

SUMMARY OF STANDARD AGREEMENT FOR THE VODAFONE MOBILE TELECOMMUNICATIONS SERVICES

IMPORTANT CUSTOMER INFORMATION: YOUR RIGHTS AND OBLIGATIONS

This is a summary of the terms and conditions for the Vodafone mobile telecommunications service (**the Service**). The full terms and conditions of the Service are contained in the Standard Form of Agreement. You can obtain a copy of the Standard Form of Agreement applicable to the Service We provide You (**Your Agreement**) by phoning 1300 650 410 (**Customer Service**) or at www.vodafone.com.au. Your Agreement is binding on You.

What is the Service and by whom is it provided?

The Service is a public mobile telecommunications service having the features set out in the Description of Service Features and Charges found in Section 3 of Your Agreement. The Service is not free from faults or interruptions, is subject to our mobile coverage areas, and may only be used with a compatible mobile phone or other device. If You prepay, the Service is provided by Vodafone Network Pty Limited. If You post pay, the Service is provided by Vodafone Pty Limited.

What are the Charges?

The charges for using the Service (**Charges**) are set out in Section 3 of Your Agreement which is entitled Description of Service Features and Charges and in Section 4 of Your Agreement which is entitled, Call Plans. We may change some of the Charges from time to time. The Agreement

sets out what Charges We may change and how We will notify You of any changes. We will endeavour to incorporate all Charges that You have incurred in Your next bill or on a later bill. We will not bill You for charges that are older than 190 days unless We are permitted to do so by law. You may be eligible to participate in a special promotion or offer depending on its terms and conditions which You may view at www.vodafone.com.au.

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

If You do not pay Your bills on time for two months in a row, We may require You to provide Us with an authority to directly debit Your credit card or bank account. You must pay Us any reasonable costs that We incur in pursuing the payment of amounts You owe Us. You will also be charged a late payment fee of \$11.00. We may also suspend, limit or terminate Your Service.

How do You pay the Charges?

- Vodafone Red SIM™ customers who choose to prepay (**Vodafone Prepay Customers**)

When You purchase a Vodafone Red SIM™ prepay pack and phone Us on 1555 from Your mobile phone to register and activate for the Service, We will create a personal prepay account for You (**Prepay Account**). As You use the Service, We will deduct credits from Your Prepay Account to pay the Charges You incur. You can use the

Service at all times that Your Prepay Account has enough credits to be able to pay the Charges You have incurred.

You may recharge Your Prepay Account at any time by (i) purchasing and activating Recharge Cards (ii) registering Your credit card online or by calling 1555 and recharging with Your selected recharge amount from time to time; (iii) making a direct payment from Your bank account, or using BPAY®, if Your bank supports BPAY® as a payment method; (iv) recharging automatically through Autopay, previously known as Auto Prepay, so when Your Prepay Account drops below a preset amount determined by You, or Your credit expires (whichever is the earlier) Your credit card or nominated bank account will be automatically debited with Your selected recharge amount; or (iv) recharging automatically through Autopay so on the same day each month, Your credit card or nominated bank account will be automatically debited with Your selected recharge amount. We will not accept a recharge of Your Prepay Account if it would increase Your Prepay Account balance to more than \$1000. We will take a \$1 test payment from Your nominated bank account when You first register Your nominated bank account or when You make changes to Your bank account details in order to ensure Your nominated bank account details are correct and active. Test payments taken from Your nominated bank account will be credited to Your Prepay Account in 5 days if successful.

Where You make payments by direct debit from Your nominated bank account, in the event that Your direct debit authorisation fails, Vodafone may (1) suspend Your

account and (2) recover or remove any credit that was added to Your Prepay Account under the failed direct debit authorisation, including offsetting the failed amount against any subsequent credit balance.

Any credit in Your Prepay Account will expire at the end of the applicable expiry period from the time You activated or last recharged Your Prepay Account (whichever is later). You may use the Service to receive calls and to call 000, 112 or Customer Service for a period of 395 days (that is, a year and one month) from the time You activated or last recharged Your Prepay Account (as the case may be) even if, during that time, Your Prepay Account Balance becomes zero. We may disconnect the Service if You fail to recharge Your Prepay Account by the end of any such 395 day period. We may change expiry periods from time to time. The Agreement sets out how We will notify You of any such changes.

We will not send You any usage charge records unless You request Us to do so. We will charge You for each usage charge record You request. Usage charge records are also available online at My Vodafone.

- Vodafone Red SIM™ customers who choose to post pay (Vodafone Red SIM™ On Account Customers).

We will either: (i) send You a paper bill; or (ii) issue You with bills via “My Vodafone” which You can access at

www.vodafone.com.au, as You elect in Your application form or instruct Us at any time.

We will bill You once a month regardless of the total value of Your bill for the month. If You are an On Account Customer You will not be charged for bills, unless You require an additional bill copy. All bills issued via “My Vodafone” are free.

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. The bill will indicate the ways in which You are able to pay.

What are Your obligations?

You must pay Us all the Charges (and taxes) incurred by using the Service via Your SIM card, even if those Charges are incurred by someone else (with or without Your knowledge and/or consent). You must not use the Service (and must not allow any other person to use the Service) for an improper or illegal purpose, or to send material which is indecent, defamatory, abusive, unsolicited and commercial in nature, illegal or deceptive. You must protect Your SIM card (which remains our property at all times) and notify Us immediately if it is lost or stolen. You must not resell the Service.

What is the term of Your Agreement and how can it be terminated?

If You are a Prepay Customer Your Agreement starts when You activate Your Prepay Account. If You are an On Account Customer Your Agreement starts when You are

first connected. Your Agreement ends at the earlier of when:

- it is terminated by Us or by You; or
- if You are an On Account Customer, the expiry of Your Call Plan Term; or
- if You are a Prepay Customer, when You do not recharge within 395 days after You activated or last recharged Your Prepay Account (whichever is the later) and We disconnect Your service.

We may immediately (and without first giving You notice) terminate Your Agreement (or suspend the Service or any feature of it) in a number of cases, including: (i) if You fail to pay Us the Charges; (after We have sent You a notice) (ii) You are otherwise in material breach which You fail to correct within 7 days after We request; and (iii) if We believe You are using the Service to commit unauthorised or unlawful activities. We may also terminate Your Agreement by giving You reasonable notice (at least 14 days).

You may terminate Your Agreement at any time by giving Us written notice. If You are an On Account customer, termination of Your Agreement will be effective once You pay Us Your outstanding account balance. **If You are an On Account Customer with a lock-in contract and Your Agreement is terminated (either by You or by Us) during the term of Your Call Plan, You must pay Us the monthly access fees for the balance of the term of Your Call Plan or an Early Termination Payment as specified in Your Call Plan** (except where We terminate

on the instruction of certain third parties, for technical problems by relying on our right to terminate by giving reasonable notice or where You demonstrate that changes have been made to Your Call Plan which have had a minor detrimental impact on Your use of the Service).

If You are a Vodafone Red SIM™ Prepay Customer and Your Agreement is terminated (either by You or by Us), any credit in Your Prepay Account will be cancelled and not refunded (except where We terminate on the instruction of certain third parties or for technical problems by relying on our right to terminate by giving reasonable notice or where You demonstrate that changes have been made to Your Call Plan which have had a minor detrimental impact on Your use of the Service).

Liability

The Trade Practices Act and other similar legislation imply certain conditions and warranties into Your Agreement. We are liable to You if We breach any of those conditions and warranties. We limit our liability to the extent permitted by the Trade Practices Act. Our maximum liability under the Agreement (except for breach of a term implied by the Trade Practices Act) is limited to the total Charges paid by You during the 1 month period prior to Your claim.

Indemnity

You indemnify Us (that is, We can make You pay for) any loss or damage We suffer relating to the use of the Service or the Vodafone Network by You. This indemnity does

not apply to any loss or damage that We have caused.

Privacy of Your personal information

We and/or our agents may collect personal information about You (**Your Personal Information**) for the primary purpose of providing You the Service. If You do not provide Personal Information to Us, We will not be able to provide You the service. We may use Your Personal Information for purposes that are related to providing You the Service and which You would reasonably expect Us to use that information for (the **Purpose**). If You request in writing, We will give You access to Your Personal Information and correct Your Personal Information that is inaccurate or incomplete. We may receive and disclose Your Personal Information to and from: (i) credit providers or credit reporting agencies for the purposes permitted under the *Privacy Act*; (ii) law enforcement agencies to assist in prevention of crime; or (iii) our service/content providers, dealers/agents and related companies for the Purpose. We may also disclose Your Personal Information to other third parties if required by law, if disclosure is permitted under the *Privacy Act* or other legislation, or the third party agrees to keep it confidential.

How may We vary Your Agreement?

The Terms of Your Agreement that We may vary and the amount of notice We are required to give You depends on whether or not You have a lock-in contract. Refer to the Agreement for further details. Please note that variations We may make include changes to the Charges, expiry periods and features of the Service. The current version of

Your Agreement and a list of detrimental changes that have been made is available at www.vodafone.com.au. We suggest You refer to this periodically. We may send You such notices to any email address, postal address or fax number You have provided us, and where We are permitted to do so in the Agreement via TXT messages to Your mobile phone.

Enquiries and Complaints

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

Vodafone's Complaint Handling Policy is also available by calling 1800 638 638. Where You are dissatisfied with the outcome of a complaint that You have raised with Vodafone You may take the matter to the Telecommunications Industry Ombudsman (TIO), the Office of Fair Trading (OFT) in Your State/Territory, and/or, in the case of a privacy complaint, the office of the Federal Privacy Commissioner. The TIO deals with complaints that You have not been able to resolve with Us. The OFT can provide You with information on Your rights and assistance with resolving disputes with Us.