

Shared Business Cap

Looking for affordability, flexibility and simplicity? Then look no further than a shared Business Cap. You choose one Cap but share the value of it by spreading the minutes and TXTs across the heavy and light mobile users within your team in Australia. And now Vodafone's shared Business Caps feature more value than ever before:

- Per second billing – so you only pay for what you use (minimum 22 second call duration)
- Additional Vodafone-to-Vodafone minutes, for calls to other Vodafone mobiles within Australia – Perfect for team members who need to be in constant contact. Also includes voicemail calls
- Flexibility – add or remove users within your Cap range when you need to
- Business Customer Care – Assistance when you need it, 24/7

Choose your cap:

Shared Business Cap						
Cost	Users	Minutes	TXT	Data	Handset Credit for 24 month contract	Handset Credit for 12 month contract
\$99	2-3	800*	200	100MB	\$500	\$200
\$149	2-4	1,000*	300	150MB	\$1,100	\$440
\$229	2-6	1,400*	400	200MB	\$1,400	\$560
\$349	2-8	2,800	600	300MB	\$2100	\$840
\$469	2-12	4,000*	800	500MB	\$2,900	\$1,200
\$599	2-16	5,600*	1,400	800MB	\$3,700	\$1,500
\$749	2-22	7,200*	1,800	1GB	\$5,000	\$2,000
\$999	2-30	10,800*	3,000	1GB	\$6,000	\$2,400
\$1,199	2-40	16,000*	4,000	2GB	\$7,500	\$3,000

\$1,399 2-50 20,000* 5,000 2GB \$8,800 \$3,500

* 50% of the minutes are included standard minutes and 50% is for Vodafone to Vodafone minutes.

Terms and Conditions

Shared Business Caps and shared Business Caps with BlackBerry®

1 Terms & conditions for shared Business Caps and shared Business Caps with BlackBerry®

(a) Shared Business Caps are available to credit approved customers who agree to a minimum commitment period of 12 or 24 months.

Shared Business Cap Minimum Monthly Spend	Min spend over contract term - 12 months (GST Inc)	Min spend over contract term - 24 months (GST Inc)	Early Exit Fee
\$99	\$1,188	\$2,376	\$99 x remaining months left on contract
\$149	\$1,788	\$3,576	\$149 x remaining months left on contract
\$229	\$2,748	\$5,496	\$229 x remaining months left on contract
\$349	\$4,188	\$8,376	\$349 x remaining months left on contract
\$599	\$7,188	\$14,376	\$599 x remaining months left on contract
\$749	\$8,988	\$17,976	\$749 x remaining months left on contract
\$999	\$11,988	\$23,976	\$999 x remaining months left on contract
\$1199	\$14,388	\$28,776	\$1199 x remaining

			months left on contract
\$1399	\$16,788	\$33,576	\$1399 x remaining months left on contract

(b) Shared Business Caps with BlackBerry® are available to credit approved customers who agree to a minimum commitment period of 24 months.

Shared Business Cap with BlackBerry® Minimum Monthly Spend	Minimum cost over 24 month period	Early Exit Fee
\$249	\$5,976	\$249 x remaining months left on contract
\$549	\$13,176	\$549 x remaining months left on contract
\$899	\$21,576	\$899 x remaining months left on contract
\$1699	\$40,776	\$1699 x remaining months left on contract

(c) A minimum of 2 connections per account must be connected. The maximum number of mobile users which can be connected to one account at any one time will be based on the shared Business Cap or shared Business Cap with BlackBerry® a customer is connected to at the relevant time. For customers who exceed the maximum number of users a \$10 additional user charge for shared Business Cap and a \$49.95 additional user charge for shared Business Cap with BlackBerry® will be applied for each connection over the maximum number of users permitted for the selected shared Business Cap or shared Business Cap with BlackBerry® will be charged.

(d) Minimum Monthly Spend and minimum cost over contract term excludes handset/device payments and additional or excluded call, data or service costs.

(e) Minimum total cost over contract term is calculated by multiplying the Minimum Monthly Spend by the contract period.

(f) Early Exit Fee, which is payable if a customer does not remain connected to their selected Cap for the contract period, is in addition to any handset/device payments and additional or excluded call, data or service costs.

(g) Customers can add or remove connections to their shared Business Cap or shared Business Cap with BlackBerry® account within the connection limits allowed for their selected cap level. The EEF is only triggered at an account level when all connections are disconnected causing the shared Business Cap or shared Business Cap with BlackBerry® account to close.

(h) For the shared Business Cap and shared Business Cap with BlackBerry®, included Standard Minutes, Vodafone to Vodafone Minutes, Standard TXT and Mobile Internet Data, are to be shared amongst the Vodafone mobiles connected to the main account within Australia, on a first-in-first-served basis and can only be used on included call, TXT types, data and services.

(i) For the shared Business Cap and shared Business Cap with BlackBerry®, included Standard Minutes, Vodafone to Vodafone Minutes, Standard TXT and Mobile Internet Data are subject to a 1 month expiry period and are for use within Australia only.

(j) The following call types are eligible for deduction from the Standard Minutes entitlement awarded with the shared Business Caps and shared Business Caps with BlackBerry®: all standard calls to landlines and mobile numbers within Australia, call diversions to landlines and mobiles within Australia (including diversions to Vodafone mobiles, including when national roaming) and calls to 13, 15 and 18 numbers. If usage of these call types exceeds the monthly entitlement awarded, customers will be charged the Minimum Monthly Spend of their selected shared Business Cap and shared Business Cap with BlackBerry® and for any calls made above the entitlement awarded (plus for any excluded services). See rates table for charges which apply to calls used above the included monthly entitlement.

(k) The following call types are eligible for deduction from the Vodafone to Vodafone Minutes entitlement awarded with the shared Business Caps and shared Business Caps with BlackBerry®: Standard Calls to other Vodafone mobile numbers within Australia, Voicemail retrieval, including calls made using the call return feature within voicemail via 121 and all calls whilst national roaming. If usage of these call types exceeds the monthly entitlement awarded, these call types will then be deducted from the Standard Minutes entitlement awarded. Once the Standard Minutes entitlement has been used up, customers will be charged the Minimum Monthly Spend of their selected shared Business Cap and shared Business Cap with BlackBerry® and for any calls made above the entitlement awarded (plus for any excluded services). See rates table for charges which apply to Vodafone to Vodafone calls used above the included monthly entitlement.

(l) Standard Minutes and Vodafone to Vodafone Minutes are deducted from the Standard Minutes and Vodafone to Vodafone Minutes entitlements, respectively, per second, with a minimum duration of 22 seconds.

(m) Calls and services for which customers will be charged in addition to their Minimum Monthly Spend of the selected shared Business Cap or shared Business Cap with BlackBerry® and which are not eligible for entitlement deduction include, but are not limited to, international calls (including when national roaming), Standard and international video calls, 123-Ask us anything, 1223 Directory Assistance, international roaming, Mobile Internet, Vodafone live! content and chat purchases, My Vodafone content purchases, premium numbers and services, CALLScreen and STK (SIM Toolkit), IVR & Web Services Content Purchases.

(n) The following SMS types are eligible for deduction from the TXT entitlement awarded with the shared Business Caps and shared Business Caps with BlackBerry®: Standard & international TXT & PXT (excluding Video PXT) sent from within Australia. If usage of these services exceeds the monthly entitlement awarded, customers will be charged the Minimum Monthly Spend of their selected shared Business Cap or shared Business Cap with BlackBerry® and for any TXT sent above the entitlement awarded (plus for any excluded services). See rates table for charges which apply to TXT used above the included monthly entitlement.

(o) TXTs will be deducted from TXT allocation per TXT message sent for all included SMS types (up to 160 characters per TXT message).

(p) TXT for which customers will be charged in addition to the Minimum Monthly Spend of the selected shared Business Cap or shared Business Cap with BlackBerry® and which are not eligible for entitlement deduction include, but are not limited to: Premium TXT and services (eg. TXT voting, TXT competitions, 1900 numbers and competitions), Standard and international video PXT® and TXT delivery receipts. See rates table for charges for these services.

(q) Included Mobile Internet Data entitlement is subject to a 1 month expiry period and is for use within Australia on Vodafone's GPRS and 3G networks. Included data which is not used by the end of the monthly billing period or when a customer terminates their contract with Vodafone is forfeited. A session starts when a customer first connects to the Data Services and ends when a customer disconnects from the Data Services. Mobile Internet Data usage is calculated per KB. Data usage over the included monthly data allowance is charged at \$0.50 per MB (with a minimum charge per session of 12KB). Included voice entitlements cannot be used for excess data usage charges. Data usage over the included monthly data allowance will need to be paid for separately for each connection, in addition to the Minimum Monthly Spend of the selected Shared Business Cap or Shared Business Cap with BlackBerry®.

2 Shared Business Cap with BlackBerry®

(a) The Unlimited BlackBerry® email (BlackBerry® Internet Service (BIS) version or BlackBerry® Enterprise Service (BES) version) included with shared Business Cap with BlackBerry® is subject to Vodafone's Fair Use Policy. Unlimited BlackBerry® email provides access to BlackBerry® Data Services which enables customers to send and receive emails. For shared Business Caps with BlackBerry®, Unlimited BlackBerry® email is to be

shared amongst the Vodafone mobiles connected to the main account, on a first-in-first-served basis. A session starts when a customer first connects to the BlackBerry® Data Services and ends when a customer disconnects from the BlackBerry® Data Services. The BlackBerry® browser icon or any specific application browser icon loaded on the customer's BlackBerry® at the time of purchase (excluding Compass and Pocket Life) must be used to access the internet to ensure data usage is taken out of the included data awarded with Unlimited BlackBerry® email. Accessing the internet through any other icon such as Vodafone live! will attract additional charges of \$0.12 per MB (with a minimum charge per session of 50KB), once the included Mobile Internet Data allowance for the shared Business Cap with BlackBerry® a customer is connected to at the relevant time has been used. Included data awarded for Unlimited BlackBerry can be used to browse Vodafone live! (but not downloads) and access any webmail account supported by BIS (including Yahoo!, Hotmail, Gmail and Pop3/IMAP). Included BlackBerry® Data awarded does not include access to Compass; Pocket Life; Vodafone live! Downloads, You Tube and other video streaming or downloads from any application not loaded by Vodafone or Research In Motion (RIM); Premium TXT and Chat; or single downloads of 3MB or larger. Unlimited BlackBerry® email can only be activated on BlackBerry® Built-In handhels as authorised by Vodafone and RIM. Unlimited BlackBerry® email applies to email data usage within Australia on Vodafone's GPRS network for the BlackBerry® Internet Service, applicable to retail consumers. In addition to the terms and conditions set out above in relation to use of Unlimited BlackBerry® email, RIM's standard terms and conditions associated with the use of BlackBerry® from Vodafone, the BlackBerry® Internet Service, the BlackBerry® Built-In handheld and other associated products will also apply to use of these products and services.

3 Shared Business Cap with BlackBerry® Included BlackBerry Software Promotion – available until November 30, 2009

(a) Customers connecting to a shared Business Cap with BlackBerry® on a 24 month contract who choose to use the BlackBerry® Enterprise Service (BES) version are able to take up free BlackBerry® Professional Software and Client Access Licenses for up to 30 users. Customers who choose to use the BlackBerry® Internet Service (BIS) version will not receive free BlackBerry® Professional Software and Client Access Licenses as this software is not required to use BlackBerry® Internet Service (BIS).

(b) Client Access Licenses will be issued for each mobile user connecting to the account, up to the maximum user limit of the selected shared Business Cap with BlackBerry® they are connected to.

(c) Customers connecting additional mobile users within or up to the limit of the shared Business Cap with BlackBerry® they are connected to during the term of their contract who are using the BlackBerry® Enterprise Service (BES) version are able to receive a free Client Access License for each of the additional mobile users.

(d) Customers adding additional mobile users above the limit of their selected shared Business Cap with BlackBerry® must pay for any additional Client Access Licenses required. If the customer subsequently moves to a shared Business Cap with BlackBerry® with a higher maximum user limit, any Client Access Licenses previously purchased by the customer may be used but cannot be refunded and exchanged for a free Client Access License.

(e) BlackBerry® Professional Software is a RIM product which supports a maximum of 30 BlackBerry® Enterprise Service (BES) users. Customers wishing to connect more than 30 users to the BlackBerry® Enterprise Service (BES) must upgrade from BlackBerry® Professional Software to full BlackBerry® Enterprise Server software. The customer will be responsible for any costs associated with upgrading the software.

(f) BPS and Client Access Licenses are not transferrable for cash, credit, hardware or other services provide by Vodafone or RIM.

(g) The BlackBerry® Internet Service (BIS) and BlackBerry® Enterprise Service (BES) can only be activated on BlackBerry® Built-In handholds as authorised by Vodafone and RIM.

(h) In addition to the terms and conditions set out above in relation to use of shared Business Caps with BlackBerry, RIM's standard terms and conditions associated with the use of BlackBerry® from Vodafone, the BlackBerry® Enterprise Service, the BlackBerry® Internet Service, the BlackBerry® Built-In handheld, BlackBerry® Professional Software, Client Access Licenses and other associated products will also apply to the use of these products and services.

(i) Promotion ends November 30, 2009.

4 Shared Business Cap and Shared Business Cap with BlackBerry® Add-Ons

(a) The Monthly Fees for these add ons are minimum monthly spends and are charged in addition to the Minimum Monthly Spend of the shared Business Caps and shared Business Caps with BlackBerry®..

TXT and Minute Bolt Ons

(a) TXT and Minute Bolt Ons are available on a month to month basis to customers connected to a shared Business Cap or Shared Business Cap with BlackBerry®.

(b) Minimum Monthly Spend for the TXT and Minute Bolt Ons is in addition to the Minimum Monthly Spend of the selected Shared Business Cap or Shared Business Cap with BlackBerry®and excludes handset/device payments and additional or excluded call, data or service costs.

(c) The TXT and Minute Bolt On entitlement when applied to a shared Business Cap or shared Business Cap with BlackBerry® is to be shared amongst the Vodafone mobiles connected to the main account within Australia, on a first-in-first-served basis and can only be used on included call and TXT types and services.

(d) The following call types are eligible for deduction from the entitlement awarded with the Minute Bolt On: all standard calls to landlines and mobile numbers within Australia, call diversions to landlines and mobiles within Australia (including diversions to Vodafone mobiles, including when national roaming) and calls to 13, 15 and 18 numbers. If usage of these call types exceeds the monthly entitlement awarded, with the Minute Bolt On customers will be charged the Minimum Monthly Spend of their selected shared Business Cap and shared Business Cap with BlackBerry®, the monthly fees for the Minute Bolt On and for any calls made above the entitlement awarded (plus for any excluded services). See rates table for charges which apply to calls used above the included monthly entitlement.

(e) The following SMS types are eligible for deduction from the TXT entitlement awarded with the TXT Bolt On: Standard & international TXT (up to 160 characters per TXT message) & PXT® (excluding Video PXT®) sent from within Australia. If usage of these services exceeds the monthly entitlement awarded, customers will be charged the Minimum Monthly Spend of their selected shared Business Cap or shared Business Cap with BlackBerry®, the monthly fees for the TXT Bolt On and for any TXT sent above the entitlement awarded (plus for any excluded services). See rates table for charges which apply to TXT used above the included monthly entitlement.

(f) Only 1 TXT Bolt On and 1 Minute Bolt On permitted within each billing cycle.

(g) Included TXT and Minutes awarded with the TXT and Minute Bolt Ons are subject to a 1 month expiry period and are for use in Australia. Included TXT and Minutes which are not used by the end of the monthly billing period are forfeited.

(h) Monthly fees for the TXT and Minute Bolt Ons are to be paid on a pro rate basis from the date the customer first connects to the TXT Bolt On and/or Minute Bolt On until the first full monthly billing cycle.

(i) The Monthly fees will continue to be charged and will continue to apply until the end of the month in which the customer notifies Vodafone that they want to discontinue the TXT and/or Minute Bolt Ons.

BlackBerry® Internet and BlackBerry® Enterprise Data Bundles

(a) BlackBerry® Internet and BlackBerry® Enterprise Data Bundles are only available with shared Business Caps and are not available with the shared Business Cap with BlackBerry®.

(b) The BlackBerry® Internet and BlackBerry® Enterprise Data Bundles provide access to Data Services which enables customers to send and receive emails. A session starts when a customer first connects to the Data

Services and ends when a customer disconnects from the Data Services. Included data awarded is for use within Australia on Vodafone's GPRS network for the BlackBerry® Internet Service, applicable to retail consumers.

(c) Customers connected to the month to month \$14.95 or \$34.95 BlackBerry® Internet Data Bundles or the \$29.95 or \$49.95 BlackBerry® Enterprise Data Bundles must be connected for a minimum of one full billing cycle. The minimum monthly access fee will continue to be charged and will continue to apply until the end of the month in which the customer notifies Vodafone that they want to discontinue the service.

(d) The \$24.95 Unlimited BlackBerry® Internet Data Bundle has a minimum commitment period of 24 months. The minimum total cost over the contract term is \$598.80. If a customer does not remain connected for the 24 month contract period, they will be subject to an EEF of \$12.50 x remaining months on contract.

(e) The \$39.95 Unlimited BlackBerry® Enterprise Data Bundle has a minimum commitment period of 24 months. The minimum total cost over the contract term is \$958.80. If a customer does not remain connected for the 24 month contract period, they will be subject to an EEF of \$20 x remaining months on contract.

(f) The Unlimited BlackBerry® Internet and BlackBerry® Enterprise Data Bundles and subject to Vodafone's Fair Use Policy.

(g) The BlackBerry® Internet and BlackBerry® Enterprise Data Bundles which have a specified amount of data, will incur additional charges where use is over the included monthly data allowance. Additional data usage is charged at \$5.00 per MB (with a minimum charge per session of 2KB). Included voice credit cannot be used for excess data usage charges. Data usage over the included monthly data allowance will need to be paid for separately, in addition to the Minimum Monthly Spend.

(h) The BlackBerry® browser icon or any specific application browser icon loaded on the customer's BlackBerry® at the time of purchase (excluding Compass and Pocket Life) must be used to access the internet to ensure data usage is taken out of the included data awarded with the BlackBerry® Internet and BlackBerry® Enterprise Data Bundles. Accessing the internet through any other icon such as Vodafone live! will attract additional charges outside the included data allowance of \$5.00 per MB (with a minimum charge per session of 2KB).

(i) Included data awarded can be used to browse Vodafone live! (but not downloads) and access any webmail account supported by BIS (including Yahoo!, Hotmail, Gmail and Pop3/IMAP) and BlackBerry® Enterprise Service. Included data awarded does not include access to Compass; Pocket Life; Vodafone live! downloads or downloads from any application not loaded by Vodafone or Research In Motion (RIM); Premium TXT and Chat; single downloads of 3MB or larger; or video streaming.

(j) The BlackBerry® Internet and BlackBerry® Enterprise Data Bundles can only be activated on BlackBerry® Built-In handhels as authorised by Vodafone and RIM.

(k) In addition to the terms and conditions set out above in relation to use of the The BlackBerry® Internet and BlackBerry® Enterprise Data Bundles, RIM's standard terms and conditions associated with the use of BlackBerry® from Vodafone, the BlackBerry® Internet Service, the BlackBerry® Built-In handheld and other associated products will also apply to use of these products and services.

Mobile Internet Data Bundles

(a) The Mobile Internet Data Bundle bolt-ons provide a specified amount of data each month. A session starts when a customer first connects to the Data Services and ends when a customer disconnects from the Data Services. Included data awarded is for use in Australia only on Vodafone's GPRS and 3G networks.

(b) Customers connected to the month to month \$4.95, \$9.95, \$19.95, \$34.95 or \$39.95 Mobile Internet Data Bundles must be connected for a minimum of one full billing cycle. The minimum monthly access fee will continue to be charged and will continue to apply until the end of the month in which the customer notifies Vodafone that they want to discontinue the service.

(c) The \$24.95 1GB Mobile Internet Data Bundle has a minimum commitment period of 24 months. The minimum total cost over the contract term is \$598.80. If a customer does not remain connected for the 24 month contract period, they will be subject to an EEF of \$12.50 x remaining months on contract.

(d) The \$29.95 2GB Mobile Data Bundle has a minimum commitment period of 24 months. The minimum total cost over the contract term is \$718.80. If a customer does not remain connected for the 24 month contract period, they will be subject to an EEF of \$15 x remaining months on contract.

(e) Data usage is calculated per KB. Data usage over the included monthly data allowance is charged at \$0.12 per MB (with a minimum charge per session of 50KB). Included voice credit cannot be used for excess data usage charges. Data usage over the included monthly data allowance will need to be paid for separately, in addition to the Minimum Monthly Spend.

Mobile Broadband Bundles

(a) The Mobile Broadband Bundles provide a specified amount of data each month. A session starts when a customer first connects to the Data Services and ends when a customer disconnects from the Data Services. Included data awarded is for use in Australia only on Vodafone's GPRS and 3G networks.

(b) Customers connected to the month to month 1GB \$24.95 Mobile Broadband Bundle must be connected for a minimum of one full billing cycle. The minimum monthly access fee will continue to be charged and will

continue to apply until the end of the month in which the customer notifies Vodafone that they want to discontinue the service.

(c) The \$24.95 1GB Mobile Broadband Bundle has a minimum commitment period of 24 months. The minimum total cost over the contract term is \$598.80. If a customer does not remain connected for the 24 month contract period, they will be subject to an EEF of \$12.50 x remaining months on contract.

(d) The \$29.95 2GB Mobile Broadband Bundle has a minimum commitment period of 24 months. The minimum total cost over the contract term is \$718.80. If a customer does not remain connected for the 24 month contract period, they will be subject to an EEF of \$15.00 x remaining months on contract.

(e) The \$39.95 5GB Mobile Broadband Bundle has a minimum commitment period of 24 months. The minimum total cost over the contract term is \$958.80. If a customer does not remain connected for the 24 month contract period, they will be subject to an EEF of \$20 x remaining months on contract.

(f) The \$59.95 5GB Mobile Broadband + Dell Netbook Bundle has a minimum commitment period of 24 months. The minimum total cost over the contract term is \$1438.80. If a customer does not remain connected for the 24 month contract period, they will be subject to an EEF of \$40 x remaining months on contract.

(g) Data usage is calculated per KB. Data usage over the included monthly data allowance is charged at \$0.10 per MB charged per KB (with a minimum charge per session of 60KB). Included voice credit cannot be used for excess data usage charges. Data usage over the included monthly data allowance will need to be paid for separately, in addition to the Minimum Monthly Spend.

5 Other things customers should know

(a) A customer may request to change from their shared Business Cap and shared Business Cap with BlackBerry® only once per monthly billing period by calling Vodafone Customer Care. If the customer does this, the customer must accept the terms of their new contract (including any applicable Early Exit Fee, plan change fee and/or handset recovery fee or handset early exit fee). Any credit, discounted call or TXT rates or other bonus options, as applicable, from the customer's existing shared Business Cap or shared Business Cap with BlackBerry® are forfeited. For changes including moving from a shared Business Cap or shared Business Cap with BlackBerry® to a lower value shared Business Cap or shared Business Cap with BlackBerry®, the customer will be charged 100% of the difference in the Minimum Monthly Spend multiplied by the months remaining in their contract. Customers are able to move up or down within the shared Business Cap and shared Business Cap with BlackBerry® range whilst still in contract with no penalty as long as they do not go below the Minimum Monthly Spend of the shared Business Cap or shared Business Cap with BlackBerry® that they first connected to. If the customer removes all connections causing their account to close within the contract period, an Early Termination Payment, including an Early Exit Fee or Handset Early Exit Fee may

apply. Any such change must be requested at least 1 day prior to the customer's next billing period and will take effect from the start of the customer's next monthly billing period. Contact Vodafone Customer Care for more information.

(b) Standard Calls include calls to and from a customer's 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, excluding, without limitation, international calls, calls to special numbers and services, video calls and national and international roaming calls made when a customer roams on the public mobile telecommunications networks of other carriers in Australia and overseas.

(c) Standard TXT includes sending TXT from a customer's 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, Premium TXT, Vodafone live! and SIM Toolkit services. The Standard TXT rate applies to Standard TXT sent up to 160 characters. If one message is more than 160 characters each additional character will form part of a new message up to a maximum of 154 characters per subsequent message, with each subsequent message attracting the applicable rate.

(d) Actual call charges may vary on statement as each call charge is rounded up to the nearest cent before GST is included. All prices are subject to change.

(e) Customers will be allocated to a bill cycle shortly after they connect to their chosen Vodafone Cap. The 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. Additional call usage charges are billed at the end of each monthly billing period. Once allocated to a bill cycle, customers may receive a first bill within 1 to 7 days to cover that period. As the first full billing period would not have commenced, the Minimum Monthly Spend will be calculated on a pro rata basis. Any unused credit awarded will be forfeited after this time. A customer's first bill will also contain the Minimum Monthly Spend for the next full monthly billing period and any charges for any additional and/or excluded calls made and/or data or services used during that initial period. Once the full monthly billing period commences, the one month expiry period for credit and/or data, as applicable will apply.

(f) Paperless billing is the default bill delivery method for Vodafone customers. Vodafone will not provide paper bills except in special circumstances. Special circumstances include: (a) for disabled or disadvantaged customers for whom there will be no charge for a paper bill once Vodafone is notified and has ascertained (at Vodafone's sole discretion) the customer's circumstances; (b) for customers connected to Business call and data caps or plans for whom there will be no charge for a paper bill; and (c) any other circumstances as determined by Vodafone (at Vodafone's sole discretion) and for which a charge of \$2.20 per paper bill may be

applied. If such a charge is applied the charge is not included in the awarded credit and will be charged in addition to the Minimum Monthly Spend.

(g) Customers on contracts may suspend the commitment period of their contract for between 1 to 3 consecutive calendar months once during their commitment period by calling Customer Care. Customers will be charged an amount for each month that their commitment period is suspended based on the contract they are connected to at the time – contact Customer Care for relevant charges. The period of the suspension will be added to a customer's overall commitment period.

(h) For customers on contracts any free or discounted mobile handset offers are only available from Vodafone's selected mobile handset range when a customer connects to a contract and cannot be redeemed for cash or as a credit against a customer's call or service costs with Vodafone. These mobile handset offers are not available if an existing customer switches between contracts during their commitment period.

(i) A compatible handset is required to use 3G services, GPRS, Vodafone live! services, PXT® and Video PXT®, video calling and other special services. Certain services, such as PXT® and video calling also require the person the customer is calling to have a compatible handset.

(j) All Vodafone services are subject to local and overseas network limitations and availability and individual handset and device capabilities. 3G services are only available in 3G coverage areas with a 3G capable device. 3G available in selected metro areas of capital cities and some larger regional centres. Mobile Broadband available in 3G Mobile Broadband Zones. Typical download speeds between 300 kbps and 1.5 mbps. Burst speeds of up to 3.6 mbps may be experienced in some metropolitan areas. Slower access and download speeds may be experienced on Vodafone's 2.5G network and in regional areas. Individual customer experience may vary – data capacity and speed experienced may be slower than advertised speeds and can vary due to coverage, location, hardware and software configuration, capability and load of sites visited and general network and internet traffic. Some email and internet services may not be accessible. For the latest information on Vodafone's network in Australia or overseas, visit vodafone.com.au/coverage.

(k) When using Data Services, some internet and web sites and services and some email services may not be accessible.

(l) Handsets and devices purchased through Vodafone outlets in Australia may be locked to the Vodafone network. A fee may apply for unlocking selected handsets, visit vodafone.com.au/unlock or call 1555 for more details.

(m) Mobile Payment Plan is available to credit approved customers on contract. Terms and conditions apply, visit vodafone.com.au for more details.

6 International roaming with Vodafone World™ and Vodafone Traveller

(a) Higher rates apply when international roaming. For rates which apply to international roaming on Vodafone World™ or Vodafone Traveller, go to vodafone.com.au/businessroaming. To activate international roaming, contact Vodafone customer care at least 72 hours prior to departure. A security deposit may be required. Some Vodafone services may not be available while roaming in some countries. Customers must specifically opt-in to Vodafone Traveller; Vodafone World™ is the default roaming product for postpay customers. Vodafone World™ and Vodafone Traveller international roaming charges will be charged in addition to a customer's Minimum Monthly Spend.

7 Vodafone Standard Form of Agreement

(a) Use of Vodafone services is also governed by the Vodafone Standard Form of Agreement which sets out in greater detail the terms and conditions which apply to the voice and data plans. For full terms and conditions of, and a full price list for accessing and using, Vodafone plans and services see the Vodafone Standard Form of Agreement at vodafone.com.au/sfoa.

(b) For customers on contracts, although the contract (and liability to pay an Early Termination Payment, such as an Early Exit Fee and Handset Recovery Fee or Handset Early Exit Fee) commences with a customer's acceptance of the terms and conditions that apply to their selected Vodafone Cap, the commitment/contract period will not commence until a customer's service is activated.

(c) All prices and credit expiry periods are current as of June 2009 and are subject to change.