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# Crazy John's Standard Form of Agreement

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# Introduction

This document is the Standard Form of Agreement for the supply of Crazy John's mobile telecommunications service.

The document contains the following sections:

- (a) **Part A-** General Terms
- (b) **Part B-** Post Paid Mobile Service Description
- (c) **Part C-** Staff Post Paid Mobile Service Description
- (d) **Part D-** Fair Use Policy

Together all four sections comprise the terms and conditions on which:

- we will supply the Service to You; and
- You may use the Service supplied to You.

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# Part A: General Terms

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## **1. Your Contract**

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### **1.1 The Contract**

- (a) Your contract is between You and Mobileworld Operating Pty Ltd (ABN 49 090 451 433) trading as Crazy John's.
- (b) Your contract with us in respect of each Service (the Contract) is made up of:
  - (i) if You are a Prepaid Customer, any terms and conditions provided to You before, or agreed to at the time, You activate your Service;
  - (ii) if You are a Post Paid Plan customer, the terms You agreed to in your Application, whether made on paper, online or over the phone;
  - (iii) the Service Description for the relevant Service;
  - (iv) the Crazy John's Fair Use Policy; and
  - (v) these General Terms.
- (c) Any inconsistency between the documents referred to in paragraph (b) will be resolved in favour of the document that is listed first.
- (d) These General Terms, together with the Service Descriptions, and Fair Use Policy, constitute our Standard Form of Agreement for the purposes of the Act. Our Standard Form of Agreement is legally binding on You and us to the extent that it relates to your Service unless we have agreed to different terms.
- (e) Certain words used in your Contract are given a specific meaning in the dictionary located in Schedule 1 of these General Terms.
- (f) The terms of Your contract may be varied by the terms and conditions of any Special Promotions that apply to Your Service, and of which You are told in accordance with clause 1.10 of these General Terms.

### **1.2 Customer Contact Centre**

We will provide You with a Customer Contact Centre, which can be contacted on 1300 303 646, between 8am and 9pm ESDT Monday to Friday, between 8am and 7pm ESDT Saturday and between 8am and 6pm ESDT Sunday. You are also able to submit queries to us online by using our self care portal, which You can gain access to by visiting our website at [www.crazyjohns.com.au/myaccount](http://www.crazyjohns.com.au/myaccount).

### **1.3 How long does this Contract last?**

- (a) This Contract between You and us commences:
  - (i) if You are a Prepaid Customer, when You activate your Prepaid Mobile Service; or
  - (ii) if You are a Post Paid Plan Customer, when You complete your Application, either on paper, online or over the telephone with our Customer Contact Centre.

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- (b) Your Contract continues until the Service is cancelled in accordance with this Contract or we notify You that we have refused your Application for the Service.
  - (c) If applicable to your Service, your Commitment Period, and your first Billing Period, commence on the date on which we first begin supplying You with Services.

#### **1.4 How can we make a minor change to this Contract?**

- (a) We can make a change to this Contract without notifying You if we reasonably consider that the change benefits You or has a neutral impact on You.
- (b) We can also make a change to this Contract if we reasonably consider that the change has a minor detrimental impact on You. If we do not give You prior Personal Notice of such a change in advance, we will place a notice describing that change in a national newspaper prior to making the change and will give You Personal Notice of the change within 4 months of the change taking effect.
- (c) If You can demonstrate that the change has more than a minor detrimental impact on You and is not a change described in clause 1.6 of these General Terms, You may cancel the Service on a No Cost Basis.

#### **1.5 Specific situations in which we can change this Contract**

- (a) We can vary fees charged for administration services (for example billing or credit card processing), or introduce new fees for administration services, provided we give You Personal Notice of the change. At that time we may offer You an alternative at no additional cost. You may cancel the Service on a No Cost Basis if we do not offer You an alternative at no additional cost.
- (b) We may increase the charges for GPRS Data or Premium Services that we provide to You if a third party, on whom we rely to provide the Service, increases the cost of those services. Where You have accessed GPRS Data or Premium Services in the last 6 months, we may only increase these charges if:
  - (i) we give You prior notice of the change; and
  - (ii) we allow You to choose not to use those services without incurring additional charges.
- (c) We can make a change to the Contract that results from an amendment to our arrangements with our Suppliers provided we:
  - (i) give You prior Personal Notice of the change; and
  - (ii) allow You to cancel the Service within 42 days of that notice on a No Cost Basis.
- (d) We can make a change to the Contract without telling You, if:
  - (i) we vary our charges for international services and International Roaming services (these charges are available on our website); and
  - (ii) we vary our charges, or introduce new charges, relating to a new or varied tax.

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## **1.6 How can we make an urgent change to this Contract**

From time to time we may need to make urgent changes to this Contract (e.g. where the change is required by law or to maintain security or for technical reasons). In these situations we will try to give You as much notice as we reasonably can.

## **1.7 How can we make other changes to this Contract?**

- (a) For Fixed-Period Contracts, we can only make other changes if we:
  - (i) are required to by law; or
  - (ii) provide You with Personal Notice of the change we are proposing (including details of how it would affect You) at least 21 days before the change takes effect and give You at least 42 days notice from the date on which the change takes effect in which to cancel the Service on a No Cost Basis.
- (b) We can make other changes to Contracts that are not Fixed-Period Contracts, by giving You at least 30 days Personal Notice of the change.

## **1.8 How can You change anything in this Contract?**

Aside from the things specifically provided for in the Service Description for your Service as things which You can change, You cannot make any changes to this Contract without first obtaining our written consent.

## **1.9 What will happen at the end of the Commitment Period for a Fixed-Period Contract?**

- (a) If neither You nor we cancel the Service at the end of the Commitment Period, we will continue to supply the Service to You until either we give You 30 days notice of its termination, or You notify us that you wish to cancel the Service. The Contract will not be a Fixed-Period Contract after the end of the Commitment Period.
- (b) If You do not wish to continue to use the Service after the end of the Commitment Period, You must cancel the Service in accordance with clause 9 of these General Terms by the end of the Commitment Period.
- (c) If we do not wish to continue providing the Service to You at the end of the Commitment Period, or if we wish to change the terms of the Contract, including charges for supply, then we will inform You of this at least 30 days before the end of the Commitment Period.

## **1.10 Special Promotions**

- (a) From time to time we may, in our discretion, offer Special Promotions in connection with any of our Services.
- (b) We will tell You about any Special Promotions that apply to your Service. We will also give you a copy of the terms and conditions applicable to that Special Promotion. You must comply with those terms and conditions to be eligible to receive the Special Promotion.

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- (c) You will be bound by and entitled to the benefit of a Special Promotion which was provided to You at the time of making Your Application (in which case You will be bound to comply with its terms). If we tell You about the terms of a Special Promotion for a particular Service after we start providing that Service to You then You may choose whether to receive the benefit of that Special Promotion. If You choose to receive the benefit of that Special Promotion You will be bound to comply with its terms. If You don't choose to receive the benefit of the Special Promotion You will not be bound to comply with its terms.

## **2. Your Application for the Supply of this Service**

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### **2.1 The Service**

The Service that You have selected is detailed:

- (a) if You are on a Post Paid Plan, in your Application for that Service and in the Service Description that applies to the Service You have selected; or
- (b) if You are on a Prepaid Plan, in the Service Description for your Service and in any terms and conditions supplied to You before, or at the time, You activate your Service.

### **2.2 When can we refuse your Application?**

- (a) When You request a Service from us we will determine whether to provide it to You based on the following:
  - (i) Your eligibility to receive the Service;
  - (ii) You meeting our credit requirements;
  - (iii) its availability to You; and
  - (iv) the particular terms of the Service.
- (b) If we refuse your Application, we will notify You within 7 days of making that decision. This Contract will terminate on the issue of that notice.

### **2.3 What You need to know about transferring an existing Service to us**

- (a) Our terms and conditions may be different to those of your previous service provider.
- (b) When You agree to transfer a Service to us, You authorise us to act on your behalf with your current service provider so that we can transfer the Service. We will try to transfer the Service to us as soon as practicable but are not liable for any failure or delay in transfer.
- (c) It is your responsibility to check the terms of your contract with your current service provider and to determine any consequences of transferring the Service from them to us. We are not responsible for any of these consequences.

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- (d) It is your responsibility to pay any amounts owed by You to your previous service provider. We are not responsible for any credit amounts owed to You by your previous service provider.

## 2.4 How we deal with your Personal Information

- (a) This clause 2.4 only applies where You are a natural person. If You are, we may collect Personal Information about You. We are required to comply with the Privacy Act 1988 (Cth) and other applicable laws, which restrict how we can deal with your Personal Information. For more information about our privacy policies and practices, please read the **Crazy John's Privacy Policy** which is available from our website at [www.crazyjohns.com.au/privacy](http://www.crazyjohns.com.au/privacy) or by contacting our Customer Contact Centre, or our Privacy Officer on (03) 9695 0222 or [privacy@crazyjohns.com.au](mailto:privacy@crazyjohns.com.au).
- (b) You acknowledge and agree that:
- (i) If You do not supply the information we request in your Application, we may not be able to provide the Services and equipment that You have requested to You.
- (ii) We will use and disclose your Personal Information to the extent necessary:
- (A) to assess any Application by You for Services and equipment to be provided by us;
- (B) to provide the Services and equipment to You and for purposes related to this (including billing You and administering your account and the investigation or resolution of disputes relating to any Services and equipment provided to You);
- (C) to collect payments that are overdue in respect of any Services and equipment provided by us; and
- (D) to carry out market and product analysis and assist us with marketing products and services to You.
- (iii) For these purposes we may disclose your Personal Information:
- (A) to our Suppliers (including service and Content providers), contractors, dealers and agents for the purpose of enabling us to provide the Services and equipment or other services or information to You (including the investigation and resolution of disputes or complaints concerning the provision of the Services and equipment), and we may disclose to those parties information regarding particulars of calls and call charges;
- (B) to government agencies or individuals appointed by a government responsible for the investigation and resolution of disputes or complaints concerning your use of the Services and equipment for the purpose of enabling investigation and resolution of those disputes or complaints;

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- (C) to anyone to whom our business (or any part of it) or this Contract is transferred;
  - (D) to our related bodies corporate; or
  - (E) where You have otherwise consented.
- (c) You acknowledge that in certain circumstances, we may be permitted or required by applicable laws to use or disclose Personal Information about You, including your name, address, service number and other details. Such uses or disclosures may include, without limitation:
- (i) disclosures to the operator of the Integrated Public Number Database for the purposes of inclusion in that database to facilitate the management and verification of telephone numbers, assistance to emergency services and law enforcement agencies and other approved purposes. This obligation is mandatory, and includes customers who are unlisted, are registered on the Do Not Call Register or have their mobile phone numbers permanently barred;
  - (ii) disclosures to law enforcement agencies for purposes relating to the enforcement of criminal and other laws;
  - (iii) uses or disclosures to assist in the recovery of lost or stolen equipment;
  - (iv) uses or disclosures in accordance with orders made by a court or if required or authorised by law;
  - (v) uses or disclosures to lessen or prevent serious threats to an individual's life, health or safety, or to public health or safety; or
  - (vi) uses or disclosures to assist in our internal investigations into suspected fraud or other unlawful activities.
- (d) If You have asked us to do so in your Application (or otherwise agreed that we may do so) we will use your Personal Information to contact You about the products and services offered by us and our affiliates and business partners. In particular, when you make an Application, we will usually tell you that we will contact you towards the end of your Commitment Period to let you know the options that are available to You.

If You do not want us to use your Personal Information in this way, You can let us know by calling our Customer Contact Centre or our Privacy Officer on (03) 9695 0222, or by emailing us at [privacy@crazyjohns.com.au](mailto:privacy@crazyjohns.com.au).

- (e) We will provide You with access to most Personal Information that we have about You, but sometimes that will not be possible, in which case we will tell You why. If You want to find out what information we have about You, please contact our Customer Contact Centre, or our Privacy Officer on (03) 9695 0222 or email us at [privacy@crazyjohns.com.au](mailto:privacy@crazyjohns.com.au).
- (f) If You think that any Personal Information we hold about You is not accurate, complete and up-to-date, You may request us to correct that information. We will

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take reasonable steps to correct such Personal Information unless we disagree with You about whether the information is accurate, complete and up-to-date.

- (g) Clause 2.5 contains further information on how we may also use and disclose your Personal Information to perform credit checks.

## **2.5 Consent to Credit Check**

- (a) This clause 2.5 applies whether You are a natural person or a company.
- (b) We may perform credit checks on You.
- (c) You understand and agree that we may:
  - (i) give Personal Information about You to a credit reporting agency in order to obtain a consumer credit report about You and to allow the credit reporting agency to create or maintain a credit information file about You. Such information may include:
    - (A) your identity particulars;
    - (B) the fact that You have applied for Crazy John's Services and equipment and the credit terms (if any) of those Services;
    - (C) information relating to your account with Crazy John's (including payments which become overdue for more than 60 days and for which collection action has been commenced, that cheques drawn by You for \$100 or more have been dishonoured more than once or that payments are no longer overdue);
    - (D) that court judgments or bankruptcy orders have been made against You; or
    - (E) that, in specified circumstances, in the opinion of Crazy John's, You have committed a serious credit infringement.
  - (ii) obtain a consumer or commercial credit report containing information about You or about your commercial activities and commercial credit-worthiness from a credit reporting agency or a business which provides information about the commercial credit worthiness of persons, in order to assess your credit-worthiness for the Services and equipment You seek from Crazy John's and to provide and administer those Services and equipment, and to collect overdue payments relating to any commercial credit owed by You; and
  - (iii) exchange information about You (including any information about credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988) with other credit providers to assess your credit-worthiness for the Services and equipment You seek from Crazy John's and to provide and administer the provisions of those Services and that equipment, to notify other credit providers of a default by You, or exchange information with other credit

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providers as to the status of any amounts owing by You where You are in default with other credit providers.

### **3. Using the Service**

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#### **3.1 Allocation and ownership of mobile telephone numbers**

- (a) To use the Service we may need to allocate to You one or more identifiers such as a mobile telephone number.
- (b) You do not own the mobile phone number allocated to You, but You have a legal right to use the mobile phone number from the time it is allocated to You. If You terminate your Service and do not Port the mobile phone number to another service provider, You will lose your right to use the mobile phone number and the mobile phone number may be issued to another customer in accordance with the Telecommunications Numbering Plan.
- (c) Mobile phone numbers are not owned and controlled by us. Situations may arise where we are required to change the mobile phone number we have allocated to You in order to comply with the Telecommunications Numbering Plan. We will notify You in writing at your specified address as soon as reasonably practicable if we are required to reallocate or reassign a mobile telephone number or other identifier. We are not liable to You for any loss or damage You suffer in connection with any reallocation or reassignment of a mobile telephone number.
- (d) You may transfer a mobile telephone number to another person with our prior consent. Our consent may be subject to certain conditions, such as You and the other person agreeing to sign certain documentation we make available for such purposes.

#### **3.2 When the Service is connected**

- (a) We will try to connect your Service within a reasonable time after we accept your Application, or if You are a Prepaid customer, You request your Service to be activated.
- (b) You can request further information on the connection process from us, the Australian Communications and Media Authority or the Telecommunications Industry Ombudsman.

#### **3.3 Quality of the Service**

- (a) We will provide the Service to You with due care and skill. In the event of any problem with the Service, we will restore the Service as soon as reasonably possible.
- (b) If You experience a fault with the Service, You should contact our Customer Contact Centre in the first instance.

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### **3.4 Permitted uses of the Service**

- (a) If we state that a Service is provided for a particular purpose, You may only use the Service for that purpose.
- (b) You may not wholesale, resell or re-supply the Service to another person (including, but not limited to, transit or aggregate domestic or international traffic) without our prior written consent. If at any time You become a carrier or carriage service provider (as those terms are defined in the Act) You must tell us immediately and we can then cancel, Suspend or Restrict your Service upon giving You 30 days Personal Notice.
- (c) You must not use the Service to commit, or allow another person to commit, an Offence.
- (d) If your use of the Service interferes with the operation, safety or efficiency of the Crazy John's Network, You must comply with any directions that we give You and our Suppliers may require us to Suspend or cancel your Service.
- (e) Your use of the Service must not breach the Fair Use Policy.

### **3.5 Service Functionality**

- (a) You acknowledge that your Handset may not be capable of receiving data of any kind if:
  - (i) your Handset or your SIM Card is full or does not have sufficient memory to be able to receive it;
  - (ii) your Handset is outside of the coverage area of the Crazy John's Network, or the particular coverage area that your Handset is in does not provide the required functionality for certain types of data transmission;
  - (iii) your Handset lacks the required technical ability to receive a certain type of data; or
  - (iv) your Handset is not turned on when the sender of the data or information sends it to your Handset.
- (b) You acknowledge that a person to whom You attempt to send data of any kind through the use of your Service may not be able to receive it where:
  - (i) their mobile phone or SIM Card is full or does not have sufficient memory to be able to receive it;
  - (ii) their mobile phone or your Handset is outside of the coverage area of a Network that has the required functionality for certain types of data transmission;
  - (iii) their mobile phone or other device used to receive the data is not turned on at the time You attempt to send the data, or it does not have the technical capability to receive the data;

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- (iv) your Handset is outside of the coverage area of the Crazy John's Network, or the particular coverage area that your Handset is in does not provide the required functionality for certain types of data transmission; or
  - (v) either the Crazy John's Network, or the Network of their service provider is congested or has faults or interruptions.
- (c) You acknowledge that at all times your ability to use the Service will depend upon the features and functionality of your Handset and the type of data and material You are attempting to access or send. You also acknowledge that at all times your ability to use the Service will be subject to any technical limitations inherent in the Crazy John's Network. If you would like to obtain details of those technical limitations please contact our Customer Contact Centre.

### **3.6 Third party Content**

- (a) We may provide You with Content via your Service that is sourced from third party providers. We do not provide You with any guarantee or assurance that any Content provided to You that is sourced from third parties is current, accurate, secure or otherwise of a particular quality.
- (b) We will not monitor the usage of third party Content accessed via your Service, except to the extent required by law.
- (c) You agree that You are responsible for any reliance on any Content. We are not responsible for any loss, damage or other liability arising from your reliance on any Content provided to You by us, and You agree that You should always make your own enquiries before You do anything on the basis of Content provided to Your Handset.
- (d) We may refuse to provide You with Age-Restricted Content if You have not previously provided us with sufficient proof that You, or the person who will be using the Service, is 18 years of age or over. You will not provide Age-Restricted Content to persons under 18 years of age. If we consent to You transferring your Service to another person, and have previously granted You access to Age-Restricted Content, we may on or around the time of the transfer disable access to the Age-Restricted Content until the person to whom You are transferring the Service also provides us with sufficient proof that he or she, or the person who will be using the Service, is 18 years of age or older.
- (e) You may find some Content offensive, obscene or disturbing. You agree that You access the Content at your own risk and do not hold us responsible for the nature of any Content provided to You.
- (f) You will not attempt to access Prohibited Content. We will not knowingly distribute Prohibited Content via the Crazy John's Network.
- (g) You agree that due to the nature of providing Content, it may not be up-to-date for any reason, including a delay in compiling the Content from any information or because of third party delays.

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### **3.7 Content adaptation and charging**

- (a) We may need to substantially adapt the underlying code of any Content:
  - (i) if it is incompatible with your Handset, so that we can deliver it (or a part of it) to your Handset; or
  - (ii) if You are attempting to send Content, and it is not compatible with the mobile phone or other receiving device that You are attempting to send it to, in order for it (or part of it) to be delivered.
- (b) Where we do adapt any Content, You consent to us making any adaptation that we consider appropriate in order for You to either send or receive the Content, whether or not such adaptation increases the size of the data transmission.

### **3.8 Digital Rights Management**

- (a) We, or our third party Content providers, may implement digital rights management software which assists us to protect the intellectual property rights that may subsist in Content by not allowing the Content to be copied, published, forwarded or commercially exploited without prior approval.
- (b) If digital rights management is applied to any Content, You will be provided with a digital content encryption key or a 'Rights Object' that allows the Content to be accessed only from your Handset.
- (c) If You lose or damage your Handset, we may not be able to re-supply You with any Content or the associated Rights Object due to restrictions on the technical ability to do so. In such a case, You may need to re-purchase the Content in order to use it.
- (d) If You have a problem accessing Content that You have purchased, You should contact the Customer Contact Centre. If You have not received Content or a Rights Object that You have purchased because of a fault on our part, or a fault in the Crazy John's Network, we will use reasonable efforts to resend the Content or the Rights Object to your Handset to ensure the purchase You make is effective. In these cases it may be necessary for You to contact the third party Content provider directly to resolve the problem.

### **3.9 Obligations regarding your PIN**

- (a) We use your PIN to identify You when You request access to your account to make changes to Your Service or to receive other information relating to your account. We will not grant access to You, or to your authorised representative, if your PIN is not correctly quoted, unless you contact the Customer Contact Centre and are able to identify yourself to our reasonable satisfaction.
- (b) You must not disclose your PIN to any person unless You consent to them being authorised to make changes to, and manage, your account and Service with us as your authorised representative. You will be bound by any directions made by anyone who is able to quote your PIN in relation to your Service.
- (c) You must keep your PIN confidential at all times and stored in a safe place.

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- (d) We reserve the right to decline access to the account if we consider the person quoting the PIN is not You or someone authorised by You to have access, but we have no obligation to do so, or make further enquiries if Your PIN is quoted.

### 3.10 Roaming

- (a) National Roaming is not activated by default. You will need to contact our Customer Contact Centre if You wish to enable National Roaming services. We may require You to provide us with a credit card authority or direct debit request specifying a credit card or an account to which we may charge You for National Roaming charges.
- (b) International Roaming is not activated by default. You will need to contact our Customer Contact Centre if You wish to enable International Roaming services. We may require You to provide us with a credit card authority or direct debit request specifying a credit card or an account to which we may charge You for International Roaming charges. If International Roaming is activated for your Service, You will automatically receive National Roaming for your Service.

## 4. Customer Equipment

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### 4.1 What equipment is needed to use the Service?

- (a) If You use a handset with your Service that was not provided to You by us, it must be compatible with the Crazy John's Network, the Service and the Plan You have selected. A list of compatible handsets is available on our website at [www.crazyjohns.com.au](http://www.crazyjohns.com.au).
- (b) If other equipment is needed for You to access the Service, it will be listed on our website at [www.crazyjohns.com.au](http://www.crazyjohns.com.au).

### 4.2 Who owns the equipment?

- (a) To use the Service, You may need to have on loan our equipment. Where we provide any equipment to You on loan, ownership or title in that equipment does not transfer to You when You use the Service. You are holding our equipment on our behalf for the duration of this Contract. ***You must take reasonable care of our equipment while it is lent to You and will be responsible for any loss or damage excluding fair wear and tear.***
- (b) If your Application or the Service Description for the Service states that we will sell equipment to You then title in that equipment (including any Handset) transfers to You when You receive that equipment from us. Regardless of when ownership transfers, you will be liable for all outstanding payments for that equipment as a debt due to us from the time you agree to purchase that equipment from us.

### 4.3 Handset locking

- (a) If we provide You with your Handset, we may lock it so that it may only be used on the Crazy John's Network. If we lock your Handset, You will not be able to make

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any calls, send SMS messages or access any services on another Network, except to make emergency 000 and 112 calls.

- (b) If we have locked your Handset to the Crazy John's Network, you will need to unlock the Handset for use on another telecommunications provider's Network. This may be achieved by entering an unlock code that allows the Handset to be unlocked. To obtain the relevant code for your Handset, and to obtain further unlocking instructions, call the Customer Contact Centre. We may charge You a fee for providing You with your unlock code.

#### **4.4 Lost, stolen and damaged equipment**

- (a) You will be responsible for any outstanding payments for equipment (including any Handset) that You purchase from us, even where it is lost, stolen or damaged.
- (b) If You insure your Handset with us, You may make an insurance claim on the terms of that insurance if your Handset is lost, stolen or damaged.
- (c) If your Handset is lost or stolen, You must notify us as soon as possible. You will be responsible for all charges incurred in respect of the Service until You notify us that the Handset has been lost or stolen.
- (d) Information about security tools that are available in relation to your Service and assistance regarding their use can be obtained from our Customer Contact Centre.

#### **4.5 Compliant equipment**

- (a) You must not connect to the Crazy John's Network, or the Network of one of our Suppliers, equipment that does not comply with the relevant technical standards. These standards are available on the website of the Australian Communications and Media Authority.
- (b) You must tell us about any changes to your equipment that affect our ability to provide the Service to You.

#### **4.6 Viruses**

We are not responsible for any harm You suffer or for any loss or damage You incur as a result of a virus or other manipulative program infiltrating your Handset, even if that virus or program was transmitted via the Crazy John's Network. You will still be responsible for all fees and charges for the use of your Service, even where that use was caused by such virus or program, unless and until You ask us to Suspend your Service, and it is suspended.

### **5. International Mobile Equipment Identity Number**

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#### **5.1 IMEI Blocking**

- (a) You must promptly notify us if your Handset is lost or stolen, quoting that Handset's International Mobile Equipment Identity (*IMEI*) number. We will block that handset from use on the Crazy John's Network as soon as practicable after you tell us the

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IMEI number. We will also pass this IMEI number to other service providers for blocking use on their Networks.

- (b) Our ability to block promptly the use of your Handset on another service provider's Network requires the co-operation of those service providers, over which Crazy John's has no control.
- (c) You agree that IMEI blocking is subject to technical limitations and that blocking may not take effect for a period of time after You request blocking to be applied.

## **5.2 When may we activate IMEI Blocking?**

We may activate IMEI blocking on your Handset if we reasonably believe that the Handset is lost or stolen. We may choose to exercise our right under this clause in circumstances where You are unaware that your Handset is lost or stolen.

## **5.3 How do I reactivate my Handset?**

- (a) To reactivate a Handset which has been locked from use on the Crazy John's Network, You must contact the Customer Contact Centre and request that:
  - (i) incoming and outgoing calls be unbarred;
  - (ii) deactivation of IMEI blocking; or
  - (iii) the Service to be reactivated.
- (b) You may be required to pay a Reconnection Fee as specified in the Service Description for your Service in these circumstances.

## **6. Charges**

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### **6.1 What are the charges for using the Service?**

- (a) Please refer to the relevant Service Description for detailed information on the charges for the Service You have selected. The charges listed in the Service Description are inclusive of Goods and Services Tax. Some of our charges must be paid in advance.
- (b) You agree to pay all charges incurred in respect of the Service, even if they were not incurred by You personally.
- (c) You agree to pay for the maintenance and repair of any equipment that You own to use the Service, except where the damage was caused by us, or our employees, agents or contractors, subject to any manufacturers' warranties that may apply to the equipment.
- (d) We can round charges up or down to the nearest whole cent. If You pay a bill by cash, we may round the amount payable by You to the nearest multiple of 5 cents.
- (e) If we owe You an amount, we can deduct that amount from any amounts that You owe to us.

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## 6.2 Types of charges including administration charges and other charges

- (a) In addition to the costs You incur in the normal use of the Service, we can charge You for administration and other similar charges. These will only be a genuine estimate of the costs incurred by us. Examples of these types of costs include an **Early Termination Charge**, a **Late Payment Fee**, a **Payment Dishonour Fee**, a **Payment Processing Fee** and a **Reconnection Fee**. These charges are set out in the Service Description for that Service.
- (b) You will be liable to pay the **Payment Dishonour Fee** if You pay by cheque and the cheque is dishonoured or You pay by direct debit and there are insufficient funds in your account.
- (c) You may be liable to pay a **Late Payment Fee** if You do not pay a bill in full by its due date.
- (d) You may be liable to pay an **Early Termination Charge** if your Service is disconnected or cancelled because You have not complied with the terms of your Contract or You have terminated a Fixed-Period Contract at your convenience as described in clause 9.2 of these General Terms.
- (e) You may be liable to pay a **Reconnection Fee** if You request us to reconnect your service after we have Suspended, disconnected or cancelled your service.

## 6.3 Charges for services provided by other parties

If You use our Service to access a service provided by someone else, and we are charged for that other service, You must pay us for that other service.

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## 7. Payments

### 7.1 Prepaid Plans

- (a) If You are on a Prepaid Plan You will have to make one or more Pre-Payments. Those Payments give rise to credits on your Prepaid Service account. We will apply your credits against the charges that You incur in using the Service.
- (b) You will not be able to use credits arising from a Pre-Payment until we have received and processed your payment. The time required for us to receive and process your payment may vary depending on the payment method that You use.

### 7.2 When else will You be required to make a Pre-Payment?

- (a) If You are not on a Prepaid Plan, You may still be required, in some circumstances, to pay in advance the estimated cost of using your Service for the Billing Period.
- (b) We may ask You to make a Pre-Payment if You have no credit record or history of residence in Australia, or if we have evidence that You have failed to pay outstanding charges on a previous account in your name for telecommunication services. In these circumstances, You will only be required to make a Pre-Payment for the estimated charges of one Billing Period at one time. Our requirement for

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Pre-Payment will cease after You have paid the charges and expenses on your bill for 6 consecutive Billing Periods or 12 months, whichever is the lesser period.

- (c) The amount of any Pre-Payment is set out in your Application and/or the Service Description for the Service, or otherwise notified to You.
- (d) Additionally, we may determine a maximum amount of credit that You are able to hold with us. If, as a result of any arrangements You make with us, the amount You owe us exceeds that limit, we may require You to pay us promptly the difference.
- (e) If You make a Pre-Payment because You have no credit record or history of residence in Australia, or if we have evidence You have previously failed to pay outstanding accounts in your name for telecommunication services, the costs and charges for each Billing Period will be deducted from each Pre-Payment.

### **7.3 Pre-Payments and variations in charges**

If we require You to make a Pre-Payment under clause 7.2 of these General Terms in respect of any charges and subsequently those charges are varied or the Service is cancelled, we will refund You any overpayment and You must pay us any further amount that we require as a result of any increase due to that variation.

### **7.4 How will we bill You?**

- (a) Unless some other arrangement has been specified for the particular Services concerned, we will bill You by providing You with a hardcopy paper bill.
- (b) Our bills for the Service will comply with the Billing Code which requires us to provide timely, accurate and verifiable bills.
- (c) Our bills will contain contact details which You can use to contact us if You have any billing queries.

### **7.5 What will appear on your bill?**

- (a) We will attempt to include all charges that relate to a Billing Period in the bill for that Billing Period. However, this is not always possible and some charges on a bill may relate to other Billing Periods.
- (b) If You have agreed to purchase a Handset from us pursuant to an arrangement whereby You make regular payments over your Commitment Period for that Handset, we will also include on your bill the amount that You have agreed to pay us under that arrangement. This amount will form part of the total amount You are required to pay us for that Billing Period.
- (c) We will not bill You for any charges that are older than 190 days from the date the charge was incurred by You except where we are permitted to do so by the Billing Code.
- (d) If we do not provide You with sufficient information to verify the accuracy of your bill, You may request us to do so.
- (e) We can charge You for:

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- (i) minimum monthly spend levels or access fees;
  - (ii) calls and other usage charges;
  - (iii) Content and value added services provided with the service;
  - (iv) connection, disconnection and reconnection charges;
  - (v) any premiums or ongoing payments for products You have purchased in conjunction with your Service (such as handset insurance premiums and extended warranty payments);
  - (vi) Mobile Phone Repayments; and
  - (vii) other charges associated with your service (including administration charges).

**7.6 How often will we bill You?**

- (a) We will bill You regularly, however we may also issue an interim bill if we deem it necessary to do so.
- (b) We will usually bill You monthly. We can change this billing frequency at any time.

**7.7 What types of payment methods can You use?**

- (a) You can pay us by cheque, electronic funds transfer, credit card and such other methods as we notify to You from time to time.

**7.8 How can You change your payment method?**

- (a) You can change your method of payment at any time by calling us or writing to us. However, You must obtain our consent to change your method of payment if we have required You to pay by direct debit because You have repeatedly failed to pay your bills on time.
- (b) If You elect to cease paying your bills with us by direct debit, or to commence paying our bills by direct debit where we offer that payment method, this election will apply for all bills issued after the date on which your election becomes effective. The election will become effective a reasonable period after the date on which You notify us.

**7.9 When must You pay your bills?**

You must pay any charges set out on a bill on the date the bill is due for payment.

**7.10 What happens if You don't pay your bills?**

- (a) We may cancel, Restrict or Suspend your Service if You do not pay a bill by the due date, unless You have entered into a payment arrangement with us.
- (b) We reserve the right to refer the matter to a debt collection agency for debt recovery if You have not entered into a payment arrangement with us.
- (c) We will make reasonable attempts to notify You before cancelling, Suspending or Restricting the Service for late payment.

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- (d) If You do not pay a bill in full within two months of its due date or more, we may also require You to provide us with an authority to directly debit your credit card or bank account.

#### **7.11 Personal hardship**

- (a) If You are unable to pay a bill because of personal hardship, You may contact us and seek to be placed on our hardship recognition and assistance program.
- (b) Examples of personal hardship that we may recognize include where:
  - (i) You, or a person on whom You are financially dependant, become unemployed; or
  - (ii) You, or a person who is financially dependent on You, suffer a serious illness or physical or mental incapacity.

#### **7.12 Unusually High Usage**

From time to time, we may (but are not obliged to) contact You to verify any costs or charges incurred which relate to Unusually High Usage of the service. This practice assists in preventing the unauthorised use of the Service and helps to protect both You and us. We do not have any liability for a failure to contact You and You remain liable to pay any charges incurred during a period of Unusually High Usage.

#### **7.13 GST and other taxes**

You must pay to us the amount of any GST applicable to a supply we make to You at the prevailing GST rate. You must pay the GST amount without deduction or set-off. We will issue You with a tax invoice for any supply for which GST applies.

## **8. Complaints and Disputes**

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### **8.1 Making complaints**

- (a) If You have any complaints in connection with the Service (including complaints about your bill), You should contact us first to resolve the complaint. We will handle complaints according to the Complaint Handling Code. Information on the Complaint Handling Code can be obtained by contacting us or Communications Alliance Ltd.
- (b) We will attempt to acknowledge receipt of your complaint within 5 business days and handle your complaint within 30 days. If it is not possible to comply with these timeframes, we will keep You informed of your complaint's progress. If You are not satisfied with how your complaint has been handled You may request a supervisor or manager to review your complaint and our handling of it.
- (c) If your complaint is not resolved to your satisfaction, You can take your complaint through other avenues, such as the Telecommunications Industry Ombudsman or the Office of the Federal Privacy Commissioner or the Department of Fair Trading or Department of Consumer Affairs in your State or Territory.

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## 8.2 Suspension of payment obligations

Where your complaint concerns a charge for the use of the Service, we will suspend payment obligations for that charge until the complaint has been investigated and resolved. However, You will still be required to pay us for any other charges that You owe us.

## 9. Your Rights to Cancel or Suspend the Service

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### 9.1 Your rights to cancel the Service – Contracts other than Fixed-Period Contracts

For Contracts other than Fixed-Period Contracts, You may cancel the Service at any time.

### 9.2 Your rights to cancel the Service – Fixed-Period Contracts

For Fixed-Period Contracts:

- (a) You may immediately cancel your Service on a No Cost Basis if:
  - (i) we materially breach an Essential Clause of this Contract in a way that cannot be remedied or, if it can be remedied, we do not remedy that breach within 14 days of your requesting us to do so in writing;
  - (ii) the law requires You to do so;
  - (iii) provision of the Service is illegal; or
  - (iv) your Service has been Suspended for one week where there is no fault on your part.
- (b) If we make a change to the Contract that gives You the right to cancel the Contract You may do so in accordance with clauses 1.4, 1.5 and 1.7 of these General Terms.
- (c) You may cancel the Service at any time at your convenience. The **Early Termination Charge** listed in the Service Description for the Service will apply if You cancel a Fixed Period Contract under this clause before the end of your Commitment Period.

### 9.3 Cancellations and Mobile Phone Repayments

- (a) If your Service is cancelled for any reason, and You agreed to purchase a Handset by paying regular payments over your Commitment Period, You must immediately pay us the remainder of the Mobile Phone Repayments relating to your handset as a lump sum. We may, at our discretion, agree to continue to bill You monthly according to your billing cycle for those Mobile Phone Repayments, in which case we will bill You for the remaining Mobile Phone Repayments monthly until the Handset is fully paid for.
- (b) You can pay us the remainder of the amounts owing to us relating to your Handset purchase at any time without penalty.

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#### **9.4 What You need to do to cancel the Service**

- (a) You can only request a cancellation of the Service by calling our Customer Contact Centre, by requesting it in person at one of our Crazy John's stores, or by sending us a written request, signed by You, at the following address:  
  
Customer Care  
Level 1, 251 City Road  
South Melbourne VIC 3205
- (b) Your request will be a notice to cancel the Service and will be effective on the date on which we receive that request. We will not unreasonably refuse your request, and will action it as soon as we reasonably can. Where you request the cancellation by a letter, it may take us up to 3 working days after the date we receive it to action your request.
- (c) If You cancel a Service before we commence providing it to You then, in addition to any applicable fees and charges, we can charge You for our reasonable costs of preparing to provide the Service.

### **10. Our Rights to Cancel, Suspend or Restrict the Service**

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#### **10.1 Our rights to cancel the Service – Contracts other than Fixed-Period Contracts**

For Contracts other than Fixed-Period Contracts, we may cancel the Service by calling You or writing to You. Our call or letter will be a notice to cancel the Service and will be effective 30 days after the date on which we send You that notice. We may exercise our right to cancel the Service under this clause 10.1 at any time, unless You are on a Plan which states that we cannot do so until a certain period of time has elapsed.

#### **10.2 Our rights to cancel the Service – Fixed-Period Contracts**

In accordance with clause 1.9 of these General Terms, we may cancel the Service at the end of the Commitment Period by informing You at least 30 days before the end of the Commitment Period. In this situation the cancellation will be effective at the end of the Commitment Period.

#### **10.3 Our rights to cancel, Suspend or Restrict the Service – both Fixed-Period Contracts and other Contracts**

***In addition to clauses 3.4, 10.1, 10.2 and 10.4, we may cancel, Suspend or Restrict your Service in the following circumstances:***

- (a) immediately if:
  - (i) we reasonably suspect fraud or other illegal conduct by You or anyone using your Service;
  - (ii) You use the Service in a manner which we consider to be offensive, derogatory, defamatory, harassing, or contrary to the public interest or national security;

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- (iii) You use the Service in connection with a device that switches or reroutes any part of the Service to or from the Crazy John's Network or any other Network;
  - (iv) You wholesale, resell or re-supply any part of the Service (including, but not limited to, transit, refile or aggregate domestic or international traffic);
  - (v) You become bankrupt, insolvent, subject to a winding up order or unable to pay your debts when they become due;
  - (vi) we are entitled to cancel, Suspend or Restrict the Service in accordance with our Fair Use Policy; or
  - (vii) You breach an Essential Clause of this Contract in a way which cannot be remedied or, if it can be remedied, You have not remedied that breach within 14 days of us requesting You to do so; or
- (b) immediately if You fail to pay one of our bills in full by the date it is due, provided that we have first sent You notice requiring You to make payment and warning You that your Service could be terminated as a result of non-payment, and You have failed to pay the bill in full within the period stated in that notice;
- (c) by giving You as much notice as we reasonably can if:
- (i) there is Excessive or Unusual Use of the Service;
  - (ii) we believe on reasonable grounds that You constitute an unacceptably high credit risk; or
  - (iii) we require You to make a pre-payment on your account and You fail to do so, or
- (d) by giving You as much notice as we reasonably can if:
- (i) we are required to cancel the Service to comply with legislative or regulatory requirements or a direction or order from a court or a law enforcement agency or a regulatory authority such as the Australian Communications and Media Authority;
  - (ii) we cannot supply the Service to You because of a Force Majeure Event;
  - (iii) we are unable to supply the Service to You because a Supplier has terminated its agreement with us or a Supplier has Suspended or de-activated, or required us to Suspend or de-activate, your Service and we cannot provide the Service to You by using an alternative Supplier; or
  - (iv) You are deceased.
- (e) The **Early Termination Charge** listed in the Service Description for the Service will apply if we cancel a Fixed Period Contract under clause 10.3(a) or 10.3(b) or 10.3(c) before the end of the Commitment Period.
- (f) Your Service will be cancelled on a No Cost Basis (and no Early Termination Charge will apply) if we terminate your Service under clause 10.3(d).

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- (g) If your Service is cancelled, Suspended or Restricted in accordance with clauses 10.3(a)(i) or 10.3(a)(ii), we may report your conduct to the appropriate law enforcement body or other regulatory body.

#### **10.4 Our rights to Suspend or Restrict the Service**

- (a) We may also Suspend or Restrict your Service where:
  - (i) if You are on a Prepaid Plan, You do not have any credit remaining in your account or your account balance is less than the amount required to make a call (except as far as your plan allows You to have negative credit in your account if applicable);
  - (ii) if you are on a Prepaid Plan, You have not paid any charges for Roaming by the date those charges are due;
  - (iii) it is necessary to do so to maintain or restore any part of the Network;
  - (iv) an Emergency affects our ability to provide the Service;
  - (v) we reasonably believe that providing the Service may cause death, personal injury or damage to property;
  - (vi) we reasonably believe a threat or risk exists to the security of the Service or the integrity of the Network; or
  - (vii) we reasonably believe that You represent a credit risk in relation to the Service and we have taken reasonable steps to notify You of the Suspension or Restriction.
- (b) Where practicable, we will attempt to give You reasonable prior notice before we Suspend your Service in accordance with this clause 10.4.
- (c) We will only Suspend or Restrict your Service for a period that is reasonable in the circumstances.

#### **10.5 Information contained in a notice to cancel the Service**

If we cancel the Service, the notice that we give You will contain:

- (a) the date on which the cancellation takes effect;
- (b) our reasons for the cancellation;
- (c) details of all charges for the use of the Service up to the date of cancellation;
- (d) how these charges are calculated;
- (e) when these charges are due;
- (f) details of any applicable refunds or rebates; and
- (g) how these refunds or rebates are calculated.

#### **10.6 Information contained in a notice to Suspend or Restrict the Service**

- (a) If we Suspend or Restrict the Service, other than in accordance with clause 10.4(a) and other than in response to a request by You for us to do so, the notice that we give You will contain:

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- (i) the date on which the Suspension or Restriction will take effect;
  - (ii) our reasons for the Suspension or Restriction;
  - (iii) details of your responsibilities during the Suspension or Restriction period;
  - (iv) information on rebates (if any) and how they are calculated; and
  - (v) any other information we deem relevant.
- (b) In the case of Suspension or Restriction under clause 10.4(a) (which applies to Prepaid Plans) then the notice we give You may be given in the course of a call and may be effective immediately if your account balance is not sufficient for You to make or continue the call.
- (c) If we have Suspended or Restricted your Service, we will promptly review our decision to do so at your request. If the suspension or restriction was caused by a mistake on our behalf, we will reconnect your Service without any reconnection fee or charge.

## **11. Force Majeure Event**

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### **11.1 Cancellation for a Force Majeure Event**

- (a) If we are unable to supply You with the Service 30 calendar days after the occurrence of a Force Majeure Event, your Service may be terminated by us.
- (b) Without limiting the Dictionary meaning of a Force Majeure event, such an event includes each of the following, to the extent it is beyond the reasonable control of the party claiming Force Majeure:
  - (i) act of God, flood, earthquake or explosion, cyclone, tidal wave, landslide or other natural disaster; and
  - (ii) act of public enemy, war (declared or undeclared), terrorism or threat of terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic.
- (c) If your Service is cancelled by us as a result of a Force Majeure Event, the cancellation will be on a No Cost Basis.
- (d) Crazy John's is not liable for any direct or indirect loss or damage suffered as a result of the suspension or cancellation of your Service for a Force Majeure Event.

## **12. Consequences of Cancellation, Suspension or Restriction of the Service**

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### **12.1 What happens when the Service is cancelled**

Where the Service is cancelled:

- (a) You will not be able to use the Service after the Cancellation Date;

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- (b) You will have the right to take your mobile telephone number to another provider unless the Telecommunications Numbering Plan permits us to recover the mobile telephone number from You. If we can recover your mobile telephone number from You, your right to use the mobile telephone number issued to You for the Service will stop;
  - (c) subject to any disputes that You have with us, **You agree to pay for any fees and charges promptly for your use of the Service and equipment until the cancellation date and to pay us in full for any equipment that You have agreed to purchase from us** (unless we have agreed under clause 9.3(a) to allow You to continue making your Mobile phone Repayments on a monthly basis);
  - (d) **You will return our equipment (excluding Handsets) within 60 days of the cancellation date to us or to our nominated agent; and**
  - (e) **You will pay the Early Termination Charge applicable to the cancellation of the Contract, the Early Termination Charge as listed in the relevant Service Description.**
  - (f) **You will no longer have the right to use your allocated mobile telephone number, unless You have ported the Mobile Number to another carrier.**

## 12.2 What happens when the Service is Suspended

When the Service is Suspended:

- (a) You will not be able to use the Service during the period of the Suspension;
- (b) You will not be liable to us for any charges for access to or use of the Service during the period of Suspension;
- (c) **You will still be charged for any equipment that You have agreed to purchase from us as identified in your Application** unless we consider You to be experiencing Temporary Financial Hardship;
- (d) You must continue to pay any applicable Minimum Monthly Commitment and recurring charges (such as Mobile Phone Repayments and insurance premiums) for the period of the Suspension. The Commitment Period specified in your Application for the Service will be extended by the period of the Suspension, except where the Suspension was the result of an event that was reasonably outside of your control or because we consider You to be experiencing Temporary Financial Hardship; and
- (e) Your Contract remains in effect after the Cancellation Date until such time as all outstanding fees and charges on your account, including any applicable Early Termination Charge, are paid to us or our nominated agent.

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## **13. What You and We are Liable for**

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### **13.1 Your liability to us**

- (a) You (and if You and one or more others are the customer for the Service, each of You jointly and individually) will be liable for any charges or other obligations under this Contract.
- (b) You are liable to us for:
  - (i) all fees and charges for the use of your Service (including where they were incurred by someone other than You);
  - (ii) all fees and charges incurred on Additional User accounts where You are the Primary Account Holder;
  - (iii) any liability for breach of contract or negligence; and
  - (iv) any damage to our equipment lent to You which is not the result of fair wear and tear.
- (c) However, You are not liable to us for any loss to the extent that loss is caused by us or our employees, agents or contractors.

### **13.2 Our liability to You**

- (a) Other than as set out in this clause 13.2 and in clause 13.3 of these General Terms, we have no liability to You in connection with this Contract. This exclusion applies to your direct and indirect losses and damages irrespective of the cause of action including breach of contract, tort (including negligence) and actions under statute.
- (b) We are liable to You for:
  - (i) any direct damage caused by the negligence of us, our, employees or agents during installation, repair or maintenance;
  - (ii) any direct damage caused by any breach of contract by us, our employees or agents; and
  - (iii) any death or personal injury caused by the wrongful act or omission of us, our employees or agents.

### **13.3 Limits to our liability**

- (a) To the extent permitted by law, we exclude any terms, warranties or conditions implied by law or any legislation or regulation unless they cannot be excluded.
- (b) Where:
  - (i) any legislation or regulation implies a term, warranty or condition into this Contract which cannot be excluded; and
  - (ii) the relevant goods or services are not of a kind ordinarily acquired for personal, domestic or household use or consumption; and
  - (iii) it is fair and reasonable for us to do so,

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then, if permitted by law, our liability to You for breach of that term, warranty or condition will be limited to the re-supply of the relevant services or the repair or replacement of goods. In addition, where You have contributed to any loss or damage You are claiming against us, our liability will be reduced to the extent of your contribution.

#### **13.4 Exclusion of our Liability**

Without limiting clause 13.2(a), we exclude liability to You for any loss:

- (a) arising from our delay in or failure to perform any of our obligations under this Contract because of an event that is outside our reasonable control. This may include the failure by one of our Suppliers to provide us with the carriage service necessary to supply the Service to You, as a result of a Force Majeure event; and
- (b) to the extent that the loss is caused by You.

### **14. General**

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#### **14.1 Access to your premises**

- (a) We may require access to your premises. You will provide us with safe access to your premises if we request access to:
  - (i) install equipment for a Service You have requested;
  - (ii) inspect, test, maintain, repair or replace equipment; or
  - (iii) recover our equipment if your Service is cancelled.
- (b) If You are not the owner of the premises, You must ensure that You have the owner's permission to access the premises for the purposes of this Clause. You agree that You will have that permission before You grant us access.
- (c) You indemnify us against, and must pay us for, any claim made by the owner against us relating to our entering your premises.
- (d) You owe us the value of our Equipment as a debt due if we are not able to access your premises if we need to recover it.

#### **14.2 How we can assign our rights and responsibilities to a third party**

- (a) We may novate our rights and obligations under this Contract to one of our Suppliers without your consent, by giving You notice of that novation. You irrevocably appoint us as your authorised agent to execute all documents and to do all acts as are necessary or desirable to give effect to such novation.
- (b) Otherwise, we may assign any of our rights under this Contract to any person without your consent, by giving You notice of that assignment.
- (c) Except as provided in this clause, we cannot assign any of our obligations under this Contract without first obtaining your consent.
- (d) We will assume that You have given your consent and we may rely upon this if:

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- (i) we give You Personal Notice of our intention to assign our obligations; and
  - (ii) You do not inform us within 30 days that You object to the assignment.

**14.3 How You can assign your rights and responsibilities to a third party**

- (a) You cannot assign any of your rights and obligations under this Contract without first obtaining our consent.
- (b) You may assume that we have given our consent and You may rely upon this if:
  - (i) You inform us in writing of your intention to assign your rights; and
  - (ii) we do not inform You within 30 days that we object to the assignment.

**14.4 Which State or Territory laws and courts govern this Contract?**

This Contract is governed by the laws applicable in the State or Territory stated as being your address in your Application. If no address is stated or You specify an address that is outside of Australia, then the Contract is governed by the laws applicable in the State or Territory where You were living at the time when we first supplied any of the Services to You.

**14.5 Severable terms**

If any term of this Contract is void or unenforceable it shall be severed from this Contract and the remaining terms shall continue with full effect.

**14.6 Consent**

If we need your consent to do something, and You are a business customer, we can rely on the authority of any of your employees who tell us they are authorised to give your consent.

**14.7 Surviving terms**

Clauses 4.2,4.4, 12, 13 and 14, shall survive termination of the Contract for any reason.

## Schedule 1- Dictionary

Term	Definition
Act	Act means the <i>Telecommunications Act 1997</i> (Cth)
Additional User	The Additional User is a person whose Service is linked to a Multi-User Account but who is not the Primary Account Holder.
Age-Restricted Content	Age-Restricted Content means Content that has been classified, or would be likely to be classified, as MA 15+ or R 18+ by the Classification Board established under section 45 of the <i>Classification (Publications, Films and Computer Games) Act 1995</i> (Cth).
Application	You may request us to supply Services and/or equipment to You in a manner accepted by us from time to time, which may include completing and providing to us our relevant approved application form (in paper form or online) or by recording your agreement to our terms on the phone ( <b>Application</b> ). We may accept and rely on, and You will be bound by, a facsimile copy of the Application as if it were an original.
Australian Communications and Media Authority	The Australian Communications and Media Authority means the statutory authority within the federal government portfolio of Communications, Information Technology and the Arts that is responsible for the regulation of broadcasting, the internet, radiocommunications and telecommunications.
Billing Code	The Billing Code is an industry code of practice developed by Australian Communications Industry Forum Ltd (now known as Communications Alliance Ltd) and known as Australian Communications Industry Forum Industry Code – Billing (C542:2003). It can be reviewed at the Communications Alliance website ( <a href="http://www.acif.org.au">www.acif.org.au</a> ).
Billing Period	The Billing Period is the term in which You will accrue fees and charges for your use of the Service. You will be notified of your Billing Period upon the receipt of your first bill.
Billing Period Date	The Billing Period Date is the first day of any Billing Period.
Blackberry Pack	A Blackberry pack is an option we provide to customers to enable them to use Blackberry Services for a fixed price.
Blackberry Services	Blackberry Services are services which enable You to use Your Handset to send and receive emails through RIM's "Blackberry" email services (which includes the "Blackberry Enterprise Server" service), and to browse the Internet using RIM's "Blackberry" internet browsing services (which includes the "Blackberry Internet Service").

<b>Term</b>	<b>Definition</b>
Bonus Option	A Bonus Option is a feature that You can choose to apply to particular aspects of your Service as set out in the relevant Service Description. You may only have one Bonus Option activated at a time per Plan.
Bonus Option Change Fee	The Bonus Option Change Fee is the fee we charge You if You change your Bonus Option more than once in a Billing Period.
Bucket	Bucket means the allocation and limit of Prepaid Credit to predetermined voice, message and data services.
Cancellation Date	Cancellation Date means the date your Service is cancelled as specified in your cancellation notice.
Change Fee	The Change Fee is the fee we charge You if You change certain things about your Plan more than once in a Billing Period, as set out in the relevant Service Description.
Change of Ownership Form	Change of Ownership Form means the Crazy John's Change of Ownership form which is available for download at <a href="http://www.crazyjohns.com.au/terms">www.crazyjohns.com.au/terms</a> .
Charged Calling Time	Charged Calling Time means that part of each call's duration for which You are charged. The charged calling time commences when the call is answered and finished when the circuit established by the call is released at the local exchange or other network facility which connects You, or the other exchange or Network facility at which the call duration is measured.
Commitment Period	The Commitment Period is the period applicable to a Fixed-Period Contract, being either 12 or 24 months (as selected in your Application) from the date on which we begin supplying You with your Service. However, we may extend the Commitment Period to take into account any periods of suspension during the Commitment Period.
Complaint Handling Code	The Complaint Handling Code is an industry code of practice developed by Australian Communications Industry Forum Ltd (now known as Communications Alliance Ltd) and known as Australian Communications Industry Forum Industry Code – Complaint Handling (C547:2004). It can be reviewed at Communications Alliance website ( <a href="http://www.acif.org.au">www.acif.org.au</a> ).
Content	Content refers to any data, information, images, graphics, audio visual content, applications, downloadable files or other multimedia content provided by us or a third party provider that can be accessed using the Crazy John's Network.
Contract	Contract means the binding agreement between You and us. The Contract is comprised of the documents described in clause 1.1 of these <i>General Terms</i> .

Term	Definition
Customer Contact Centre	This means the service we operate for the assistance and service of our customers for issues and queries they have relating to our Service. The Customer Contact Centre number is 1300 303 646. You are also able to submit queries to our Customer Contact Centre online by visiting our website at <a href="http://www.crazyjohns.com.au">www.crazyjohns.com.au</a> .
Customer Equipment	The customer equipment covered by this contract includes any devices used to access the Service, such as a mobile phone handset or modem.
Crazy BYO Phone Plan	Crazy BYO Phone Plan means the Plan referred to in annexure 1 of the Service Description for Post Paid Mobile Services.
Crazy Discount	The Crazy Discount is a loyalty credit applied to your bill during your Commitment Period if your Plan supports this feature. The value of the credit depends on the value of your Minimum Monthly Commitment, as set out in the relevant Service Description for your Service. We may refer to the loyalty credit by different names from time to time in our marketing material.
Crazy Discount Plan	Crazy Discount Plan means the Plan referred to in annexure 3 of the Service Description for Post Paid Mobile Services.
Crazy John's	This refers to Mobileworld Operating Pty Ltd (ACN 090 451 433) (trading as <b>Crazy John's</b> ), as do any references to <i>us</i> , <i>we</i> and <i>our</i> .
Crazy John's Network	Crazy John's Network means any Network we use to supply You with your Service.
Crazy John's Privacy Policy	The Crazy John's Privacy Policy sets out our privacy obligations in terms of how we may deal with your Personal Information. It is available for download at <a href="http://www.crazyjohns.com.au/privacy">www.crazyjohns.com.au/privacy</a> .
Crazy Phone Plan	Crazy Phone Plan means the Plan referred to in annexure 2 of the Service Description for Post Paid Mobile Services.
Detriment	You may suffer a detriment if You are put at a disadvantage – this may take the form of a financial loss or some other reduction in benefits or enjoyment or use of the Service that is not financial in nature.
Do Not Call Register	The Do Not Call Register means the register established by the <i>Do Not Call Register Act 2006</i> and managed by Australian Communications and Media Authority.
Early Termination Charge	The Early Termination Charge is what we charge You if your Service is disconnected or cancelled because You have not complied with the terms of your Fixed-Period Contract or You have terminated a Fixed-Period Contract at your convenience as described in clause 9.2 of these General Terms before the end of the Commitment Period. The Early Termination Charge applicable to your Service is set out in the relevant Service Description.

Term	Definition
Easy to Remember Number	<p>Easy to Remember Number means a mobile telephone number containing:</p> <ul style="list-style-type: none"> <li>(a) five or more of the same numbers in sequence (e.g 11111) (we call this a Platinum Number);</li> <li>(b) four or more numbers in sequence (e.g 1234 or 9876) (we call this a Gold Number);</li> <li>(c) triplet sets that are: <ul style="list-style-type: none"> <li>(i) identical (e.g 250 250);</li> <li>(ii) double (e.g 111 999);</li> <li>(iii) identical pairs in same positions in the triplets (e.g 007 009 or 911 811);</li> <li>(iv) one triplet in sequence and another identical (e.g 234 000);</li> <li>(v) mirror image numbers (e.g 260 062); or</li> <li>(vi) one triplet of identical numbers (e.g 111 587);</li> </ul> <p>(we refer to these as Silver Numbers); or</p> </li> <li>(d) number pairs (e.g 12 12 12 or 11 11 28) (which we also refer to as Silver Numbers).</li> </ul>
Emergency	Emergency is a serious, unexpected, and potentially dangerous situation requiring immediate action.
Essential Term or Essential Clause	A term of this contract is an essential term if a breach of that term by either You or us would make it impossible or impractical for the other to continue to provide or receive the Service; for example, a continuing failure to pay bills or to provide the Service.
Excessive or Unusual Use	Excessive or Unusual Use means high volume usage of the Service within a small time frame, or sustained high usage exceeding the average usage of customers on a similar Plan, or other activity which suggests irregular network access.
Fair Use Policy	The Fair Use Policy is the terms and conditions set out in this document at part D.
Fixed-Period Contract	This means any contract which includes a fixed period of time during which neither party is free to change the terms of the contract (except as specifically set out for in your Contract) or to cancel the contract other than as specifically provided for, but excludes a month to month commitment period.
Flagfall	Flagfall means a connection charge or an initial charge per call made.

Term	Definition
Force Majeure Event	<p>Force Majeure Event means an event or cause beyond the reasonable control of the party claiming force majeure. It includes each of the following, to the extent it is beyond the reasonable control of that party:</p> <ul style="list-style-type: none"> <li>(a) act of God, flood, earthquake or explosion, cyclone, tidal wave, landslide or other natural disaster;</li> <li>(b) act of public enemy, war (declared or undeclared), terrorism or threat of terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic; and</li> <li>(c) a failure or refusal by our suppliers to grant us access to their Network.</li> </ul>
Goods and Services Tax	<p>Goods and Services Tax (<b>GST</b>) has the meaning given in section 195-1 of the <i>A New Tax System (Goods and Services) Tax Act 1999</i> (Cth).</p>
GPRS	<p>GPRS means the General Packet Radio Service digital mobile service provided by us to communicate certain data over our Network.</p>
GPRS Data	<p>Means data communicated to your Handset via GPRS.</p>
GPRS Rate	<p>Means the rate we charge You per connection and per kilobyte for GPRS data usage in excess of your Included Data Credit (or for all GPRS data usage if you have no Included Data Credit), as set out in the Service Description Relevant to your Service.</p>
General Terms	<p>The General Terms are the terms and conditions set out in this Document at part A.</p>
Handset	<p>Handset means the mobile telephone Handset You use to access our Network. If your Handset was provided by us, it includes any bundled accessories.</p>
IMEI	<p>IMEI is the International Mobile Equipment Identity, which is a number unique to every mobile phone that is compatible with our Service. It is usually found printed on the phone underneath the battery. You can find your IMEI by dialling the sequence <b>*#06#</b> on your phone.</p>
Included Data Credit	<p>Included Data Credit means the amount of GPRS Data we allocate You according to which Mobile Internet Pack You select. We deduct your actual GPRS Data usage from the amount specified in your Included Data Credit before charging You for GPRS Data usage at the GPRS Rate.</p>

<b>Term</b>	<b>Definition</b>
Integrated Public Number Database	Integrated Public Number Database means the industry wide database of numbers and customer data managed under the Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997
International Call	An International Call is a call to any mobile phone or fixed line phone connected to a telecommunications network outside of Australia.
International Roaming	International Roaming means using a service provider other than Crazy John's to provide You with your Service, while You are outside of Australia.
Late Payment Fee	The Late Payment Fee is the Fee we may charge You if You do not pay the full amount on your bill when it is due, as set out in the relevant Service Description for your Service.
Minimum Monthly Commitment	The Minimum Monthly Commitment fee is the amount specified by You in your Application that You agree to pay us, as a minimum amount, each month until the end of the Commitment Period.
MMS	MMS means the Multimedia Messaging Service standard for telephony messaging systems that allows sending messages that include multimedia objects (images, audio, video, rich text) in addition to simple text.
Mobile Coverage Area	Mobile Coverage Area means the area in which You may access the Service. Details of the Mobile Coverage Area are available for download at <a href="http://www.crazyjohns.com.au/coverage">www.crazyjohns.com.au/coverage</a> .
Mobile Internet Pack	A Mobile Internet pack is an option we provide to customers who wish to access GPRS Data services at a discounted price. When You select a Mobile Internet Pack, we allocate You Included Data Credit depending on the value of your Mobile Internet Pack. We then deduct your actual GPRS usage from your Included Data Credit before charging You for any excess usage at the GPRS Rate specified in the Service Description for your Service.
Mobile Phone Repayments	Mobile Phone Repayments means any payments You owe to us as a result of purchasing your handset from us on a deferred basis over your Commitment Period.
Monthly Included Call	The Monthly Included Call amount is the value of certain calls, messages and other usage of Your Service that You are able to make each month before we charge You for that usage at the rates applicable to your Service. We offset the value of that actual usage, at the rates applicable to Your Service, against your Monthly Included Call value before we charge You for such usage. The types of usage that Your Monthly Included Call value applies to are set out in the Service Description applicable to Your Plan.
Monthly Credit Limit	Monthly Credit Limit means the credit limit agreed between You and

<b>Term</b>	<b>Definition</b>
	us to be applied to your account each Billing Period
Multi-User Account	The Multi-User Account is an option that allows customers to combine payments for several Services, and payments for several handsets, into one account. A Multi-User Account is selected and setup by You when You complete your Application.
National Roaming	National Roaming means using the Service within Australia in places that are not within the Mobile Coverage Area, but in which networks operated by other suppliers may be used by You as a result of arrangements we have with our suppliers.
Network	Network means a “telecommunications network” as defined in the Act.
No Cost Basis	Termination of this contract on a No Cost Basis means that You must pay us any usage or access charges that You have incurred up to the date of termination and any installation or equipment costs that are outstanding as at the date of termination (provided the equipment can be used in connection with services provided by another provider). You must pay us those amounts at the time of Termination or You will not be entitled to terminate the Contract on a No Cost Basis. You will not incur any additional costs by choosing to terminate the contract on this basis. You must still continue to pay us any monthly Mobile Phone Repayments unless You have already paid for your handset in full.
Number Change Fee	The fee we charge You if you request a change to your Mobile Phone Number in certain circumstances, as set out in the Service Description application to Your Plan.
Number Request Fee	The fee we charge You if you request an Easy to Remember Number.
Offence	An offence is an offence against the laws of Australia, any other country or any state or territory.
Paper Bill Fee	The Paper Bill Fee is the fee we charge You if we send hardcopy paper bills to You, as set out in the relevant Service Description for your Service.
Payment Dishonour Fee	The Payment Dishonour Fee is the fee we may charge You where You pay by cheque and the cheque is dishonoured or You pay by direct debit and there are insufficient funds in your account, as set out in the relevant Service Description for your Service.
Personal Information	Information or an opinion about You, if You are a natural person and where your identity is apparent or can reasonably be ascertained.

Term	Definition
Personal Notice	<p>Notice will only be personal notice when we:</p> <ul style="list-style-type: none"> <li>• send You a letter to the last address You have provided to us;</li> <li>• send You an email to your email address if You have told us that we can send You emails at that address; or</li> <li>• include the information on or with your bill.</li> </ul> <p>For customers who are on a Prepaid Plan, in addition to the above, we can give You personal notice by making the information available to You and telling You how You can obtain the information. We will tell You how to obtain the information by recorded message, text message or in writing.</p>
PIN	<p>PIN means your personal identification number, which is the number that is allocated to your account for security and access purposes. You will need to quote your PIN when contacting our Customer Contact Centre or otherwise accessing your account before you can get service for, or gain access to, your account.</p>
Plan	<p>A Plan is the particular set of terms, conditions, fees and charges that apply to your Service as selected by You on your Application.</p>
Port	<p>Port means to transfer your mobile phone number from one carrier or carriage service provider to another carrier or carriage service provider in conjunction with your Service.</p>
Port Out Fee	<p>The Port Out Fee is the fee You must pay us if You elect to port your mobile telephone number to another carrier, as set out in the Service Description for your Service.</p>
Post Paid Mobile Service	<p>A Post Paid Mobile Service is a Service that is provided to You under a Post Paid Plan.</p>
Post Paid Plan	<p>A Post Paid Plan is a Plan whereby You pay for your Service at the end of a Billing Period by paying the accrued charges for your Service, as listed on your bill.</p>
Premium Service	<p>Premium Services are services that supply content or provide for payment of services or other exchanges of information or transactions via mobile or fixed telephone accounts, at a price that is higher than the rate otherwise charged under this Agreement for the type of call made or SMS sent or received. Premium services may involve making voice calls, sending an SMS, or accessing a mobile carrier “portal”. Examples of Premium Services include (but are not limited to) dialing numbers beginning with '19', SMS voting, SMS competitions, live sport updates, and purchasing ring tones.</p>

<b>Term</b>	<b>Definition</b>
Prepaid Credit	Prepaid Credit means the credit we allocate to your Prepaid Service account after You make one or more Pre-Payments for the Service. We will apply your credits against the charges that You incur in using your Service.
Prepaid Customer	A Prepaid Customer is a customer who receives their Service under a Prepaid Plan.
Prepaid Plan	A Prepaid Plan is a Plan whereby You pay for your Service usage only by making Pre-Payments. Once You exceed the Pre-Payment amount You cannot use your Service in a way that would incur charges unless and until You make a further Pre-Payment,
Prepaid Mobile Service	A Prepaid Service is a Service that is provided to You under a Prepaid Plan.
Pre-Payment	A pre-payment is an amount of money that You pay to us in advance of your Billing Period, or if You have a Prepaid Service, an amount of money You must pay us in order for us to provide You with credits that You can use to apply to the use of, and that allow You to use, your Service.
Primary Account Holder	Primary Account Holder is the responsible party for all fees, charges and obligations arising on a Multi-User Account.
Prohibited Content	Prohibited Content means Content that has been classified, or would be likely to be classified, as X 18+ or RC by the Classification Board established under section 45 of the <i>Classification (Publications, Films and Computer Games) Act 1995 (Cth)</i> .
Reconnection Fee	The Reconnection Fee is the fee we charge You if You request us to reconnect your Service after we have Suspended, disconnected or cancelled your Service, as set out in the Service Description relating to your Service.
related body corporate	This term has the same meaning as in the <i>Corporations Act 2001 (Cth)</i> , and “related bodies corporate” has a corresponding meaning.
Restrict	Where we Restrict your use of the Service we will limit your access to or use of the Service. “Restricted” and “Restriction” have a corresponding meaning.
Roaming	Roaming refers to both International Roaming and National Roaming.
RIM	RIM means Research in Motion Limited.
Safety Barrier	Safety Barrier means a credit limit on your expenditure for a Service, which you have requested us to apply to that Service each Billing Period.
Service	The services that we provide to You under your Contract, which may include a mobile service, fixed line service or any other services.

Term	Definition
Service Description	The Service Description for each Service are the terms that apply specifically to that Service and are incorporated into your agreement with us in respect of that Service by virtue of clause 1.1 of these General Terms. More than one Service Description may apply to this Contract if You are acquiring multiple Services from us. The Service Descriptions form parts B and C of this document. You can obtain the Service Description for each Service we provide from our website at <a href="http://www.crazyjohns.com.au/terms">www.crazyjohns.com.au/terms</a> .
SIM	SIM means a Subscriber Identity Module, which is a removable smart card You insert into your Handset that stores your service-subscriber key.
SIM Replacement Fee	The SIM Replacement Fee is the fee that we charge You for the replacement of your Crazy John's SIM card, as set out in the Service Description for your Service.
SMS	SMS refers to the Short Message Service telecommunications protocol that allows the sending of text messages of 160 characters or less.
Special Number	A Special Number is a phone number commencing with any of the following prefixes: 001, 0103, 1225, 1245, 13, 15, 18 and 19, or a satellite number (eg 'Inmarsat', 'MobileSat' number), 'Iterra' remote service or 'Ships at sea' number (each as described in the Service Description applicable to Your Service).
Special Promotion	A Special Promotion refers to a written offer by us to provide You with a benefit relating to Your Service which is not set out in our Standard Form of Agreement, which we provide to You at the time of making Your Application, or of which we give you Personal Notice. A Special Promotion may include us offering to provide additional goods or services or offering to make available certain discounts or credits relating to Your Service.
Supplier	A Supplier is a person who provides us with services that we use to provide the Service to You.
Suspension	Suspension occurs when we temporarily withdraw the Service and You are unable to access or use it, except for the purpose of making emergency calls. "Suspend" and "Suspended" have a corresponding meaning.
Telecommunications Numbering Plan	The Telecommunications Numbering Plan 1997 as amended from time to time. A copy of the Telecommunications Numbering Plan may be obtained from <a href="http://www.acma.gov.au">www.acma.gov.au</a> .
Temporary Financial Hardship	You will be considered to be suffering "Temporary Financial Hardship" if your current financial circumstances prevent You from paying your bill in full but, with the assistance of an extension or a

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Term	Definition
	payment arrangement, You reasonably expect to be able to pay future bills.
Transfer Date	Transfer Date means the date we transfer your Service from your previous service provider to us following our acceptance of a Change of Ownership Form.
Unusually High Usage	Unusually high usage is a level of usage of your Service in one Billing Period that is at least three times higher than your average usage in preceding Billing Periods.
You	You refers to the person acquiring the Services as identified on the Application who is liable for the all fees and charges in respect of the Service, as does <i>your</i> .