3 Mobile Products

1. What Terms and Conditions Apply to my 3 Product or Products?

(a) The terms and conditions that will apply to your Product or Products are:

(i) all the terms and conditions provided to you when you agree to purchase a Product, including all the terms and conditions contained in this document and any terms and conditions contained in any application form you complete when purchasing a Product; and

(ii) all the terms and conditions contained in the 3 Standard Form of Agreement (**SFOA**) which is available at www.three.com.au,

(collectively, the "**Terms**").

(b) When you agree to purchase a Product you accept the Terms.

(c) Your contract commences on your acceptance of the Terms, however, any minimum contract term which applies does not commence until your service is activated.

(d) The Terms may be changed by 3 from time to time. 3 will comply with relevant laws, regulations and industry codes if it makes any such changes.

For more information, call 3 or visit www.three.com.au.

2. Postpaid and Prepaid Products, and the Terms

(a) 3 customers can purchase both "Prepaid Products" and "Postpaid Products" from 3. These Product types are explained in this section.

(b) "Prepaid Products" are purchased entirely in advance, and provide you with a specified amount of credit that you can use on 3 Products and services.

(c) "Postpaid Products" are purchased by issuing you with a bill for 3 Products and services that you have already used, or that you have agreed to pay a specified regular amount for. Postpaid Products are usually (although not always) wholly or partly paid in arrears.

(d) The Terms that apply to you vary depending on whether you purchase a Prepaid Product or a Postpaid Product.

3. Important Things You Need to

Availability (Prepaid Products and Postpaid Products)

(a) Unless otherwise stated, the 3 contracts and products referred to in the Terms (**Products**) are for personal use only, and are not available to medium to large business/corporate and commercial customers. Medium to large business/corporate and commercial customers should contact 3 for information about 3's business products.

(b) The Products are available to eligible and, for Postpaid Products, credit approved, customers only.

(c) 3's Fair Use Policy applies to all 3 Products.

(d) Unless otherwise stated, only one 3 Cap Product can be used per connection to our network.

(e) Devices may be locked to our network. A fee may apply to unlock.

Factors affecting availability and performance (Prepaid Products and Postpaid Products)

(a) Network coverage and many other factors may affect the availability and performance of certain Products.

(b) Certain Products, services and functions are only available if used in conjunction with a compatible mobile or other device and if in a compatible coverage area. Not all mobile devices are compatible with our network.

(c) **Broadband availability**: For 3 customers, Broadband speeds and high bandwidth applications i.e. video streaming, video calling and music downloads, are only available in Vodafone's 3G Mobile Broadband Standard Coverage area &, if you have a U850MHz compatible device, in Vodafone's 3G 850 MBB coverage area &, if you have a U900MHz compatible device, Vodafone's 3G MBB Regional Coverage area (however, speeds will be slower in the 3G MBB Regional Coverage area than the other areas) &, if you have a compatible device, the 3G Roaming Zone. Actual speed achieved varies depending on factors such as device capabilities, location and network congestion. Go to Vodafone.com.au/coverage for more details about Vodafone coverage and three.com.au/coverage for more details about the 3G Roaming Zone

(d) All 3 services are subject to local and overseas network limitations and availability and individual handset and device capabilities. For the latest information on our network in Australia or overseas, visit www.three.com.au/coverage.

(e) The Terms and brochures describing the Products contain details regarding device compatibility, network capability and availability relating to the "Vodafone" network. However, notwithstanding anything else in our contract with you, we may provide services to you using any telecommunications network we consider appropriate, including (but not limited to) the "Vodafone" networks operated by, for or on behalf of Vodafone Network Pty Limited and Vodafone Australia Pty Limited and the "3" network operated by, for or on behalf of Vodafone Hutchison Australia Pty Limited. For more information about the Vodafone network, and roaming services, see the coverage maps available at www.three.com.au/coverage and www.vodafone.com.au/coverage.

Data services (Prepaid Products and Postpaid Products)

(a) For data Products, a data session starts when you first connect to data services and ends when you disconnect from data services.

(b) When using data Products, some internet services, including web sites and email, may not be accessible.

(c) Subject to your rights under the *Trade Practices Act 1974* or other relevant legislation, 3 does not make any warranty regarding the software or data provided to you, including with respect to how that software or data operates on your computer or interacts with your other applications.

(d) Unless otherwise stated, data usage is measured as the combination of both data you send (upload) and receive (download) over our network.

Data service access devices (Prepaid Products and Postpaid Products)

(a) It is your responsibility to confirm that data service access hardware (including the Internet Key Modem or Pocket WiFi™ device) is compatible with each PC, laptop or other computing device that you will use your Product with.

(b) Non-3 supplied USB Modems can only work on our network if they are unlocked, and have not been reported as lost or stolen devices.

(c) 3 is not required to provide you with technical support if you use non-3 supplied data service access hardware (such as your own USB Modem), although 3 may do so at its discretion.

(d) The Pocket WiFi™ device can operate with a maximum of 5 WiFi enabled devices at any one time.

Rates and charges (Postpaid Products only)

(a) Some Products have a minimum contract term. If your contract is terminated before the end of this term, you may be required to pay fees, such as an Early Exit Fee or a Handset Recovery Fee. Depending on the Product this may be in addition to any applicable handset or device payments and additional or excluded call, data or service costs. Early Exit Fees are set out in the pricing table for your Product.

(b) Details of the rates and charges, including any minimum spends which apply to the Products, are contained in the Terms. The minimum total cost over contract term is calculated by multiplying the minimum monthly spend by the contract term.

(c) If your usage of a Product exceeds your included value, or you use a Product that is not payable from your included value, you will be charged an amount additional to your minimum monthly spend.

(d) Unless otherwise stated, if you do not use all your included value in the relevant month, that included value is forfeited, is not refundable, and will not carry over into any other month.

(e) Each charge is rounded up to the nearest cent before GST is included.

(f) All rates and charges are subject to change. We will comply with relevant regulations and industry codes with respect to such changes.

Rates, Types of Credit and Credit Expiry (Prepaid Products only)

(a) Details of the rates and charges which apply to the Products are contained in the Terms.

(b) Credit may be expressed in any manner, including as a monetary value or as a quantity of a specified Product.

(c) 3 Prepaid Products have a credit expiry period. Credit expiry periods are specified for each 3 Prepaid Product in the Terms.

(d) Unless otherwise stated in the Terms, when the credit expiry period elapses, or when your Prepaid Product is recharged, any unused credit for that Product is forfeited, is not refundable, and cannot be carried over to any other Product.

(e) Unless otherwise stated, if you change from a 3 Prepaid Product to any 3 Postpaid Product, any unused credit from your 3 Prepaid Product is forfeited, is not refundable, and cannot be carried over to your new 3 Product.

Billing (Postpaid Products Only)

(f) In your first bill, you will be charged your minimum monthly spend for the following month. Your first bill may also include a prorated amount from the date you connected to your first bill.

(g) You may choose to purchase additional Products from time to time. These charges will be applied to your bill.

(h) Paper billing is the default bill delivery method for 3 customers. 3 may charge $2 per month for paper billing. Customers can request eBilling which is free of charge.

4. 3 Cap Contract Products (Postpaid Products)

(a) 3 offers a range of Products known as "Cap Contract Products" or "Cap Products".

(b) If you purchase a Cap Contract Product, the Terms for your Cap Contract Product will include:

(i) all of the terms and conditions specified in the section below titled "Terms applying to all Cap Contract Products"; and

(ii) all of the terms and conditions specified in the section below which has a title that corresponds to the specific Cap Contract Product you have purchased.

Terms applying to all Cap Contract Products

(a) Unless otherwise stated, the section below titled "3 Rates: What is payable from my 3 Cap Product's included value?" specifies which Products are or are not available to be used from your included value and the rate at which additional services will be charged.

(b) If a minimum contract term applies to your Cap Contract Product, then during the minimum contract term you may change from one Cap Contract Product to an equally priced or more expensive Cap Contract Product by giving notice to 3. The minimum contract term for your new Cap Contract Product will expire on the same date as your original Cap Contract Product was due to expire. Once changed, you may not revert to your original Cap Contract Product during the minimum contract term.

(c) Any $0 upfront or discounted mobile device offers are only available from 3's selected mobile device range at the time that you agree to purchase a Cap Contract Product and cannot be redeemed for cash or as a credit against your service costs with 3. These mobile device offers are not available if you switch between Cap Contract Products during the minimum contract term.

Terms applying to the following Cap Contract Products: ***3 Cap Contracts, 3 Unlimited Cap Contracts, 3 Month to Month Cap Contracts (excluding 3 SIM Only Caps), 3 Business Cap Contracts, 3 Unlimited Business Cap Contracts and 3 Month to Month Business Cap Contracts (excluding 3 SIM Only Business Caps***

This table specifies minimum monthly spend pricing and minimum contract terms for each of the following 3 Cap Contract Products: 3 Cap Contracts, 3 Unlimited Cap Contracts, 3 Month to Month Cap Contracts, 3 Business Cap Contracts, 3 Unlimited Business Cap Contracts and 3 Month to Month Business Cap Contracts:

Product - Minimum Monthly Spend	**Month to Month contract term**	**12 month contract term minimum spend**	**24 month contract term minimum spend**	**Early Exit Fee (N/A for Month to Month)**
$19	Not Available	$228	$456	$19 x remaining months on contract
$29	Not Available	$348	$696	$29 x remaining months on contract
$39	Not Available	$468	$936	$39 x remaining months on contract
$49	Not Available	$588	$1176	$49 x remaining months on contract
$69	Not Available	$828	$1656	$50 x remaining months on contract
$79	Not Available	$948	$1896	$50 x remaining months on contract
$79 Unlimited (excludes voicemail)	$79	Not available	$1896	$79 x remaining months on contract
$99 Unlimited	$99	Not Available	$2376	$99 x remaining months on contract
$119 Unlimited	$119	Not Available	$2856	$119 x remaining months on contract

The following terms and conditions apply to you if you purchase any of the following 3 Cap Contract Products: 3 Cap Contracts, 3 Unlimited Cap Contracts, 3 Month to Month Cap Contracts, 3 Business Cap Contracts, 3 Unlimited Business Cap Contracts and 3 Month to Month Business Cap Contracts:

(a) You will receive a data allowance (except if your Cap Contract Product is the $19 Cap Contract or $19 Business Cap Contract) or Unlimited BlackBerry® Email & Internet browsing (except if your Cap Contract Product is any of the

$19, $29 or $39 Cap Contract or $19, $29 or $39 Business Cap Contract) (BlackBerry® Internet Service (BIS version).

(b) If you receive Unlimited BlackBerry® Email & Internet browsing with your Cap Contract Product, all of the terms and conditions specified in the section below titled "Terms for Unlimited BlackBerry® Email & Internet browsing" apply to you.

Terms applying to the following Cap Contract Products: *3 iPhone Cap Contracts and 3 Unlimited iPhone Cap Contracts*

This table specifies minimum monthly spend pricing and minimum contract terms for 3 iPhone Cap Contract and 3 Unlimited iPhone Cap Contract Products:

Product - Minimum Monthly Spend	**24 month contract term minimum spend**	**Early Exit Fee**
$39	$936	$39 x remaining months on contract
$49	$1176	$49 x remaining months on contract
$79	$1896	$50 x remaining months on contract
$79 Unlimited (excludes voicemail)	$1896	$79 x remaining months on contract
$99 Unlimited	$2376	$99 x remaining months on contract
$119 Unlimited	$2856	$119 x remaining months on contract

The following terms and conditions apply to you if you purchase a 3 iPhone Cap Contract or 3 Unlimited iPhone Cap Contract Product:

(a) You will receive a data allowance.

Terms applying to the following Cap Contract Product: *3 Combo Cap Contracts*

This table specifies minimum monthly spend pricing, minimum contract terms and monthly data allowances for 3 Combo Cap Contract Products:

Contract Term	**Minimum Monthly Spend**	**Monthly Included Mobile Broadband Data**	**Contract Minimum Spend**	**Early Exit Fee**
24 Months	$29	1GB	$696	$29 x remaining months on contract
24 Months	$49	2GB	$1176	$49 x remaining months on contract

24 Months	$69	3GB	$1656	$50 x remaining months on contract

Internet Key: You will receive an Internet Key (also known as a USB Modem) when you agree to purchase a 3 Combo Cap Contract Product, without additional charge.

Pocket WiFi™: Customers who are on a Combo Cap Contract Product can purchase the Pocket WiFi™ device for $119 outright (paid once).

Additional Data Price – Australia: 2c per MB, charged per KB.

Additional Data Price – Australian Roaming*: 50c per MB, charged per KB.

Broadcast SMS Price: 15c per message

* "Roaming" will appear on your connection dashboard

The following terms and conditions apply to you if you purchase a 3 Combo Cap Contract Product:

(a) Included Data allowances can only be used in Australia on the Vodafone network.

(b) If you exhaust your Included Data allowance, additional data usage will be charged at the *Additional Data Price – Australia* rate.

(c) Roaming in Australia (including within 3's Broadband and Vodafone's 2G & 3G Zones) is charged at the *Additional Data Price – Australian* Roaming rate.

(d) When outside Australia, higher international data roaming rates will apply. See www.three.com.au for details.

(e) Broadcast SMS facility available on the Internet Key modem when using laptops with Mac or Windows operating systems.

(f) The Minimum Monthly Spend is payable for each full monthly billing cycle in advance and is non-refundable. All other charges are billed at the end of the monthly billing cycle in arrears.

(g) You will receive an Included Mobile Internet Data allowance or Unlimited BlackBerry® Email & Internet browsing (except if your Product is the $29 Combo Cap) (BlackBerry® Internet Service (BIS version).

(h) If you receive Unlimited BlackBerry® Email & Internet browsing with your Combo Cap Product, all of the terms and conditions specified in the section below titled "Terms for Unlimited BlackBerry® Email & Internet browsing" apply to you.

Terms applying to the following Cap Contract Products: *3 SIM Only Caps and 3 SIM Only Business Caps*

This table specifies minimum monthly spend pricing and minimum contract terms for 3 SIM Only Caps and 3 SIM Only Business Caps:

Contract Term	Minimum Monthly	Contract Minimum	Early Exit Fee

	Spend	Spend	
Monthly	$20	$20	None
Monthly	$35	$35	None
Monthly	$55	$55	None

The following terms and conditions apply to you if you purchase a 3 SIM Only Cap or 3 SIM Only Business Cap Product:

(a) You will receive a data allowance or Unlimited BlackBerry® Email & Internet browsing (except if your Product is the $20 SIM Only Cap or $20 SIM Only Business Cap) (BlackBerry® Internet Service (BIS version).

(b) If you receive Unlimited BlackBerry® Email & Internet browsing with your Combo Cap Product, all of the terms and conditions specified in the section below titled "Terms for Unlimited BlackBerry® Email & Internet browsing" apply to you.

(c) Charges for your SIM Only Cap or SIM Only Business Cap Product are in addition to any handset repayments (if applicable).

(d) The Minimum Monthly Spend is payable for each full monthly billing cycle in arrears.

(e) If you add or remove the SIM Only Cap or SIM Only Business Cap mid billing cycle, the Minimum Monthly Spend will be pro-rated.

Terms applying to the following Cap Contract Products: *3 Shared Caps and 3 Business Shared Caps*

This tables specify minimum monthly spend pricing and minimum contract terms for the following multiple-connection ("**Shared**") Cap Contract Products:

3 Shared Caps

Contract Term	Product - Minimum Monthly Spend	Contract Minimum Spend	Maximum Connections	Early Exit Fee
24 Months	$79	$1896	2	$79 x remaining months on contract
24 Months	$109	$2616	3	$149 x remaining months on contract

3 Business Shared Caps*

Contract Term	Product - Minimum Monthly Spend	Contract Minimum Spend	Maximum Connections	Early Exit Fee
24 Months	$199	$4776	4	$199 x remaining months on contract
24 Months	$299	$7176	6	$299 x remaining months on contract
24 Months	$399	$9576	8	$399 x remaining months on contract
24 Months	$499	$11976	12	$499 x remaining months on contract
24 Months	$599	$14376	16	$599 x remaining months on contract
24 Months	$699	$16776	20	$699 x remaining months on contract
24 Months	$999	$23976	25	$999 x remaining

				months on contract
24 Months	$1499	$35976	40	$1499 x remaining months on contract
24 Months	$2499	$59976	60	$2499 x remaining months on contract

* Business Shared Cap Contract Products are only available to businesses with an Australian Company Number (ACN) or Australian Business Number (ABN).

The following terms and conditions apply to you if you purchase a Shared Cap Contract Product or Business Shared Cap Contract Product:

(a) You may allow any person to have a connection to your Shared Product – however, you remain responsible for the use of your Shared Product, including all additional usage fees that may be incurred.

(b) Your Shared Product's included value will be used by each connection to your Shared Product on a "first come, first serve" basis. For example, one connection could exhaust your entire monthly included value, in which case all usage by other connections will be charged to you at the relevant rate, and you will be responsible for paying all additional fees incurred.

(c) You may change the number of connections to your Shared Product during the Term, provided you always have no less than two connections and no more than the specified number of Maximum Connections.

(d) The Early Exit Fee will be payable if less than two connections to your Shared Product are maintained during the minimum contract term.

Terms applying to *Unlimited BlackBerry® Email & Internet browsing*

(a) Unlimited BlackBerry® Email and Internet browsing pack gives you unlimited BlackBerry data (BlackBerry® Internet Service (BIS) version – excludes Blackberry® Enterprise Solution (BES) version) which includes BlackBerry® Email and Internet browsing, Facebook® and other applications, when accessed via the BlackBerry Access Point (APN) within Australia. 3's Fair Use Policy applies. Additional charges apply for some services such as video streaming (e.g. YouTube) and single file downloads over 3 MB. Included voice value cannot be used for data. Blackberry® handsets are 2100Mhz devices, except for BlackBerry® Bold 9700 which is a 850Mhz device. In 3G 850Mhz areas, all devices except the Bold 9700 will experience GPRS coverage (slower speed).

(b) In addition to these terms and conditions, Research In Motion's standard terms and conditions associated with the use of BlackBerry® from 3, the BlackBerry® Internet Service, the BlackBerry ® Built-In handheld and other associated products will also apply to use of these products and services. BlackBerry®, RIM®, Research In Motion®, SureType®, SurePress™ and related trademarks, names and logos are the property of Research In Motion Limited and are registered and/or used in the U.S. and countries around the world. Used under license from Research In Motion Limited.

(c) Unlimited BlackBerry® Email and Internet browsing can only be activated on BlackBerry® Built-In handhelds as authorised by 3 and Research in Motion. The BlackBerry® browser icon or any specific application browser icon loaded

on your BlackBerry® at the time of purchase must be used to access the internet to ensure data usage is taken out of the included data allowance with Unlimited BlackBerry® Email and Internet browsing.

(d) Download of applications from BlackBerry® App World™ is included in your Unlimited BlackBerry® Email and Internet Browsing included data allowance, but the price for any application purchased is not included, and will be charged to you as an additional amount.

3 Rates: What is payable from my 3 Cap Product's included value?

Payable from cap included value

This table details all Products that can be paid from your included value (unless stated otherwise), and the charge rate for those Products. If a Product's price is "unlimited", you will not be charged for that Product.

If you ever exhaust your included value, you will be charged an additional amount for all additional Products you use at the rates specified in this table.

Included Services in Your Cap	**Rate**
Standard National Voice Calls per minute	***3 Cap Contracts*** 3 Cap Contracts, SIM Only Caps: *35¢ Connection fee + 90c per minute* Unlimited Cap Contracts & Month to Month **(M2M)** Cap Contracts: *Unlimited*
	3 Business Cap Contracts 3 Business Cap Contracts, SIM Only Business Caps: *35¢ Connection fee + 90c per minute* Unlimited Business Cap Contracts & Month to Month **(M2M)** Business Cap Contracts: Unlimited
	3 iPhone Cap Contracts 3 iPhone Cap Contracts: *35¢ Connection fee + 90c per minute* Unlimited iPhone Cap Contracts: *Unlimited*
	3 Combo Cap Contracts *35¢ Connection fee + 90c per minute*
	3 Shared Cap Contracts *35¢ Connection fee + 70c per minute*
	3 Business Shared Cap Contracts *30¢ Connection fee + 60c per minute*
3 to 3 standard voice calls 24/7 within Australia	***3 Cap Contracts*** 3 Cap Contracts, Unlimited Cap Contracts, SIM Only Caps & M2M Cap Contracts: *Free Unlimited* $19 3 Cap Contract and $20 SIM Only Cap: 35¢ *Connection fee + 90¢ per minute*
	3 Business Cap Contracts 3 Business Cap Contracts, Unlimited Business Cap Contracts, SIM Only Business Caps) & M2M Business Cap Contracts: *Free Unlimited* $19 3 Business Cap Contract and $20 Sim Only Business Cap: 35¢ *Connection fee + 90¢ per minute*
	3 iPhone Cap Contracts 3 iPhone Cap Contracts: *35¢ Connection fee + 90c per minute* Unlimited iPhone Cap Contracts: *Free Unlimited*
	3 Combo Cap Contracts *Unlimited*
	3 Shared Cap Contracts

Included Services in Your Cap	Rate
	35¢ Connection fee + 90c per minute
	3 Business Shared Cap Contracts *30¢ Connection fee + 60c per minute*
Standard International Voice Calls	***3 Cap Contracts*** 3 Cap Contracts, SIM Only Caps: see *www.three.com.au for rates* $79 and $99 Unlimited Cap Contracts & $79 and $99 M2M Cap Contracts: *excluded – see "Not payable from cap included value" table* $119 Unlimited Cap Contract & $119 M2M Cap Contract: *first $50 included,* see *www.three.com.au for rates, then further calls excluded – see 'Not payable from cap included value" table*
	3 Business Cap Contracts 3 Business Cap Contracts, SIM Only Business Caps: see *www.three.com.au for rates* $79 and $99 Unlimited Business Cap Contracts & $79 and $99 M2M Business Cap Contracts: *excluded – see "Not payable from cap included value" table* $119 Unlimited Cap Contracts & $119 M2M Business Cap Contracts: *first $50 included, see www.three.com.au for rates, then further calls excluded - see "Not payable from cap included value" table*
	3 iPhone Cap Contracts 3 iPhone Cap Contracts: *see www.three.com.au for rates* $79 & $99 Unlimited iPhone Cap Contracts: *excluded – see 'Not Payable from cap included value' table* $119 Unlimited iPhone Cap Contract: *first $50 included, see www.three.com.au for rates, then further calls excluded – see 'Not payable from cap included value" table*
	3 Combo Cap Contracts and 3 Shared Cap Contracts See *www.three.com.au for rates*
Standard National Video Calls when using the Vodafone network within Australia	***3 Cap Contracts*** 3 Cap Contracts, SIM Only Caps: *35¢ call connection fee + 1.5 x standard call rate ($1.35 per minute)* Unlimited Cap Contracts & M2M Cap Contracts: *Unlimited*
	3 Business Cap Contracts 3 Business Cap Contracts, SIM Only Business Caps: *35¢ call connection fee + 1.5 x standard call rate ($1.35 per minute)* Unlimited Business Cap Contracts & M2M Business Cap Contracts: *Unlimited*
	3 iPhone Cap Contracts N/A
	3 Combo Cap Contracts *35¢ call connection fee + 1.5 x standard call rate ($1.35 per minute)*
	3 Shared Cap Contracts *50¢ call connection fee + $1 per minute*
	3 Business Shared Cap Contracts *Excluded – see "Not payable from cap included value" table*
Standard International Video Calls when using the Vodafone network within Australia	***3 Cap Contracts*** 3 Cap Contracts, SIM Only Caps: *40¢ call connection fee + $3.30 per 60 seconds* Unlimited Cap Contracts & M2M Cap Contracts: *excluded – see "Not payable from cap included value" table*

Included Services in Your Cap	Rate
	3 Business Cap Contracts 3 Business Cap Contracts, SIM Only Caps: *40¢ call connection fee + $3.30 per 60 seconds* Unlimited Cap Contracts & M2M Business Cap Contracts: *excluded – see "Not payable from cap included value" table*
	3 iPhone Cap Contracts N/A
	3 Combo Cap Contracts *40¢ call connection fee + $3.30 per 60 seconds*
	3 Shared Cap Contracts *excluded – see "Not payable from cap included value" table*
Standard National SMS up to 160 characters	***3 Cap Contracts*** $79 3 Cap Contract, $55 SIM Only Cap, Unlimited Caps & M2M Cap Contracts: *Unlimited** All other 3 Cap Contracts and SIM Only Caps: *25¢* * Offer applies to standard personal SMS sent to individuals. Excludes premium and re-routed SMS. Offer cannot be used for commercial or resale purposes.
	3 Business Cap Contracts $79 3 Business Cap Contract, $55 SIM Only Business Caps, Unlimited Business Caps & M2M Business Cap Contracts: *Unlimited** All other 3 Business Cap Contracts and SIM Only Business Caps: *25¢* * Offer applies to standard personal SMS sent to individuals. Excludes premium and re-routed SMS. Offer cannot be used for commercial purposes (except in the ordinary course of your business or trade) or for resale purposes.
	3 iPhone Cap Contracts Unlimited iPhone Cap Contracts: *Unlimited** All other 3 iPhone Cap Contracts: *25¢* * Offer applies to standard SMS sent to individuals. Excludes premium and re-routed SMS. Offer cannot be used for commercial or resale purposes.
	3 Combo Cap Contracts, 3 Shared Cap Contracts and 3 Business Shared Cap Contracts *25¢*
Standard International SMS up to 160 characters	***3 Cap Contracts*** 3 Cap Contracts, SIM Only Caps: *45¢* Unlimited Cap Contracts & M2M Cap Contracts: *excluded – see "Not payable from cap included value" table*
	3 Business Cap Contracts 3 Business Cap Contracts, SIM Only Business Caps: *45¢* Unlimited Cap Contracts & M2M Business Cap Contracts: *excluded – see "Not payable from cap included value" table*:
	3 iPhone Cap Contracts 3 iPhone Cap Contracts,*45¢* Unlimited iPhone Cap Contracts: *excluded – see 'Not Payable from cap included value' table*
	3 Combo Cap Contract, 3 Shared Cap Contracts and 3 Business Shared Cap Contracts *45¢*
Standard National MMS	***3 Cap Contracts*** 3 Cap Contracts and SIM Only Caps : *50¢* Unlimited Cap Contracts & M2M Cap Contracts: *Unlimited** * Offer applies to standard personal MMS sent to individuals. Excludes premium and re-routed MMS. Offer cannot be used for commercial or resale purposes.

Included Services in Your Cap	**Rate**
	3 Business Cap Contracts 3 Business Cap Contracts and SIM Only Business Caps : *50¢* Unlimited Business Cap Contracts & M2M Business Cap Contracts: *Unlimited** * Offer applies to standard personal MMS sent to individuals. Excludes premium and re-routed MMS. Offer cannot be used for commercial purposes (except in the ordinary course of your business or trade) or for resale purposes.
	3 iPhone Cap Contracts 3 iPhone Cap Contracts: *50¢* Unlimited iPhone Cap Contracts: *Unlimited** * Offer applies to standard MMS sent to individuals. Excludes premium and re-routed MMS. Offer cannot be used for commercial or resale purposes.
	3 Combo Cap Contracts *50¢*
	3 Shared Cap Contracts *Sent to other 3 mobiles - 50¢* *Sent to non-3 mobiles - 75¢*
Standard International Video MMS	***3 Cap Contracts*** 3 Cap Contracts and SIM Only Caps: *75¢* Unlimited Cap Contracts & M2M Cap Contracts: : *excluded – see "Not payable from cap included value" table*
	3 Business Cap Contracts 3 Business Cap Contracts: *75¢* Unlimited Business Cap Contracts & M2M Business Cap Contracts: *excluded – see "Not payable from cap included value" table*.
	3 iPhone Cap Contracts 3 iPhone Cap Contracts: *75¢* Unlimited iPhone Cap Contracts: *excluded – see 'Not Payable from cap included value' table*
	3 Combo Cap Contracts & 3 Shared Cap Contracts *75¢*
Voicemail within Australia	***3 Cap Contracts*** 3 Cap Contracts and SIM Only Caps: *Retrieval: Standard call rate* *Deposit: Free* $79 Unlimited Cap Contract & $79 M2M Cap Contract: *excluded – see "Not payable from cap included value" table* $99 & $119 Unlimited Cap Contracts & $99 & $119 M2M Cap Contracts: *Unlimited*
	3 Business Cap Contracts 3 Business Cap Contracts and SIM Only Business Caps: *Retrieval: Standard call rate* *Deposit: Free* $79 Unlimited Business Cap Contract & $79 M2M Business Cap Contracts: *excluded – see "Not payable from cap included value" table* $99 & $119 Unlimited Business Cap Contracts & $99 and $119 M2M Business Cap Contracts: *Unlimited*
	3 iPhone Cap Contracts 3 iPhone Cap Contracts: *Retrieval: Standard call rate* *Deposit: Free* $79 Unlimited iPhone Cap Contract: *excluded – see 'Not Payable from cap included value' table* $99 & $119 Unlimited iPhone Cap Contracts: *Unlimited*

Included Services in Your Cap	Rate
	3 Combo Cap Contracts, 3 Shared Cap Contracts and 3 Business Shared Cap Contracts *Retrieval: Standard call rate* *Deposit: Free*
BlackBerry Email and Internet browsing using Vodafone's network within Australia	***3 Cap Contracts*** $49,$69 & $79 3 Cap Contracts, Unlimited Cap Contracts, $35 & $55 SIM Only Caps & M2M Cap Contracts: *Unlimited* $19, $29,& $39 Cap Contracts and $20 SIM Only Caps: *excluded – see "Not payable from cap included value" table*
	3 Business Cap Contracts $49,$69 & $79 3 Business Cap Contracts, Unlimited Business Cap Contracts, $35 & $55 SIM Only Business Caps & M2M Business Cap Contracts: *Unlimited* $19, $29 & $39 Business Cap Contracts and $20 SIM Only Business Caps: *excluded – see "Not payable from cap included value" table*
	3 iPhone Cap Contracts N/A
	3 Combo Cap Contracts $29 Combo Cap Contract: *excluded – see "Not payable from cap included value" table* $49 & $69 Combo Cap Contracts: *Unlimited*
1223 Directory Assistance within Australia	***3 Cap Contracts*** 3 Cap Contracts and SIM Only Caps: *$2.50 a call (+ standard call rate if you are through-connected.)* Unlimited Cap Contracts & M2M Cap Contracts: *excluded – see "Not payable from cap included value" table*
	3 Business Cap Contracts 3 Business Cap Contracts and SIM Only Business Caps: *$2.50 a call (+ standard call rate if you are through-connected.)* Unlimited Business Cap Contracts & M2M Business Cap Contracts: *excluded – see "Not payable from cap included value" table*
	3 iPhone Cap Contracts 3 iPhone Cap Contracts: *$2.50 a call (+ standard call rate if you are through-connected.)* Unlimited iPhone Cap Contracts: *excluded – see 'Not Payable from cap included value' table*
	3 Combo Cap Contracts & 3 Shared Cap Contracts *$2.50 a call (+ standard call rate if you are through-connected.)*
13 and 18 Numbers within Australia	***3 Cap Contracts*** 3 Cap Contracts and SIM Only Caps: *35¢ connection fee + 90¢ per minute* $79 Unlimited Cap Contract & $79 M2M Cap Contract: *excluded – see "Not payable from cap included value" table* $99 & $119 Unlimited Cap Contracts and $99 & $119 M2M Cap Contracts: *Unlimited*
	3 Business Cap Contracts 3 Business Contracts and SIM Only Business Caps: *35¢ connection fee + 90¢ per minute* $79 Unlimited Cap Contract & $79 M2M Business Cap Contract: *excluded – see "Not payable from cap included value" table* $99 & $119 Unlimited Cap Contracts & $99 and $119 M2M Business Cap Contracts: *Unlimited*
	3 iPhone Cap Contracts 3 iPhone Cap Contracts: *35¢ connection fee + 90¢ per minute*

Included Services in Your Cap	Rate
	$79 Unlimited iPhone Cap Contract: *excluded – see 'Not Payable from cap included value' table* $99 & $119 Unlimited iPhone Cap Contracts: *Unlimited*
	3 Combo Cap Contracts *35¢ connection fee + 90¢ per minute*
	3 Shared Cap Contracts *35¢ connection fee + 70¢ per minute*
Customer Care Calls within Australia	***3 Cap Contracts,*** 3 Cap Contracts, SIM Only Caps: *30c* Unlimited Cap Contracts & M2M Cap Contracts: *Unlimited*
	3 Business Cap Contracts 3 Cap Contracts, SIM Only Caps: *30c* Unlimited Cap Contracts & M2M Business Cap Contracts: *Unlimited*
	3 iPhone Cap Contracts 3 Cap Contracts, SIM Only Caps: *30c* Unlimited Cap Contracts: *Unlimited*
	3 Combo Cap Contracts, 3 Shared Cap Contracts and 3 Business Shared Cap Contracts *30c*
Re-routed Calls within Australia	***3 Cap Contracts*** 3 Cap Contracts and SIM Only Caps: *35¢ connection fee + $1.20 per minute* Unlimited Cap Contracts & M2M Cap Contracts: *excluded – see "Not payable from cap included value" table*
	3 Business Cap Contracts 3 Business Cap Contracts and SIM Only Business Caps: *35¢ connection fee + $1.20 per minute* Unlimited Business Cap Contracts & M2M Business Cap Contracts: *excluded – see "Not payable from cap included value" table*
	3 iPhone Cap Contracts 3 iPhone Cap Contracts: *35¢ connection fee + $1.20 per minute* Unlimited iPhone Cap Contracts: *excluded – see 'Not Payable from cap included value' table*
	3 Combo Cap Contracts *35¢ connection fee + $1.20 per minute*

Not payable from cap included value

This table details other Products that you can purchase from 3, but which **cannot be paid for** from your included value (unless stated otherwise).

You will be charged an additional amount for these Products at the rates specified in this table.

Service you can purchase for additional charge	Rate
BlackBerry Email and Internet browsing	***3 Cap Contracts*** $19, $29 &, $39 Cap Contracts & $20 SIM Only Caps: *see www.three.com.au for rates*

Service you can purchase for additional charge	Rate
	3 Business Cap Contracts $19, $29 & $39 Business Cap Contracts & $20 SIM Only Business Caps: *see www.three.com.au for rates*
	3 Combo Cap Contracts $29 Combo Cap Contract: *see www.three.com.au for rates*
Excluded internet and data services when using BlackBerry® Email & Internet browsing	***3 Cap Contracts, 3 Business Cap Contracts, 3 Combo Cap Contracts*** All 3 Cap Products with Unlimited BlackBerry® email: *For all excluded services*, charged at the Mobile Internet rate for your 3 Cap Product.* * Excluded services include: Planet 3 downloads, You Tube and other video streaming, content purchases or downloads from any application not loaded by 3 or Research In Motion, Premium TXT and Chat, single downloads of 3MB or larger or any data usage by any application that does not use the BlackBerry® Access Point (APN).
Standard national video calls while National Roaming	***3 Cap Contracts*** 3 Cap Contracts, SIM Only Caps, Unlimited Cap Contracts & M2M Cap Contracts: *See www.three.com.au for rates*
	3 Business Cap Contracts 3 Business Cap Contracts, SIM Only Business Caps and Unlimited Business Cap Contracts & M2M Business Cap Contracts: *See www.three.com.au for rates*
	3 Shared Cap Contracts: *See www.three.com.au for rates.*
	3 Combo Cap Contracts: *See www.three.com.au for rates.*
	3 iPhone Cap Contracts 3 iPhone Cap Contracts and Unlimited iPhone Cap Contracts: *See www.three.com.au for rates*.
	3 Shared Cap Contracts *35¢ call connection fee + $1 per 60 seconds*
Mobile Internet using Vodafone's network within Australia	***3 Cap Contracts*** $19, 3 Cap Contracts: *$2 per MB, billed per KB* $29, $39 , $49, $69, $79 3 Cap Contracts and SIM Only Caps: *After monthly data allowance exhausted, 50c per MB.* Unlimited Cap Contracts & M2M Cap Contracts: *After monthly data allowance exhausted, 10c per MB*
	3 Business Cap Contracts $19 3 Business Cap Contracts: *$2 per MB, billed per KB* $29, $39, $49, $69, $79 3 Business Cap Contracts and SIM Only Business Caps: *After monthly data allowance exhausted, 50c per MB* Unlimited Business Cap Contracts & M2M Business Cap Contracts: *After monthly data allowance exhausted, 10c per MB*
	3 iPhone Cap Contracts 3 iPhone Cap Contracts: *After monthly data allowance exhausted, 50c per MB* Unlimited iPhone Cap Contracts: *After monthly data allowance exhausted, 10c per MB*

Service you can purchase for additional charge	Rate
	3 Combo Cap Contracts $29, $49 & $69 3 Combo Cap Contracts: *After monthly data allowance exhausted, 50c per MB*
	3 Shared Cap Contracts *$2 per MB, billed per KB*
Mobile Internet while roaming within Australia	***3 Cap Contracts*** 3 Cap Contracts, SIM Only Caps, Unlimited Cap Contracts & M2M Cap Contracts: *Varies - see www.three.com.au for rates*
	3 Business Cap Contracts 3 Business Cap Contracts, SIM Only Business Caps and Unlimited Business Cap Contracts & M2M Business Cap Contracts: *Varies - see www.three.com.au for rates*
	3 Shared Cap Contracts: *Varies – see www.three.com.au for rates.*
	3 Combo Cap Contracts: *Varies – see www.three.com.au for rates.*
	3 iPhone Cap Contracts 3 iPhone Cap Contracts and Unlimited iPhone Cap Contracts: *Varies, see www.three.com.au for rates*.
Voicemail within Australia	***3 Cap Contracts*** $79 Unlimited Cap Contract & $79 M2M Cap Contract: *35¢ connection fee + 30¢ per 30 seconds*
	3 Business Cap Contracts $79 Unlimited Business Cap Contract & $79 M2M Business Cap Contracts: *35¢ connection fee + 30¢ per 30 seconds*
	3 iPhone Cap Contracts $79 Unlimited iPhone Cap Contract: *35¢ connection fee + 30¢ per 30 seconds*
Standard International Voice Calls	***3 Cap Contracts*** $79 & $99 Unlimited Cap Contracts & $79 and $99 M2M Cap Contracts: *Varies– see www.three.com.au for rates* *$119 Unlimited Cap Contract* & $119 M2M Cap Contract*: After $50 allowance exhausted, see www.three.com.au for rates*
	3 Business Cap Contracts $79 & $99 Unlimited Business Cap Contracts & $79 and $99 M2M Business Cap Contracts: *Varies– see www.three.com.au for rates* $119 Unlimited Cap Contracts & $119 M2M Business Cap Contracts: *After $50 allowance exhausted, see www.three.com.au for rates*
	3 iPhone Cap Contracts $79 & $99 Unlimited iPhone Cap Contracts: *Varies– see www.three.com.au for rates* *$119 Unlimited iPhone Cap Contract: After $50 allowance exhausted see, www.three.com.au for rates*
	3 Business Shared Cap Contracts *40¢ connection fee* + see *www.three.com.au for rates per minute*
Standard National MMS to 3 mobiles	***3 Business Shared Cap Contracts*** *50¢*
Standard International MMS and MMS to non-3 mobiles	***3 Business Shared Cap Contracts*** *75¢*
Standard International SMS up to 160	***3 Cap Contracts*** Unlimited Cap Contracts & M2M Cap Contracts: *45c*

Service you can purchase for additional charge	Rate
characters	***3 Business Cap Contracts*** Unlimited Business Cap Contracts & M2M Business Cap Contracts: *45c*
	3 iPhone Cap Contracts Unlimited iPhone Cap Contracts: *45¢*
Standard International Video MMS	***3 Cap Contracts*** Unlimited Cap Contracts & M2M Cap Contracts:*75c*
	3 Business Cap Contracts Unlimited Business Cap Contracts & M2M Business Cap Contracts: *75c*
	3 iPhone Cap Contracts Unlimited iPhone Cap Contracts: *75c*
Standard National Video Calls using the Vodafone network within Australia	***3 Business Shared Cap Contracts*** *30¢ call connection fee + $1 per 60 seconds*
Standard International Video Calls when using the Vodafone network within Australia	***3 Cap Contracts*** Unlimited Cap Contracts & M2M Cap Contracts: *40¢ call connection fee + $3.30 per 60 seconds*
	3 Business Cap Contracts Unlimited Business Cap Contracts & M2M Business Cap Contracts: *40¢ call connection fee + $3.30 per 60 seconds*
	3 Business Shared Cap Contracts *30¢ call connection fee +$1.70 per 60 seconds*
Planet 3 Content within Australia	***3 Cap Contracts*** 3 Cap Contracts, SIM Only Caps, Unlimited Cap Contracts & M2M Cap Contracts: *Price specified at time of purchase*
	3 Business Cap Contracts 3 Business Cap Contracts, SIM Only Business Caps, Unlimited Business Cap Contracts & M2M Business Cap Contracts: *Price specified at time of purchase*
	3 iPhone Cap Contracts 3 iPhone Cap Contracts, Unlimited iPhone Cap Contracts: *Price specified at time of purchase*
	3 Combo Cap Contracts *Price specified at time of purchase*
123 Ask Us Anything within Australia	***3 Cap Contracts, 3 Business Cap Contracts, 3 iPhone Cap Contracts, 3 Combo Cap Contracts and 3 Shared Cap Contracts*** *$1.30 connection fee + $1.30 per minute (+ standard call rate if you are through-connected)*
1223 Directory Assistance within Australia	***3 Cap Contracts*** Unlimited Cap Contracts & M2M Cap Contracts: *$2.50 a call (+ standard call rate if you are through-connected.)*
	3 Business Cap Contracts Unlimited Business Cap Contracts & M2M Business Cap Contracts: *$2.50 a call (+ standard call rate if you are through-connected)*
	3 iPhone Cap Contracts Unlimited iPhone Cap Contracts: *$2.50 a call (+ standard call rate if you are through-connected.)*
	3 Business Shared Cap Contracts *$1.10 a call (+ standard call rate if you are through-connected.)*
Re-routed Calls within Australia	***3 Cap Contracts*** Unlimited Cap Contracts & M2M Cap Contracts: *35¢ connection fee + $1.20 per minute*
	3 Business Cap Contracts

Service you can purchase for additional charge	Rate
	Unlimited Business Cap Contracts & M2M Business Cap Contracts: *35¢ connection fee + $1.20 per minute*
	3 iPhone Cap Contracts Unlimited iPhone Cap Contracts: *35¢ connection fee + $1.20 per minute*
13 and 18 Numbers within Australia	***3 Cap Contracts*** $79 Unlimited Cap Contract & $79 M2M Cap Contract: *35¢ connection fee + 30c per 30 seconds*
	3 Business Cap Contracts $79 Unlimited Business Cap Contract & $79 M2M Business Cap Contracts: *35¢ connection fee + 30c per 30 seconds*
	3 iPhone Cap Contracts $79 Unlimited iPhone Cap Contract: *35¢ connection fee + 30c per 30seconds*
International Roaming	***All Caps:*** *Varies – see three.com.au for rates.*

5. Add-on Products (Postpaid Products)

(a) 3 offers a range of Products which can be used in conjunction with the Product that you use to connect to the Vodafone network (your "**basic connection Product**").

(b) You may be able to add the Products listed in this section to your basic connection Product. If you add a Product listed in this section, the terms specified in this section for the Product you add will apply to you.

(c) The fees payable for any add-on product are additional to any fees payable for your basic connection Product, or any other amounts owed (such as handset repayments).

Terms applying to the following Product: *3 Mobile Internet*

This table specifies minimum monthly spend pricing, minimum contract terms and monthly data allowances for 3 Mobile Internet Products:

Product Name	Contract Term	Minimum Monthly Spend	Monthly data allowance	Contract Minimum Spend	Early Exit Fee
$5 Starter	Monthly	$5	50MB	$5	None
$8 Classic	Monthly	$8	250MB	$8	None
$20 Super	Monthly	$20	1GB	$20	None
$40 Ultimate	Monthly	$40	3GB	$40	None
$5 Starter	12 Months	$5	100MB	$60	$35
$8 Classic	12 Months	$8	500MB	$96	$35
$20 Super	12 Months	$20	2GB	$240	$35
$40 Ultimate	12 Months	$40	6GB	$480	$35

The following terms and conditions apply to you if you purchase a 3 Mobile Internet Product:

(a) 3 Mobile Internet is available to customers who are connected and remain connected to a valid 3 Cap Product or 3 Business Cap Product.

(b) Your monthly data allowance excludes Mobile TV, special news and sporting events, and Tones & Pics.

(c) If available to you, unlimited Skype minutes only apply to Skype-to-Skype calls made using software supported by 3.

(d) Standard rates apply once your monthly data allowance has been exhausted. Additional data charges cannot be paid from your Cap Product's included non-data allowance.

(e) Data allowances can only be used in Australia on the Vodafone network.

(f) Cancellation will take effect from the end of the month on which you tell us that you want to stop receiving the 3 Mobile Internet Product. You will be billed until the end of that month.

Terms applying to the following Product: *3 Message Mate Packs*

This table specifies minimum monthly spend pricing and monthly message allowances for 3 Message Mate Pack Products:

Minimum Monthly Spend	**Product Plan and Monthly Message Allowance**
$8	Message mates: 400 standard national SMS or MMS per month
$15	Message Mates Unlimited*: Unlimited* standard national SMS and MMS per month

***** Offer applies to standard national personal SMS/MMS sent to individuals. Excludes international, premium and re-routed SMS/MMS. Offer cannot be used for commercial or resale purposes.

The following terms and conditions apply to you if you purchase a 3 Message Mate Pack Product:

(a) 3 Message Mate Pack Products are only available to you if you agree to purchase a new 3 Cap Product (or renew an existing 3 Cap Product). Message Mate Packs are not available in connection with Business Cap Products.

(b) An SMS message consists of a maximum of 160 characters.

(c) Standard rates apply once SMS/MMS allocation has been exhausted (not applicable for Message Mates Unlimited).

(d) Cancellation will take effect from the end of the month on which you tell us that you want to stop receiving the Message Mate Pack Product. You will be billed until the end of that month.

(e) Your monthly message allowance can only be applied to standard national and international SMS/MMS from within Australia. Video MMS and Premium SMS are excluded.

(f) You may only purchase one 3 Message Mate Product per billing cycle.

Terms applying to the following Product: *3 Combo Cap Bolt-Ons*

This table specifies minimum monthly spend pricing and monthly data allowances for 3 Combo Cap Bolt-On Products:

Contract Term	Minimum Monthly Spend	Monthly mobile broadband Data Allowance (combined upload and download)	Early Exit Fee
Monthly	$10	1GB	None
Monthly	$20	3GB	None
Monthly	$30	4GB	None

Additional Data Price – Australia: 2c per MB, charged per KB.

Additional Data Price – Australian Roaming*: 50c per MB, charged per KB.
* "Roaming" will appear on your connection dashboard

Additional Data Price – International: Varies – see www.three.com.au for details

Broadcast SMS Price: 15c per message

The following terms and conditions apply to you if you purchase a 3 Combo Cap Bolt-On Product:

(a) 3 Combo Cap Bolt-On Products are only available to customers who are connected and remain connected to a valid 3 Combo Cap Product.

(b) Included Data allowances can only be used in Australia, on the Vodafone network. Data usage inside Australia on other networks is charged at the *Additional Data Price – Australian Roaming* rate. Data usage outside Australia is charged at the *Additional Data Price – International* rate.

(c) If you exhaust your Included Data allowance, additional data usage will be charged at the *Additional Data Price – Australia* rate.

(d) Broadcast SMS facility available on the Internet Key modem when using laptops with Mac or Windows operating systems.

(e) Cancellation will take effect from the end of the month on which you tell us that you want to stop receiving the Month to Month Mobile Broadband Product. You will be billed until the end of that month.

Terms applying to the following Products: *Unlimited Intra Account Calling + Voicemail, Unlimited Email on 3, Shared Mobile Broadband*

The following terms and conditions apply to you if you purchase any of the following Add-on Products: Unlimited Intra Account Calling + Voicemail, Unlimited Email on 3 or Shared Mobile Broadband:

(a) You can only purchase these Add-on Product if your basic connection Product is a 3 Business Shared Cap Contract Product.

(b) You may purchase any of these Add-on Products at the same time as you purchase your 3 Business Shared Cap Contract Product, or at any later time. However, the Minimum Contract Term for the Add-on Product will start from the time you purchase it. This means the Minimum Contract Term for your Add-on Product may end after the end of the Minimum Contract Term for your 3 Business Shared Cap Contract Product.

(c) Your connection to any of these Add-on Products will automatically be cancelled if you cancel your 3 Business Shared Cap Contract Product.

(d) An Early Exit Fee (or Early Exit Fees) will be payable if your connection to any of these Add-on Products is cancelled before the end of the Minimum Contract Term, including if the connection is cancelled automatically because you cancel your 3 Business Shared Cap Contract Product.

Unlimited Intra Account Calling + Voicemail

This table specifies minimum monthly spend pricing and minimum contract terms for the Unlimited Intra Account Calling + Voicemail Product. The minimum monthly spend applicable to you depends on which basic connection Product you have, as specified in the "Required Basic connection Product" column. For example, if your basic connection Product is the $299 Business Shared Cap Product, the minimum monthly spend for your Unlimited Intra Account Calling + Voicemail Product is $30.

Required basic connection Product	**Minimum Monthly Spend**	**24 Month Contract Minimum Spend**	**Early Exit Fee**
$199 Business Shared Cap	$20	$480	$20 x remaining months on contract
$299 Business Shared Cap	$30	$720	$30 x remaining months on contract
$399 Business Shared Cap	$35	$840	$35 x remaining months on contract
$499 Business Shared Cap	$40	$960	$40 x remaining months on contract
$599 Business Shared Cap	$50	$1200	$50 x remaining months on contract
$699 Business Shared Cap	$60	$1440	$60 x remaining months on contract
$999 Business Shared Cap	$75	$1800	$75 x remaining months on contract
$1499 Business Shared Cap	$120	$2880	$120 x remaining months on contract
$2499 Business Shared Cap	$150	$3600	$150 x remaining months on contract

The following terms and conditions apply to you if you purchase the Unlimited Intra Account Calling + Voicemail Product:

(a) You and the users of other 3 mobile telephones included on the account for your Business Shared Cap Product may make unlimited standard national voice calls to each other, and make unlimited use of 3's voicemail services, and you will not be charged any additional usage fees for these calls.

Unlimited Email on 3

This table specifies minimum monthly spend pricing and minimum contract terms for the Unlimited Email on 3 Product. The minimum monthly spend applicable to you

depends on which basic connection Product you have, as specified in the "Required Basic connection Product" column. For example, if your basic connection Product is the $299 Business Shared Cap Product, the minimum monthly spend for your Unlimited Email on 3 Product is $30.

Required basic connection Product	**Minimum Monthly Spend**	**24 Month Contract Minimum Spend**	**Early Exit Fee**
$199 Business Shared Cap	$20	$480	$20 x remaining months on contract
$299 Business Shared Cap	$30	$720	$30 x remaining months on contract
$399 Business Shared Cap	$35	$840	$35 x remaining months on contract
$499 Business Shared Cap	$40	$960	$40 x remaining months on contract
$599 Business Shared Cap	$50	$1200	$50 x remaining months on contract
$699 Business Shared Cap	$60	$1440	$60 x remaining months on contract
$999 Business Shared Cap	$75	$1800	$75 x remaining months on contract
$1499 Business Shared Cap	$120	$2880	$120 x remaining months on contract
$2499 Business Shared Cap	$150	$3600	$150 x remaining months on contract

The following terms and conditions apply to you if you purchase the Unlimited Email on 3 Product:

(a) Each person included on the account for your Business Shared Cap Product may send and receive unlimited email using the "Email on 3" application.

(b) To clarify, access to email other than through the "Email on 3" application, such as via a web interface or other email application, is not included and will be charged at standard data rates.

<u>Shared Mobile Broadband (for Business Shared Caps only)</u>

This section applies only to the Shared Mobile Broadband Product offered as an Add-on Product for Business Shared Caps Products.

This table specifies minimum monthly spend pricing and monthly data allowances for Shared Mobile Broadband Products:

Minimum Monthly Spend	**24 Month Contract Minimum Spend**	**Monthly mobile broadband Data Allowance (combined upload and download)**	**Early Exit Fee**
$75	$1800*	5GB	$75 x remaining months on contract
$125	$3000*	10GB	$125 x remaining months on contract
$250	$6000*	20GB	$250 x remaining months on contract
$500	$12000*	40GB	$500 x remaining months on contract
$750	$18000*	60GB	$750 x remaining

			months on contract

*Modem must be acquired separately.

The following terms and conditions apply to you if you purchase the Shared Mobile Broadband Product (as an Add-on Product to your Business Shared Cap Product):

(a) Modems are required for each connection to the Shared Mobile Broadband Product. You can use your own compatible Modems, or 3 can supply Modems for an additional price. Contact 3 for Modem pricing details.

(b) Included Data Allowance for use in Australia only.

(c) Unless otherwise stated, charges for your Shared Mobile Broadband Product are in addition to any handset/device repayments (if applicable) and any costs for excluded data usage.

(d) Your Shared Mobile Broadband Product can be used by any person included on the account for your Business Shared Cap Product – however, you remain responsible for the use of your Shared Mobile Broadband Product, including all additional usage fees that may be incurred.

(e) Your Shared Mobile Broadband Product's included Data Allowance will be used by each connection to your Shared Mobile Broadband Product on a "first come, first serve" basis. For example, one connection could exhaust your entire monthly included Data Allowance, in which case all usage by other connections will be charged to you at the relevant rate, and you will be responsible for paying all additional fees incurred.

6. Mobile Broadband Products (Postpaid and Prepaid Products)

(a) 3 offers a range of Products known as "Mobile Broadband Products".

(b) If you purchase a Mobile Broadband Product, the terms specified in this section for the Product you purchase will apply to you.

Terms applying to the following Product: *3 Prepaid Mobile Broadband (Prepaid Product)*

These tables specify types of credit that are provided if you purchase a Prepaid Mobile Broadband Product:

Recharge price	Data Credit	SMS Credit	Credit Expiry Period
$15	500 MB	15 messages	30 days
$29	2 GB	30 messages	30 days
$49	4 GB	50 messages	30 days
$100	6 GB	50 messages	180 days
$150	12 GB	50 messages	180 days

(a) You must meet the minimum system requirements as specified by 3 to use Prepaid Mobile Broadband Products.

(b) Included Data Credit and SMS Credit can only be accessed through a 3 Mobile Connect card, a 3 approved modem (including the Internet Key Modem or Pocket WiFi™ device) or 3 approved mobile phone when used as a modem only.

(c) A minimum balance is required to start a browsing session, however, you will only be charged for your actual data usage.

(d) Usage is calculated in per KB increments.

(e) Unless otherwise stated, credit provided with Prepaid Mobile Broadband Products can only be used for data services, and cannot be used for other services such as VPN calls, Planet 3, national and international roaming, IVR and online content purchases.

(f) If you recharge your Prepaid Mobile Broadband Product before the end of the Credit Expiry Period, unused Data Credit will be rolled over, provided you do not exceed the maximum balance of 15GB. Any credit in excess of the maximum balances is forfeited, is not refundable, and cannot be carried over to any other Product.

(g) If you do not recharge before the credit expiry period elapses, any unused credit for that Product is forfeited, is not refundable, and cannot be carried over to any other Product.

Terms applying to the following Products: *3 Month to Month Mobile Broadband, 3 12 and 24 Month Standard Mobile Broadband and 3 12 Month Shared Mobile Broadband Products (Postpaid Products)*

These tables specify minimum monthly spend pricing and monthly data allowance for 3 Month to Month Mobile Broadband Products and 3 12 and 24 month Standard Mobile Broadband Products:

<u>3 Month to Month Mobile Broadband Products</u>

Contract Term	**Minimum Monthly Spend**	**Contract Minimum Spend**	**Included Data**
Monthly	$15	$15*	1GB
Monthly	$29	$29*	3GB
Monthly	$39	$39*	6GB
Monthly	$49	$49*	8GB

*On a Month to Month Mobile Broadband Product, you can either bring your own compatible USB Modem, or purchase one from 3 for $49 upfront (paid once). You also have the option of purchasing the Pocket WiFi™ device for $119 upfront (paid once).

<u>3 12 and 24 Month Standard Mobile Broadband Products</u>

Contract Term	**Minimum Monthly Spend**	**Contract Minimum Spend**	**Monthly Included Data**	**Early Exit Fee**
12 Months - *if you **do** already have a 3 Postpaid Product*	$15 (includes Internet Key)	$180	1GB	$15 x remaining months on contract
12 Months	$15 (without	**With Internet**	1GB	$15 x remaining

*– if you **don't** already have a 3 Postpaid Product*	Internet Key) or $19 (with Internet Key)	**Key:** $228 or **Without Internet Key**: $180		months on contract (without Internet Key) or $19 x remaining months on contract (with Internet Key)
12 Months	$29 (with Internet Key) or $34 (with Pocket WiFi™)	**With Internet Key**: $348 **With Pocket WiFi™**: $408	3GB	$20 x remaining months on contract
12 Months	$39 (with Internet Key) or $44 (with Pocket WiFi™)	**With Internet Key**: $468 **With Pocket WiFi™**: $528	6GB	$20 x remaining months on contract
12 Months	$49 (with Internet Key) or $54 (with Pocket WiFi™)	**With Internet Key:** $588 **With Pocket WiFi™**: $648	8GB	$20 x remaining months on contract
24 Months	$15 (with Internet Key) or $20 (with Pocket WiFi™)	**With Internet Key:** $360 With Pocket WiFi™: $480	1GB	$15 x remaining months on contract (with Internet Key) or $20 x remaining months on contract (with Pocket WiFi™)
24 months	$29*	$696	3GB	$20 x remaining months on contract
24 months	$39*	$936	6GB	$20 x remaining months on contract
24 months	$49*	$1176	8GB	$20 x remaining months on contract

* includes Internet Key or Pocket WiFi™ device

<u>3 12 Month Shared Mobile Broadband Products</u>

Contract Term	**Minimum Monthly Spend**	**Contract Minimum Spend**	**Monthly Included Data (upload and download**	**Early Exit Fee**
12 months *- if you **do** already have a 3 Postpaid Product*	$15	**With USB Modem:** $180	1GB	$15 x remaining months on contract
12 Months *– if you **don't** already have a 3 Postpaid*	$20	**With USB Modem:** $228	1GB	$20 x remaining months on contract

Product				
12 Months	$29	**With USB Modem**: $348 **With Pocket WiFi™**: $408	3GB	$29 x remaining months on contract
12 Months	$39	**With USB Modem**: $468 **With Pocket WiFi™**: $528	6GB	$39 x remaining months on contract
12 Months	$49	**With USB Modem:** $588 **With Pocket WiFi™**: $648	8GB	$49 x remaining months on contract

Pocket WiFi™: On the 1GB 12 Month Standard Mobile Broadband Product, you can purchase the Pocket WiFi™ device for $119 outright (paid once).

The following terms and conditions apply to you if you purchase a 3 Month to Month Mobile Broadband Product or 12 or 24 Month Standard Mobile Broadband Product :

Additional Data Price – Australia: 2c per MB, charged per KB.

Additional Data Price – Australian Roaming*: 50c per MB, charged per KB.
* "Roaming" will appear on your connection dashboard

Additional Data Price – International: Varies – see www.three.com.au for details

Broadcast SMS Price: 15c per message

(f) You must have an Internet Key Modem, other compatible modem or the Pocket WiFi™ device to use a Mobile Broadband Product.

(g) Included Data allowances can only be used in Australia on and the Vodafone network.

(h) If you exhaust your Included Data allowance, additional data usage will be charged at the *Additional Data Price – Australia* rate.

(i) Roaming in Australia (including within 3's Broadband and Vodafone's 2G & 3G Zones) is charged at the *Additional Data Price – Australian* Roaming rate.

(j) When outside Australia, *Additional Data Price - International* will apply.

(k) Unless otherwise stated, charges for your Mobile Broadband Product are in addition to any additional handset/device repayments (if applicable) and any costs for excluded data usage.

(l) Broadcast SMS facility available on the Internet Key when using laptops with Mac or Windows operating system.

(m) Any non-data use (e.g. voice calls, SMS/MMS and content) is charged in addition to your data plan.

(n) Minimum Monthly Spend and Contract Minimum Spend does not include additional or excluded call, data and service charges.

(o) Minimum Monthly Spend is payable for each full monthly billing cycle in advance and is non-refundable. All other changes are billed at the end of the monthly billing cycle in arrears.

(p) If you add the Mobile Broadband Product mid billing cycle, the monthly access fee and any applicable bundle discount will be pro-rated.

In addition, if your Product is a 12 Month Shared Mobile Broadband Product, the following terms also apply to you:

(q) You may allow any person to have a connection to your Shared Mobile Broadband Product – however, you remain responsible for the use of your Shared Mobile Broadband Product, including all additional usage fees that may be incurred.

(r) Your Shared Mobile Broadband Product's included value will be used by each connection to your Shared Mobile Broadband Product on a "first come, first serve" basis. For example, one connection could exhaust your entire monthly included value, in which case all usage by other connections will be charged to you at the relevant rate, and you will be responsible for paying all additional fees incurred.

(s) You may change the number of connections to your Shared Mobile Broadband Product during the Term, provided you always have no less than two connections.

(t) The Early Exit Fee will be payable if less than two connections to your Shared Mobile Broadband Product are maintained during the minimum contract term.