on the basis of the Content; and
 - (iii) may find some Content offensive, obscene or disturbing.
 - (e) You acknowledge and agree that if Your agreement with Us includes the supply of any Content to a Mobile Service:
 - (i) We may have implemented digital rights management (DRM) software to assist in the protection of the valuable intellectual property rights of Us or our Content Providers and to ensure that the Content is not copied, published, re-distributed, re-communicated or commercially exploited in an unauthorised manner, and each item of Content which is subject to DRM protection will be provided to you with a key which is known as a “Rights Object” which enables You to access the Content from Your Mobile Phone and which locks the Content to Your Mobile Phone;
 - (ii) if Your Mobile Phone is damaged or lost or Your Mobile Phone is stolen, we may be unable to resend the Content and the Rights Object to you again due to the restrictions placed on the provision of this Content to You by the Content Providers. If Your Mobile Phone is damaged, lost or stolen and You wish to continue to access the Content You may need to purchase the Content again; and
 - (iii) if you cannot access this Content using Your Mobile Phone because the purchase was unsuccessful or because the Rights Object was not received by Your Mobile Phone, you should

contact Customer Care and We will re-send the Content and/or the Rights Object to Your Mobile Phone.

5 VODAFONE'S OBLIGATIONS

5.1 To provide the Service

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

6 YOUR OBLIGATIONS

6.1 Comply with the terms of Your agreement

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

6.2 Payment obligations

- (a) You must pay Us all the Charges which You incur by using the Service, and all applicable government taxes and charges.
- (b) You agree that all Charges incurred by using the Service via Your SIM are Your responsibility, irrespective of whether the Service is used by:
 - (i) You; or
 - (ii) another person (with or without Your knowledge and/or consent).

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

6.3 Obligations regarding use of the Service

- (a) You must, and must ensure that any other person who uses the Service We supply to you:
 - (i) only use the Service in accordance with Your agreement or otherwise in a manner approved by Us;
 - (ii) comply with all laws, regulations and guidelines concerning use of the Service;
 - (iii) co-operate with Us and give Us any information We may require from You from time to time in relation to the Service;
 - (iv) follow Our reasonable instructions regarding the use of the Service; and
 - (v) notify Us as soon as You become aware of any claim You may have against Us in relation to the Service.
- (b) You must not use, and must not allow any other person to use, the Service:
 - (i) for any purpose that is improper, immoral or fraudulent;
 - (ii) to contravene any applicable laws, regulations, or industry codes, standards, content requirements or statements;
 - (iii) to infringe any person's intellectual property rights;
 - (iv) to restrict or interfere with any other person's use of the Service or the Vodafone Network;
 - (v) in a way that impacts or is likely to impact the security or integrity of the Vodafone Network or the security of Us or any other person, for example by:
 - (A) overloading, or otherwise flooding a system or network;
 - (B) probing, scanning or testing the vulnerability of a system or network;
 - (C) distributing malicious software, including viruses, worms, trojans and other malware; or
 - (D) breaching security, encryption or authentication measures;
 - (vi) to resell, distribute or reproduce any part of the Service or to wholesale supply of the Service in any manner;
 - (vii) to operate a contact centre or telemarketing business;

- (viii) to use a SIM box, gateway device or other similar device with the Service;
 - (ix) with a device that re-routes or switches calls to or from the Vodafone Network to another carrier's network or which could keep a line open for hours;
 - (x) for the purpose of transiting, refiling or aggregating domestic or international traffic, on the Vodafone Network;
 - (xi) with a Cellular Trunking Unit (CTUs);
 - (xii) in a way that creates a risk to the health or safety of any person;
 - (xiii) in a way which harasses or abuses another person or violates their privacy (including, by sending unreasonable amounts of unsolicited or unwanted material);
 - (xiv) or the Vodafone Network without charge, when a charge is normally payable;
 - (xv) to exploit the Service in a manner contrary to our offers, after receiving 48 hours notice from Us; to use call diversion lines or message forwarding/transformation services as part of the Mobile Services after receiving 48 hours notice from Us;
 - (xvi) to use calling line identification or information derived from calling line identification as part of the Mobile Services except in accordance with the Act; or
- (c) Where We state that a particular Plan is not to be used for commercial purposes, You must only use the Plan for Your own personal use.

6.4 Obligations regarding material

- (a) You must not, and must not allow any other person to use the Service (or any of its features) to send, receive, access or make available material which:
- (i) is indecent, obscene, pornographic, offensive, racist, menacing, illegal or confidential;
 - (ii) defames another person; or
 - (iii) is misleading and/or deceptive as to Your identity,
- and You agree that We reserve the right to refuse to forward any such material at any time and shall have no liability in doing so.
- (b) You agree that it is Your responsibility to ensure that any third parties who hold copyright or any other intellectual property rights in any material being sent by You or any other person using our Service have consented to the material being sent and any adaptation which may result from it.

6.5 Obligations regarding Content

You must:

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

6.6 Obligations regarding Your SIM

You must:

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

6.7 Obligations regarding email address

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

6.8 Obligations regarding Your Account PIN

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

7 CHANGING FEATURES OF THE SERVICE

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

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

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

8 HOW MUCH WILL YOU BE CHARGED FOR THE SERVICE?

8.1 Charges for Use of the Service

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

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

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

8.2 Types of Charges

The types of Charges include:

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

8.3 Inclusions in Minimum Monthly Spend

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

8.4 Rounding

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

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

8.5 Special Promotions

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

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

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

- (a) Subject to paragraph (e) below, when You choose any Postpaid Plan (including Month to Month Plans) You will be allocated to a bill cycle on or about the time You Connect. When you choose a combined service, such as a voice and data plan, or add a new Service to Your existing Vodafone account, you will receive one bill and remain on Your existing billing cycle.
- (b) Your Minimum Monthly Spend is payable for each full monthly billing period in advance and is non-refundable unless the Service is suspended for a significant period of time, You terminate Your agreement under clause 2 in Part A, Section 2 of these Standard Terms, You terminate Your agreement because we are in serious breach of it, or We terminate Your agreement under clause 12.5 in Part A, Section 2 of these Standard Terms.
- (c) Additional charges are billed at the end of each monthly billing period in arrears.
- (d) Once allocated to a bill cycle, You may receive a first bill within 1 to 7 days to cover that period. As You will not have commenced Your first full billing period, unless the terms of Your particular Plan states otherwise, Your Minimum Monthly Spend, fees for associated services and any credit awarded will be calculated on a pro rata basis. Any unused credit awarded will be forfeited after this time. Your first bill will also contain Your Minimum Monthly Spend for the next full monthly billing period and any charges for any additional or excluded services You use or make during that initial period, or any charges for features or devices of a Service. Once you commence your full monthly billing period, the one month credit expiry period will apply.
- (e) We will endeavour to incorporate all Charges that You have incurred in Your next bill. However, sometimes Charges that You have incurred will appear on a later bill. We will not bill You for Charges that are older than 160 days from the date You incurred the Charge unless We are permitted to do so by a relevant industry code.
- (f) The value that is awarded with Your chosen Plan will appear on Your bill as a credit. Actual charges may vary on Your statement as each charge is rounded up to the nearest cent before GST is applied.
- (g) TPG Telecom Limited may receive and collect money and issue tax invoices for and on behalf of any of Us.

9.2 How will We bill You?

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

9.3 Will We charge You for bills?

- (a) Vodafone will not charge You for Paperless Billing. Vodafone does not provide paper bills free of charge except in special circumstances (excluding disabled and disadvantaged customers). See Section 3 of these Standard Terms for details of the Charge for a paper bill.
- (b) You may access Your bills via My Vodafone which is a free service.

9.4 How often will We bill You?

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

9.5 How can You pay Your bills?

- (a) Subject to clause 9.5(b), Your bill will indicate the ways in which You are able to pay the bill. International credit cards not linked with the global Cirrus, Maestro, Visa and American Express networks may not be acceptable. Depending on Your selected Plan, Direct Debit may be the default billing option.
- (b) If You are setting up a new Vodafone account, You will be required to set up a Direct Debit (from your credit card or bank account).
- (c) Even when You have set up a Direct Debit, You are still able to pay Your bill by any of the payment methods set out on Your bill.

Direct Debit drawing arrangements

- (d) Your Direct Debit payment will be processed on a monthly basis. Your first bill will be issued at least 14 days prior to the due date for payment of Your bill. The payment due from You will always be for the balance set out on your bill unless a credit adjustment or payment has been made on your account after the bill has been issued and before your direct debit is taken. Your payment will always be processed on a business day in Sydney, Australia and will always be at least 14 days after the issue date of Your bill.
- (e) We reserve the right to cancel Your Direct Debit payment under the following circumstances: (i) We believe a transaction is fraudulent.
 - (i) Your Direct Debit payment is rejected due to incorrect bank account details. (iii) Your Credit Card has expired.
 - (ii) Your payment is declined 1 or more times.
- (f) Funds will not be processed via Direct Debit from your nominated bank account or credit card if You pay Your bill via any other payment method indicated on your bill and that payment is received by Us 3 business days before the due date of Your bill.

Your rights

- (g) You may terminate or suspend your Direct Debit by contacting Us at least 2 business days before Your payment due date, or by contacting Your financial institution at least 5 business days before Your payment due date. It is Your responsibility to arrange with Us a suitable alternate payment method if You wish to terminate or suspend your Direct Debit. Additional charges may apply. See Section 3 of these Standard Terms.
- (h) Where You believe a payment has been initiated incorrectly by Us, You may take the matter up directly with Us, or lodge a Direct Debit claim with Your nominated financial institution.

Your responsibilities

- (i) It is Your responsibility to ensure funds are available in the nominated account to meet a payment to Us on its due date.
- (j) It is Your responsibility to ensure that the authorisation given to draw on the nominated account is identical to the account signing instruction held by the financial institution where Your account is based.
- (k) It is Your responsibility to advise Us if the account nominated by You for your Direct Debit payment is transferred or closed.

For further details, please see the Vodafone Direct Debit Service Agreement found at vodafone.com.au.

9.6 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.

9.7 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.

9.8 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 Approved Device has not been lost or stolen or is not otherwise being used fraudulently. In these circumstances, we may require you to make an interim payment so you can continue to use the Service. To do this, we do not have to send you a bill. We may demand payment in writing, over the phone or by sending a TXT to you.

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

10.1 Becoming a Prepaid Customer

Whenever You become a Prepaid Customer by:

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

We will create a personal Prepaid Account for You.

10.2 Use of credits in Your Prepaid Account

- (a) As You use the Service, We will deduct credits from Your Prepaid Account to pay the Charges which You incur.
- (b) You can use the Service at all times that Your Prepaid Account has enough credits to be able to pay the Charges You incur. If, during a call or when you are using a Service, Your Prepaid Account Balance reduces to zero, We may terminate the call, or cease providing the Service without first telling You.
- (c) Credits cannot be transferred between different Prepaid Accounts.

10.3 How do You Recharge Your Prepaid Account?

- (a) You may Recharge Your Prepaid Account at any time by:
 - (i) purchasing and activating a Recharge Voucher from time to time. Recharge Vouchers may be purchased from participating outlets. Each time You activate a Recharge Voucher, We will credit Your Prepaid Account with the credit and inclusions that are included in your Recharge Product on the date you activate the Recharge Voucher;
 - (ii) using Your credit or debit card online or by calling 1555 and Recharging with Your selected recharge amount from time to time;
 - (iii) registering and saving Your credit or debit card details online, You can opt in to Auto Recharge, so when Your current Recharge expires, Your nominated credit or debit card will be automatically debited on the same Plan and for the same amount as Your most recent Recharge. Auto Recharge is available on selected Plans only. We will notify You each time

before Your nominated credit or debit card is debited. You can also authorize other Prepaid Account users to opt into Auto Recharge using Your nominated credit or debit card. You and Your authorized users can opt out of Auto Recharge anytime by texting ATR to 1263 or by calling 1555.

- (b) International credit cards not linked with the global Cirrus, Maestro, Visa and American Express networks may not be acceptable.
- (c) You can change between these payment methods at the end of each Recharge period. If You are on Auto Recharge You will need to give Us a day's notice so We can apply the change to Your next Recharge.

10.4 Expiry of credit in Your Prepaid Account

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

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

- (a) You may use the Mobile Service to receive calls and to call 000, 112 or Customer Service for a period of 90 days from Your last recharge expiry date if you do not Recharge your Prepaid Account.
- (b) We will disconnect the Service if You fail to Recharge Your Prepaid Account within 120 days of your last recharge expiry.

10.6 No bills while You are a Prepaid Customer

- (a) You agree that We will not send You any bills or usage charge records in respect of Charges You incur while You are a Prepaid Customer.
- (b) You can however obtain Your usage charge records for the preceding 60 days through My Vodafone. You can also call 1555 for free from Your Mobile Phone to check Your Prepaid Account Balance at any time.
- (c) If You provide a formal or informal request for Us to provide You with paper usage records and We agree to provide those paper usage records, We may charge You Our reasonable costs to provide such records. We will inform You of the amount of Our reasonable costs and how they have been calculated before we charge You for those costs.

11 TERM OF YOUR AGREEMENT, SUSPENSION AND EARLY TERMINATION PAYMENTS

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

- (a) For customers who Post Pay, subject to clauses 11.1(b), 11.1(c) and 11.1(d) below, Your agreement starts when You apply for the Service, accept the terms and conditions set out in Your agreement and We accept your application,
and ends at the earlier of:
 - (i) termination by You or Us in accordance with Your agreement (refer to clause 12 in Part A, Section 2 of these Standard Terms); or
 - (ii) the expiry of Your Commitment Period (if applicable) and subsequent termination or disconnection by you.
- (b) For the avoidance of doubt Your minimum Commitment Period commences when you are Connected. Your agreement with Us does not terminate on expiry of Your Commitment Period. When your Commitment Period expires and unless you instruct Us otherwise, You will remain on Your selected Plan on a month-to-month basis and all terms and conditions of Your agreement will apply but no Early Termination Payment is payable if you terminate or Disconnect.
- (c) If you are an existing Postpaid Customer and You switch to another Postpaid Plan, Your agreement with Us starts on the date You connect to that Postpaid Plan or when You accept verbally or in writing the terms and conditions set out in Your agreement, but Your Plan change and Commitment Period will not commence until Your next billing period and all prior credit is forfeited.
- (d) If You are an existing Prepaid Customer and You switch to a Postpaid Plan, Your agreement with Us starts on the date You accept verbally or in writing the terms and conditions set out in Your agreement, but Your Commitment Period and Your Plan change starts on the date you Connect to that Postpaid Plan and all prior credit is forfeited.

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

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

- (i) it is terminated by either You or Us in accordance with Your agreement (refer to clause 12 in Part A, Section 2 of these Standard Terms); or
- (ii) You do not Recharge within 120 days after You last Recharged Your Prepaid Account and We Disconnect Your Service.

11.3 Pause your Plan– Postpaid Customers within their Commitment Period or Month to Month (Mobile Services)

- (a) If You are on an applicable Mobile Services Postpaid Plan and within a Commitment Period, you may pause the Commitment Period for up to 12 months by calling Customer Care.
- (b) If You are on an applicable Month to Month Mobile Services Postpaid Plan, you may pause this plan for up to 12 months by calling Customer Care.
- (c) Pausing your Mobile Services Plan is only available once per calendar year.
- (d) In order to pause your Mobile Services Postpaid Plan you must sign up to a holding plan (Holding Plan) and You will be charged an amount for each month that You are signed up to the Holding Plan. The period of the pause request will be added to Your overall Commitment Period (only if clause 11.3(a) applies). Please contact Customer Care to find out how much You will be charged each month to pause Your Mobile Services Postpaid Plan and for more details about the Holding Plan.

11.4 Early Termination Payment for termination during Your Commitment Period

- (a) Subject to clauses 2 and 3 in Part A, Section 2 of these Standard Terms, You agree that, if Your agreement is terminated during Your Commitment Period by either:
 - (i) You, except where We are in serious breach of Your agreement; or
 - (ii) Us, except where We terminate Your agreement because we unable to supply the Service to You because of a Force Majeure Event or because a Supplier has terminated, suspended or deactivated an agreement with Us as set out in clause 12.4(b), or in the circumstances set out in clause 12.4(d),
- (b) We will charge You, as single amounts for such termination, and You must pay Us, the applicable Early Termination Payment based on the Postpaid Plan You are on at the time of termination. Payment of the applicable Early Termination Payment is in addition to any call costs which have been incurred prior to the termination date.
- (c) If You terminate Your agreement under clause 2 in Part A, Section 2 of these Standard Terms or You terminate Your agreement because we are in serious breach of it, we will not charge You an Early Termination Payment.

12 SUSPENSION OF THE SERVICE AND TERMINATION OF YOUR AGREEMENT

12.1 Termination for failure to Recharge a Prepaid Account

We may terminate Your agreement if You are a Prepaid Customer and You fail to Recharge Your Prepaid Account within 120 days after You last Recharged Your Prepaid Account (only applicable at times that You are a Prepaid Customer).

12.2 Suspension for loss of Your SIM

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

12.3 Suspension for unusually high Charges

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

- (i) Your previous daily Charges;
- (ii) Your unbilled Charges total; and

- (iii) any unusual calling use patterns.

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

12.4 Immediate suspension, limitation and termination

- (a) Although We will try to give You as much notice as is reasonably practicable, We may, in the circumstances set out in clauses 12.4(b), (c) and (d) below immediately (and without notice) either:
 - (i) suspend or limit the Service (or any feature of it) for any period We think is reasonably necessary; or
 - (ii) terminate Your agreement.
- (b) Circumstances where We can suspend or limit the Service or terminate Your agreement are:
 - (i) if You have breached an important term of your agreement or a number of less important terms which together amounts to a serious breach, and where the breach can be rectified, you have failed to rectify the breach within 7 days of Us requesting You to do so (whether or not we have suspended or limited the Service);
 - (ii) if You have breached any of the provisions of clause 6.3(b) and 6.3(c) in Part A, Section 2 of these Standard Terms;
 - (iii) if You fail to pay Us the Charges, provided that We will not terminate Your agreement for failure to pay Us the Charges unless We have first sent You a notice warning You of this consequence and You do not pay Us the Charges within the reasonable period specified in the notice;
 - (iv) if You fail to pay an outstanding debt to one of Our Related Bodies Corporate, provided that We will not terminate the agreement for failure to pay such a debt unless We have first sent You a notice warning You of this consequence and You do not pay the debt within the reasonable period specified in the notice;
 - (v) if You access the Service with a mobile phone or device other than an Approved Device (without Our agreement in writing) or with a SIM that We have not approved;
 - (vi) if You Port Your Mobile Number for Mobile Services from the Vodafone Network to the network of another carrier in which case:
 - (A) We must comply with Our obligations under the Act and the Numbering Plan in relation to mobile number portability; and
 - (B) You will be responsible for any costs incurred by Porting Your Mobile Number;
 - (vii) if You do not use Your Service for more than 12 calendar months;
 - (viii) if You die or become Insolvent or subject to a winding up order or similar insolvency event and we reasonably believe we are unlikely to receive payments for amounts you owe to us;
 - (ix) if We have reasonable grounds to believe that your communications or physical interaction with our staff, Customer Care or any of our authorised dealers or sales agents have been menacing, threatening, amount to harassment or have otherwise been of an unacceptable nature;
 - (x) where You have represented at the time of application that, not being an Australian citizen, you hold a current visa of no less than 12 months duration and we subsequently learn that you no longer hold a current visa or are holding a visa of less than 12 months duration;
 - (xi) if We cannot supply the Service to You because of a Force Majeure Event;
 - (xii) if We are unable to supply the Service to You because a supplier has terminated its agreement with us or a supplier has suspended or deactivated, or required us to suspend or deactivate, Your Service and we cannot provide the Service to You by using an alternative supplier; or
 - (xiii) if You are a partnership, the partnership ceases.
- (c) We can suspend or limit the Service or terminate Your agreement if We reasonably believe that:
 - (i) the use of the Service (or any feature of it) by You or any other person is or might damage, impair or interfere with the Vodafone Network or any of Our other systems or equipment;

- (ii) the Service (or any feature of it) is being used to commit unauthorised, criminal or unlawful activities;
 - (iii) the Service (or any feature of it) is being used by You or another person in a manner which is unreasonable, excessive or fraudulent. The Fair Use Policy set out in Section 4 of these Standard Terms sets out what constitutes excessive and unreasonable use;
 - (iv) You have engaged in fraudulent activities in relation to the Service (or any feature of it); or
 - (v) You are, or are operating as, a Carriage Service Provider or Carrier.
- (d) We can suspend or limit the Service or terminate Your agreement if:
- (i) We are required to do so by a regulatory authority such as ACMA; or
 - (ii) We are required to do so by the law, or a law enforcement agency.
- (e) We can suspend or limit the Service:
- (i) if a threat or risk exists to the security of the Service or the integrity of the Vodafone Network; or
 - (ii) the provision of the Service may cause death, personal injury or damage to property.
- (f) We can limit the Service for a reasonable period for maintenance, repair or similar operational reasons.
- (g) Subject to clause 12.4(h), We can suspend the Service for a reasonable period for maintenance, repair or similar operational reasons.
- (h) Nothing in clause 12.4(g) excludes or limits any right You may have to a pro-rata refund of relevant Charges for the period the Service is suspended, unless the Service is only suspended for an insignificant period.

12.5 Suspension, limitation and termination with notice

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

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

12.6 Your right to terminate Your agreement

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

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

12.7 Cancellation of unused Services

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

13 CONSEQUENCES OF SUSPENSION OR LIMITATION

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

14 CONSEQUENCES OF TERMINATION

On termination of Your agreement:

- (a) We will:
 - (i) stop providing You the Service and You will be Disconnected; and
 - (ii) if you are a Postpaid Customer, send You a final bill for all accrued and outstanding Charges;
- (b) You will no longer have the right to use the Service;
- (c) If you have a Mobile Service, You will no longer have the right to use Your Mobile Number, unless You have Ported the Mobile Number to another Carrier; and
- (d) If You are a Prepaid Customer, any remaining credit in Your Prepaid Account will be cancelled so that it will not be redeemable for cash (except where You terminate Your agreement because we are in serious breach of it, We terminate Your agreement under clause 12.5 in Part A, Section 2 of these Standard Terms or where we are required to refund the remaining credit in Your Prepaid Account in clause 2(g) in Part A, Section 2 of these Standard Terms).

15 OBLIGATIONS ON TERMINATION

15.1 Your obligations on termination

If Your agreement is terminated, you must:

- (i) pay all amounts which You owe Us under Your agreement by the due date nominated by Us (whether on Our final bill or otherwise); and
- (ii) return to Us property to which We have a right, whether under Your agreement or under the general law.

We may require You to pay Us a SIM Replacement Fee if on termination of Your agreement Your SIM is lost, damaged or has been stolen.

15.2 Our obligations on termination

If Your agreement is terminated, we must:

- (i) refund to You any monies (other than any credit in a Prepaid Account) We hold on Your behalf after You have paid Us all the amounts which You owe Us under Your agreement;
- (ii) if You are a Postpaid Customer and You have terminated Your agreement under clause 2 in Part A, Section 2 of these Standard Terms, You have terminated Your agreement because we are in serious breach of it, or We have terminated Your agreement under clause 12.5 in Part A, Section 2 of these Standard Terms, we will also refund a pro-rata portion of any Minimum Monthly Spend paid in advance;
- (iii) if you are a Prepaid Customer and You have terminated Your agreement because we are in serious breach of it or We have terminated Your agreement under clause 12.5 in Part A, Section 2 of these Standard Terms, on receiving a request from You, We will refund the fair value of any unused credit in Your Prepaid Account; and
- (iv) if the total amount to be refunded is \$5 or less, We will not refund that amount to You unless You ask Us to do so.

16 PERSONAL INFORMATION

16.1 Collection, Use and Disclosure

- (a) This clause 16 contains some key terms related to how we handle personal information but Our Privacy Policy, which can be found at vodafone.com.au, contains all of the required disclosures. To the extent that there is an inconsistency between this clause 16 and Our Privacy Policy, Our Privacy Policy prevails. By providing personal information to Us and obtaining the Service, You acknowledge and consent to the collection, use and disclosure of Your personal information as set out in this clause 16 and Our Privacy Policy.
- (b) We and/or Our agents and service providers may collect, use and disclose personal information about You for the primary purpose of providing You the Service and as further specified in Our Privacy

Policy. If You do not provide personal information to Us, We will not be able to provide the Service to You.

- (c) We may use personal information about You for purposes that are related to providing You with the Service and which You would reasonably expect Us to use that information for.
 - (i) Contacting you with messages about changes to our products or services.
 - (ii) Generating bills, managing your account, and carrying out debt-recovery.
 - (iii) Processing orders or applications to become a customer.
 - (iv) Verifying your identity.
 - (v) Carrying out credit checks and credit reporting.
 - (vi) Dealing with questions, complaints and other customer care activities.
 - (vii) Development of our products and services.
 - (viii) Contacting you about our products and services and those offered under other brands that our group owns. This may include marketing these products to you.
 - (ix) Protecting our network and managing the data use, volume of calls, TXTs and other uses of our network. For example, we identify peak periods of use so our network can better handle the volume at those times.
 - (x) Conducting internal investigations in relation to crime and fraud prevention, detection, recovery or prosecution.
- (d) You agree that We may receive and disclose personal information or documents about you including to:
 - (i) Credit providers or credit reporting agencies for the purposes permitted under the Privacy Act and credit reporting legislation.
 - (ii) Our device manufacturers and repairers.
 - (iii) Our providers of marketing, research, call centre and telemarketing services.
 - (iv) Debt collection agencies and other parties that assist Us with debt-recovery functions.
 - (v) Law enforcement bodies to assist in their functions, courts of law or as otherwise required or authorised by law.
 - (vi) Regulatory or government bodies to resolve customer complaints or disputes both internally and externally. Or to comply with any investigation by one of those bodies.
 - (vii) Other companies for the purposes of dealing with unwelcome calls and number portability issues.
 - (viii) Our service and Content Providers, dealers and agents, or Our Related Bodies Corporate for purposes that are related to providing You with a telecommunications service and which You would reasonably expect Us to use that information for,whether or not the recipients of the personal information are in or outside Australia as specified in our Privacy Policy.
- (e) Despite s18(1) of the Spam Act 2003, You agree and acknowledge that any electronic message We send You will not contain an unsubscribe facility. You can, at any time, opt-out of receiving marketing material by contacting Customer Care. You also agree and acknowledge that even if you opt-out, We will still need to send You essential information about Your Vodafone account, changes to the Service or other information which is legally required.
- (f) If Your agreement with Us terminates or expires or if You opt-out of receiving marketing material, We will remove You from Our electronic message marketing distribution list. You agree and acknowledge that this removal may take up to 5 business days to take effect and You may continue to receive electronic messages from Us for up to

5 business days after the date of Your request to be removed from the distribution list or the date of termination or expiry of Your agreement with Us.

16.2 Access and Correction

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

- (i) provide You with access to personal information We have about You; or
 - (ii) correct personal information about You that is inaccurate, incomplete or out of date,
- in accordance with Our Privacy Policy and the Privacy Act.

16.3 Acknowledgment

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

17 COMPLAINTS

- (a) If You are unhappy about any aspect of the Service, You should contact Us first to resolve the complaint. You may communicate to Us by contacting Customer Care, by writing to Us, by sending Us a fax or through Our website at vodafone.com.au. We will investigate Your complaint in accordance with Our complaints policy which can be found on Our website or can be provided to You directly by Customer Care on request.
- (b) If You request Us to provide You with information held by Us about You and We agree to provide you with the information, We may charge You Our reasonable costs to provide You information, except where You request for access to Your personal information held by Us which is not yet archived. We will inform You of the amount of Our reasonable costs before We charge You for those costs.
- (c) If You are not satisfied with how Your complaint has been handled You may request a supervisor or manager to review Your complaint and Our handling of it. If Your complaint is not resolved to Your satisfaction, You can, depending on the nature of the complaint, contact the Telecommunications Industry Ombudsman (who deals with unresolved complaints between consumers and providers), the relevant State/Territory Office of Fair Trading (which can inform You of Your rights and provide assistance in relation to any dispute with Us), ACMA or the Australian Competition and Consumer Commission. If You have a privacy complaint, You can address Your complaint to Our Privacy Officer (whose contact details can be found on Our Privacy Policy or can be provided to You on request) and/or lodge a complaint with the Office of the Australian Information Commissioner. Our complaints policy is in addition to any rights You have under law.

18 LIABILITY AND INDEMNITY

18.1 Consumer guarantees and Our liability to You

- (a) The Australian Consumer Law as set out in the Competition and Consumer Act 2010 (Cth) provides consumers with certain 'consumer guarantees'. These guarantees apply where the goods and services We supply to You are of a kind ordinarily acquired for personal, domestic or household use or cost less than \$40,000, and in the case of goods, are not re-supplied by You. With respect to goods, these guarantees include a guarantee that the goods:
 - (i) are of acceptable quality (unless We made known to You the reasons why the goods may not be of acceptable quality before purchase, for example, by drawing any fault or defect to Your attention);
 - (ii) fit for the purpose which We represented to You;
 - (iii) fit for the purpose or task for which You acquired the goods, provided You made that purpose known to Us before purchase;
 - (iv) match the description, sample or demonstration model You were provided; and
 - (v) comply with any express warranty given in relation to the goods.
- (b) With respect to services, these guarantees include that: the services will be rendered with due care and skill; the services and any product resulting from the services will be fit for the purpose or task for which You acquired the services or the result You expected the services to achieve, provided You made the purpose or result known to Us before purchase; and if a time is not specified for completion of the services, the services will be supplied within a reasonable time.
- (c) These guarantees give You rights against Us that We cannot limit or exclude, subject to clause 18.1(d). For example, if a failure to meet a guarantee is a major failure, then in relation to goods and depending on the circumstances, You may be entitled to a replacement or refund, and in relation to

services, You may be entitled to terminate the contract and obtain a refund. If a failure does not amount to a major failure, You are entitled to ask Us to remedy the failure. In this case, we are able to choose how to remedy the failure, including by repairing or replacing goods.

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

- (d) Where the goods or services supplied to You are not of a kind ordinarily acquired for personal, domestic or household use or consumption, Our liability for breach of a guarantee (other than liability for guarantees as to title, undisclosed securities and undisturbed possession in relation to goods supplied to You, which We cannot limit) is limited to doing one or more of the following:
 - (i) in the case of goods,
 - (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the repair of the goods;
 - (C) the payment of the cost of replacing the goods or acquiring equivalent goods; or
 - (D) the payment of the cost of having the goods repaired; and
 - (ii) in the case of services,
 - (A) the supply of the services again; or
 - (B) the payment of the cost of having the services supplied again.
- (e) We cannot limit Our liability as set out in clause 18.1(d) if You establish that it would not be fair or reasonable for Us to do so.
- (f) Except as provided in clause 18.1(d), nothing in Your agreement excludes, restricts or modifies rights which You have under the Australian Consumer Law in respect of the consumer guarantees.

18.2 Other matters and Our liability to You

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

- (a) Except where We are negligent or otherwise liable to You under Your agreement and to the extent permitted by law, You agree to use the Service (and each of its features) and the Content accepting full risk and responsibility in doing so.
- (b) To the extent permitted by law, We are not responsible for and have no liability to You in respect of:
 - (i) You or any other person using the Service or any of its features for any purpose (including a purpose in breach of Your agreement);
 - (ii) You or any other person accessing or using Content or doing anything on the basis of the Content;
 - (iii) You using Content in a manner or for a purpose that is not authorised or otherwise permitted by Your agreement or the Content Provider;
 - (iv) any person accessing or using material You send or doing anything on the basis of material You send;
 - (v) any Content You receive or material You send which We have not provided or are not responsible for, being inaccurate, incomplete, not current or of inadequate quality, or otherwise in breach of Your obligations under Your agreement regarding use of the Service;
 - (vi) Us Adapting any Content or material to enable it to be received or sent (which under clause 4.3(c) of this Section 2 You agree We may do as We reasonably determine);
 - (vii) You not receiving any Content, or a delay in You receiving any Content You have requested;
 - (viii) any person to whom You send or attempt to send material not receiving the material, or a delay in that person receiving the material;
 - (ix) Your Mobile Phone becoming blocked by reason of it sharing an IMEI number with another customer's mobile phone which We have blocked;
 - (x) any loss or damage arising from any delay in or failure to perform any of Our obligations under Your agreement, or to provide the Service, if such delay or failure is a result of a Force Majeure Event;

- (xi) any loss or damage to the extent that the loss or damage is caused by You; or
- (xii) the loss of or any damage to Your Approved Device after it has left our possession.
- (c) Subject to clause 18.2(d) below, Our liability to You for any breach of Your agreement (other than a breach of a guarantee referred to in clause 18.1) or otherwise, will not be more than the total Charges paid by You under this Agreement:
 - (i) during the 6 month period prior to Your claim; or
 - (ii) if Your Agreement started less than 6 months prior to Your claim, since the start of Your Agreement.
- (d) To the maximum extent permitted by law, We are not liable for, and no measure of damages will, include Consequential Loss whether in contract, tort (including without limitation negligence), in equity, under statute, under an indemnity, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

18.3 You indemnify Us

- (a) You indemnify Us (that is, We can make You pay for) any loss or damage We suffer caused by Your breach of this agreement, including the inappropriate use of the Service or the Vodafone Network by You or Your negligent or wilful acts or omissions.
- (b) This indemnity does not apply to any loss or damage that We have caused, including by reason of the breach of a guarantee set out in the Australian Consumer Law.
- (c) Your obligations under this indemnity will continue despite:
 - (i) the termination of Your agreement; or
 - (ii) the occurrence of any other thing,
 until all monies You owe Us have been paid in full.

19 NOTICES

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

- (a) sending the notice to the email address, postal address or fax number which You advise Us of in a Network Services Application Form (NSA) or otherwise; or
- (b) sending a TXT message to Your Mobile Phone.

20 MISCELLANEOUS TERMS

20.1 Assurances

- (a) By entering into Your agreement You assure Us that:
 - (i) You have provided full and accurate personal information to Us in connection with Your agreement;
 - (ii) You have full power and authority to enter into Your agreement; and
 - (iii) You will do all that You need to do to perform Your obligations under Your agreement.
- (b) By entering Your agreement We assure You that:
 - (i) We are a Carriage Service Provider under the Act; and
 - (ii) subject to the terms and conditions of Your agreement, We will provide the Service with all reasonable care and in a timely manner.

20.2 Ownership of Your SIM and mobile number

- (a) Except for Your SIM (which We will own at all times), You will own any goods which You take possession of under Your agreement from the time that You first pay Us any money under Your agreement.
- (b) You agree that You have and can claim no legal interest or goodwill in any Mobile Number or pin issued to Your SIM.

20.3 Assignment

- (a) If You are a Postpaid Customer, You may not transfer any rights and obligations under Your agreement without Us first agreeing in writing. We will not unreasonably withhold consent. You may be liable to pay a fee if, with Our consent, You transfer any of Your rights and obligations under Your agreement.
- (b) If You are a Prepaid Customer, You may not transfer any rights and obligations under Your agreement.
- (c) We may, without telling You (unless specifically stated otherwise in this clause):
 - (i) transfer Our rights and obligations under Your agreement to anyone else (if We transfer Our obligations to a third party other than another company that shares the same parent company as Us, We will provide You with reasonable notice); or
 - (ii) temporarily or permanently get anyone else to perform Our obligations under Your agreement on Our behalf,provided that the company to which Our obligations are transferred is able to perform those obligations in a manner similar to Us and in accordance with Your agreement.
- (d) We may, without telling You, transfer any or all of your Mobile Services and associated Mobile Numbers to a third party if requested, and we reasonably believe the person requesting the transfer is a legitimate and long-term end user of the Mobile Service and associated Mobile Number(s).
- (e) We may require You to sign an agreement on substantially similar terms and conditions to Your agreement with anyone else We nominate (or, if We cannot find You, We may sign such an agreement on Your behalf which, upon entering Your agreement, You authorise Us to do).

20.4 Enforceability

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

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

20.5 Waiver

- (a) The only way in which We can be said to have given up any rights We have under Your agreement is if We agree to do so in writing.
- (b) Even if We give up one of Our rights under Your agreement in a particular circumstance that does not mean that We have generally given up that right.
- (c) If We do not exercise a right or are slow in doing so that does not mean that We have given it up.

20.6 Standard Form of Agreement

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

20.7 Commission

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

20.8 Governing law & jurisdiction

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

Our Customer Care phone numbers are:

1300 650 410; or

1555 from your Vodafone Mobile

The National Relay Service (NRS) numbers are:

Dial 13 3677 for all calls within Australia

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

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

The Translating & Interpreting Service (TIS) number is:

13 14 50.

Part B - Additional terms applicable to Mobile Services

21 COVERAGE AND ROAMING

- (a) You agree that You will only be able to use the Mobile Service in the Mobile Coverage Area. For more detailed information about the Mobile Coverage Area and the various network technologies/features available in each area refer to vodafone.com.au/coverage.
- (b) You agree that even within the Mobile Coverage Area the Service may not be able to be used in areas where geographical or man-made features interfere with the network. For example, where there are mountains or road cuttings, or in parts of buildings such as lifts and basement car parks.
- (c) You agree that some parts of the Mobile Service, such as high speed data, may rely on the different capabilities of the Mobile Coverage Area and You may not be able to access all these types of services as not all the services are available within all areas of the Mobile Coverage Area.
- (d) Roaming relies on the networks of other carriers over which We has no control. You agree that some features of the Service may not be available when You are Roaming and that We do not guarantee the quality and reliability of the Service when You are Roaming.
- (e) To activate International Roaming You should contact Customer Care at least 72 hours prior to departure. Please note we may require you to provide us with a security deposit.
- (f) We may change the telecommunications network infrastructure constituting the Vodafone Network or arrangements with Roaming suppliers at any time. If we do so, we may be required to notify you and offer you a right to terminate as set out in clause 2 in Part A, Section 2 of the Standard Terms.

22 CALLING NUMBER DISPLAY

- (a) You agree that Your Mobile Number will be sent to, and may be visible to, each person You make a call or communicate with. You can choose to deactivate calling number display either:
 - (i) through a function on Your Mobile Phone (if it has the necessary technical capability); or
 - (ii) on a call-by-call basis, by dialling #31# before You dial a number,and We will pass that preference to the network operator of the person you are communicating with . We cannot guarantee that the other network will ensure Your Mobile Number is blocked and not displayed to the other person.
- (b) When you contact Customer Care we will be able to view Your Mobile Number even if you have chosen to deactivate calling number display.
- (c) You agree that You understand that Your Mobile Number will be sent to, and will be visible on the screen of, the phone of each person You send a TXT message, PXT™ or Video PXT™ to, and that the sending of Your Mobile Number with TXT messages, PXT™ or Video PXT™ cannot be deactivated.
- (d) You agree that You understand that Your Mobile Number will be sent to, and will be visible to the emergency call person and emergency services operators when you call emergency service numbers (000 (Triple-Zero), 106 or 112) on a mobile phone linked to a Vodafone Mobile Service, and that the sending of Your Mobile Number to the emergency call person and emergency services cannot be deactivated.

23 NUMBERING FOR MOBILE SERVICE

- (a) We must issue You with a Mobile Number (unless You have already been issued with such a number).
- (b) When we agree to the issue of a specific Mobile Number in association with the Service You then have Rights of Use of that Mobile Number.
- (c) We will not vary that Mobile Number unless required to do so as a requirement of the Numbering Plan.
- (d) If you have the Rights of Use of a mobile number with another service provider you may Port that mobile number from that service provider to Us in accordance with clause 28 in Part B, Section 2 of these Standard Terms.

- (e) If you Port a mobile number to us for which you do not have the Rights of Use, we are obliged to immediately return that number to the carriage service provider of the Rights of Use holder and we will issue another mobile number to You.
- (f) If you Port Your Mobile Number from Us to any other Carriage Service Provider:
 - (i) We must comply with Our obligations under the Act and the Numbering Plan in relation to mobile number portability; and
 - (ii) You will be responsible for any costs incurred in Porting Your Mobile Number.

24 MOBILE PHONE BLOCKING

- (a) You may ask Us to block Your Mobile Phone the same time, or within one month after, You advise Us that it has been lost or stolen. The effect of blocking Your Mobile Phone is that it will not be able to be used on the Vodafone Network, or any other telecommunications networks within Australia, to:
 - (i) make or receive voice calls (except calls to emergency "000" and "112" numbers); or
 - (ii) send or receive TXT messages, 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, including mobile phone where:
 - (i) to Our knowledge, the Mobile Phone shares an international mobile equipment identity (IMEI) number with another mobile phone or device Connected to the Vodafone Network; or
 - (ii) to do so would adversely impact upon another person's use of the Service in good faith.
- (c) We will tell You if We will not block Your Mobile Phone.
- (d) We must, upon Your request:
 - (i) unblock Your Mobile Phone that You previously requested Us to block; or
 - (ii) unblock Your Mobile Phone where it has been blocked as a result of Us blocking another customer's mobile phone or device with which it shares the same international mobile equipment identity (IMEI) number,
 provided that You have lawful possession of Your Mobile Phone.
- (e) You agree that Your Mobile Phone blocking is at all times subject to technical limitations. This means that there may be a delay between the time that You request Your Mobile Phone to be:
 - (i) blocked and the time that the block is put in place, or
 - (ii) unblocked and the time that the block is removed.
- (f) We may block any Mobile Phone that You use on the Vodafone Network that is not an Approved Device. We may also block any mobile phone or device that We reasonably believe (based on Your usage pattern) that You are using to resell the Service.

25 MOBILE PHONE OR DEVICE LOCKING

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

26 NUMBER BLOCKING

- (a) We may limit or block Your or Our other customers' access to any number(s), and/or services provided or made available by a third party if We reasonably consider it necessary or appropriate to

do so to minimise the risk of Our customers, the Vodafone Network, or Us being adversely affected as a result of:

- (i) significant congestion or instability in any part of the Vodafone Network and/or Our administrative systems (including, but not limited to, Our billing systems); or
 - (ii) any action, claim, demand, cost, expense, loss, damage or other detriment (whether financial or not); or
 - (iii) the Service being used in a manner contrary to Our offers.
- (b) For example, We may limit or block access where continued access to a number(s) or service(s) is reasonably considered by Us to result in:
- (i) Our customers receiving unusually high Charges (known as bill shock);
 - (ii) increased customer complaints including in relation to the characteristics of the number(s) or the service(s); or
 - (iii) where access is causing Us revenue loss.
- (c) If We limit or block access under this clause, We may be required to notify You as set out in clause 2 in Part A, Section 2 of these Standard Terms.

27 BILLING FOR MOBILE SERVICES

27.1 Changes to Charges for International Calls and International Roaming

- (a) Our Charges for:
- (i) International Calls; and
 - (ii) International Roaming services,
- are subject to change as these services are supplied to Us under arrangements with third parties. We may increase the Charges for these services if the cost to Us of providing these services increases by reason of Our arrangements with third parties. Before travelling overseas, You should contact Customer Care or visit Our website at vodafone.com.au to find out the current Charges for International Calls and International Roaming.
- (b) To avoid doubt, if We make a change under this clause 27.1, the change does not constitute a Variation under clause 2 in Part A, Section 2 of these Standard Terms.

28 MOBILE NUMBER PORTABILITY

- (a) You may Port an existing mobile number from another service provider to Us where you have Rights of Use of that mobile number.
- (b) Porting relies on the networks of other services providers over which We have no control. If You ask Us to Port Your existing mobile number to Us, we will try to Port Your existing mobile number to Us as soon as practicable. We are not liable for any delays in the Porting process.
- (c) You agree that We may contact You if Your Port request has not been successfully completed. This may include notifying You of any delays in processing Your Port request or confirming Your details if Your Port request has been unsuccessful due to incorrect information.
- (d) If you are a Month to Month Customer, You will not be Connected and your Commitment Period will not commence until the Port of Your existing mobile number has been successfully completed. However, if Your Port request is not successful within 30 days of You providing the authority to Port, You agree that we will issue You with a new Mobile Number for Your Service. Your Service and Your Commitment Period will commence from the date we connect Your Service with either a Ported mobile number, or where that is not available a Mobile Number that We issue to You.

29 USE OF BLACKBERRY® INTERNET AND BLACKBERRY® ENTERPRISE DATA BUNDLE

From 30 April 2019, We are de-provisioning Blackberry® Internet And Blackberry® Enterprise Data Bundles so if You are a user of these services, You will no longer be able to access them after this date.

Part C- Additional terms applicable to NBN Services

30 THE NBN SERVICE

30.1 The NBN Service and Technologies

- (a) Our NBN Service provides you with connectivity to broadband internet through the National Broadband Network. The NBN Service will not be available in all areas and is subject to service qualification, which will be assessed and advised at the time of Your application.
- (b) The possible NBN Service technologies available at the installation address include:
 - (i) Fibre to the Premises (FTTP)
 - (ii) Fibre to the Building (FTTB)
 - (iii) Fibre to the Node (FTTN)
 - (iv) Hybrid Fibre Coaxial (HFC)
 - (v) Fibre to the Curb (FTTC)
 - (vi) nbn™ Fixed Wireless
- (c) For additional information about NBN technologies please go to www.nbnco.com.au.

30.2 Our Mobile Backup Service

- (a) On applicable NBN Service Plans, an interim and backup service using our Mobile Service over Your Approved Device may be available to You if You are in the Vodafone Coverage Area, while You are being Connected and, where applicable, during fault resolution (Mobile Backup Service). The Mobile Backup Service will be automatically provided to You only on a best efforts basis and subject to clause 4.2 in Part A, Section 2 of these Standard Terms and Your Plan Details.
 - (i) **Interim service until you are Connected**

For new NBN Services: until such time Your NBN Service is Connected or up to a period specified by Us, whichever occurs first.
 - (ii) **Backup Service during faults**

If You are already Connected to the NBN Service: until such time as local area NBN faults are resolved or up to a period specified by Us, whichever occurs first.
- (b) Speeds for the Mobile Backup Service may not be the same speed as Your NBN Service Plan.

31 IMPACT TO EXISTING TECHNOLOGIES OR DEVICES

- (a) You acknowledge that Connection to the NBN Service may:
 - (i) result in loss of an existing home phone line, depending on the NBN technology type used at the installation address, and any existing email accounts You may have with other internet providers.
 - (ii) impact or interfere with existing technologies or devices used at the installation address, including but not limited to, medical devices, alarms, eftpos machines and existing pay TV services.
- (b) We strongly recommend that you speak with the current provider which You purchased these existing technologies or devices from.

32 INSTALLATION AND APPOINTMENTS

- (a) On applicable NBN Service Plans, we will send you the Approved Device to be used with your NBN Service (also known as a modem) which will contain a guide on self-installation.
- (b) On other applicable NBN Service Plans, you will supply your own Compatible Modem to be used with your NBN Service.
- (c) Depending on the NBN technology type used for the installation address, You will be advised whether You will require an appointment for NBN to install any required NBN equipment or infrastructure.

- (d) There may be times where We need to refer faults to NBN, if We cannot assist you via Our troubleshooting. If NBN determines that the fault is caused by your own equipment, you may be charged a fee as set out in Your Plan Details.(d) If Your appointment needs to be rescheduled by NBN, We will use our best endeavours to give you 24 hours notice. If you wish to reschedule an installation appointment You must provide Us with at least 24 hours notice. If You do not provide us with notice or miss Your appointment, you may be charged a fee.

33 ACCESS TO PREMISES

- (a) You agree to attend or have Your authorised representative aged 18 or over be present with NBN during appointments with NBN.
- (b) You agree that you will allow NBN safe and timely access to the premises to deliver, install, connect, inspect, modify, replace, maintain, repair, reinstate, service, disconnect, remove or perform any other work on or in relation to the NBN Service, National Broadband Network, NBN equipment or infrastructure (“Works”). Where NBN advises that you have additional installation requirements such as trenching or other works in order for installation to be completed, You will be responsible for arranging and paying for these works directly via a qualified third party. You acknowledge that NBN and Vodafone are not responsible for these costs or any associated liability arising out of these additional installation requirements.
- (c) Prior to Your appointment, if you are not the owner and/or if you live in a strata property, You must obtain the owner’s consent and/or strata approval for NBN to do the above Works at the installation address. You must notify Us immediately if the consent is withdrawn prior to an appointment.
- (d) You agree that We have relied on Your authority, including Your representation of the relevant required consents, for Us to proceed with making a request to NBN to undertake the above Works at the installation address. You indemnify Us, NBN and any other relevant third party against any claim made by the owner, occupier or any other party, in relation to access to and Works undertaken at the installation address.

34 TRANSFER OF AN NBN SERVICE FROM ANOTHER PROVIDER

- (a) If You have an existing NBN service with another provider which You wish to transfer to Us, You authorise Us to transfer Your current service from the other provider on Your behalf.
- (b) You acknowledge and agree that:
 - (i) You are responsible to the other provider for all charges incurred prior to the date Your service is transferred, and all contractual obligations;
 - (ii) the same benefits eg bundle discounts from Your previous provider will not be available for the NBN Service; and
 - (iii) We are not responsible to You for any delays or a failure of the service being transferred as this is beyond Our control.

35 TRANSFERRING THE SERVICE TO ANOTHER LOCATION

The NBN Service may not be available if you move from the installation address to another location, and You will need to contact Us to check service availability at the new location. If Your NBN Service cannot be transferred to another location, and You are within Your Commitment Period, You may be charged reduced Early Termination Fees as set out in Your Plan Details.

36 RIGHTS and OBLIGATIONS

- (a) You acknowledge and accept that:
 - (i) We will disconnect or deactivate the NBN Service, an Approved Device or any of Our equipment or any other device or Compatible Modem used as part of the NBN Service if it is damaging or interfering with the performance of, or not compatible with, the National Broadband Network or any NBN equipment or infrastructure, or if any connection is not made and maintained in accordance with our arrangements with NBN.
 - (ii) where practical, We will issue You notice of planned NBN service outages.

- (iii) Our ability to provide NBN Services will be impacted by our arrangements with NBN. Where NBN no longer offer these arrangements or interrupts supply, We will no longer be able to supply You with the NBN Service and We will provide you with reasonable notice of how these changes will impact You.
 - (iv) If due to Your own fault, NBN are unable to connect the service within 4 weeks of being notified by Us that You require connection, NBN can cancel the service and You will not be Connected . If this occurs, and if we provided an Approved Device to You for the NBN Service, you will be required to return to Us, at your cost, the Approved Device in its original and unopened packaging or You will be billed the outright price of the Approved Device by Us,
- (b) You must:
- (i) ensure use of the NBN Service, including , NBN equipment or infrastructure, or any device you use in connection with the NBN Service, including any Compatible Modem is at all times lawful;
 - (ii) not, and will ensure any device you use in connection with the NBN Service, including any Compatible Modem will not damage, interfere with or interrupt the operation or performance of the NBN Service, or the National Broadband Network or damage, alter, repair, service, remove, move, access, tamper with or cause the deterioration or degradation of NBN equipment and infrastructure;
 - (iii) adhere to any reasonable directions given by Us or NBN directly in relation to the NBN Service, NBN policies or procedures, including those which protect the:
 - (A) integrity of the National Broadband Network, NBN equipment and infrastructure; and
 - (B) health or safety of any person;
 - (iv) provide assistance to Us when requested in relation to responding to a claim regarding the NBN Service;
 - (v) notifying us if you're aware of any damage to NBN equipment or infrastructure and ensuring your equipment or any device you use in connection with the NBN Service, including any Compatible Modem, used in connection with the NBN Service is maintained in good repair and working condition;
 - (vi) notify Us of any faults with any NBN equipment or infrastructure and do all that is reasonably in Your control to minimise faults; and
 - (vii) notify Us of any NBN equipment or which You are aware, or reasonably aware, requires removal upon disconnection of the NBN Service.
- (c) You acknowledge and accept that:
- (i) Your agreement or the provision of the NBN Service to You by Us does not create any contract between You and NBN and that You do not have any right, title or interest in any part of the National Broadband Network, NBN equipment or infrastructure;
 - (ii) from time to time the NBN may initiate upgrades, outages, relocations, closure or replacement and You will be obligated to continue to pay for the NBN Services throughout these periods; and
 - (iii) any deterioration of the performance of the NBN infrastructure arising out of the use by You in accordance with Your agreement will not amount to a breach of Your agreement.

37 LIABILITY AND INDEMNITY

You agree and acknowledge that:

- (a) To the maximum extent permitted by law, NBN has no liability to you arising from or in connection with the NBN Service and You must not make any claims against NBN in relation to the NBN Service.
- (b) NBN and Us are not liable for, and You indemnify Us, NBN and any other relevant third party against any action, claim, loss, liability, cost or expense arising from or in connection with:
 - (i) any including loss, theft, damage to or removal of the NBN equipment and infrastructure;

- (ii) interruption of access to the NBN Service,
- (iii) death or personal injury; and
- (iv) damage to tangible property,

except that You are not liable for any action, claim, loss, liability, cost or expense if it was caused by NBN or Us.

- (c) We are not responsible for the acts or omissions of NBN at the installation address and We do not own, and are not responsible, for the NBN equipment or infrastructure.

38 NBN CHARGES

- (a) In addition to Your NBN Service Charges for Your Plan, NBN charge Us additional charges which will be billed to You. We will notify you of these charges prior to any work being undertaken by NBN.
- (b) These NBN charges include a new development fee, If You are in a new building which has not yet been connected to the National Broadband Network, and charges associated with an NBN installation or appointment, where, for example, You have reported a fault with Your NBN Service, and no fault has been found by NBN.
- (c) Please see Your Plan Details for further information.