

PART E: PREPAID MOBILE SERVICE DESCRIPTION

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1. Application of this Part

- 1.1 This is the Service Description for Crazy John's Prepaid Mobile Services. This Service Description sets out the terms and conditions on which we will supply You with a Prepaid Mobile Service.
- 1.2 This Service Description forms part of the Contract between You and us if You purchased a Prepaid Mobile Service from us. The General Terms set out more details of the terms of your Contract.

2. Interpretation and Definitions

- 2.1 Certain words used are given a specific meaning located in the dictionary contained in schedule 1 of the General Terms.

3. What is the Service?

- 3.1 The Service is supplied to You by Mobileworld Operating Pty Ltd (ABN 49 090 451 433) trading as Crazy John's.
- 3.2 The Service allows You (and the people You nominate to us) to use the Crazy John's Network (or the network we use to supply your service) in order to:
- (a) make and receive voice and video calls;
 - (b) send and receive SMS and MMS; and
 - (c) send and receive GPRS Data;
- subject to the other terms of this Contract and the technical capabilities of your Handset.
- 3.3 The Service also includes the provision of:
- (a) an activated Crazy John's SIM card;
 - (b) a mobile telephone number; and
 - (c) a Customer Contact Centre open 24 hours every day of the week.
- 3.4 Your service will be provided on the terms of one of the Plans described in the annexures at the end of this Service Description.
- 3.5 The Plan applicable to You at the time You activate your Service is indicated by the terms and conditions which were provided with your SIM card or Prepaid Mobile Service product. Following the activation of your Service, the Plan applicable to You may change depending on the amount by which You recharge. This is explained in more detail in clause 16 of this Service Description.
- 3.6 The terms applicable to each Plan are set out in the relevant annexure at the end of this Service Description.

4. Your Mobile Telephone Number

- 4.1 We will allocate to You a mobile telephone number.
- 4.2 If You request an Easy To Remember Number for the Service, You must pay us a **Number Request Fee** listed in clause 19.3 of this Service Description.
- 4.3 You may Port your existing Mobile Telephone number in accordance with clause 12 of this Service Description.
- 4.4 Your mobile telephone number will be sent to and be visible on the phone of:
- (a) each person You make a voice or video call to (unless You deactivate the call identity through a function on your handset (if it has the necessary technical capability) or by contacting the Customer Contact Centre);
 - (b) each person to whom You send an SMS or MMS; and
 - (c) any calls made to emergency services.
- 4.5 You may request a new mobile telephone number for your Service at any time. Changing your Mobile Telephone Number may result in the termination of your Plan. In these circumstances, we will terminate your Plan on a No Cost Basis and reconnect your Plan under the new mobile telephone number on the same terms and conditions.
- 4.6 If you request a new mobile telephone number for your Service on a number of occasions that we consider to be unreasonable or excessive, You may be required to pay us a **Number Change Fee** listed in clause 19.3 of this Service Description.
- 4.7 If You require a new mobile telephone number because You have received calls, SMS or MMS of a harassing or otherwise illegal nature, and have reported the matter to the relevant law enforcement agency or regulatory body, we will provide You with a new mobile telephone number free of any fee or charge on the first two occasions in accordance with clause 4.5. In these circumstances, we may require You to provide proof that the matter has been reported to the relevant law enforcement agency or regulatory body. You must pay us a **Number Change Fee** listed in clause 19.3 of this Service Description for any further changes subsequent to the first two instances.

5. Equipment Needed to Use the Service

- 5.1 To access and use the Service, You will need:
- (a) a Handset that is compatible with the Crazy John's Network, the Service and Plan You have selected; and
 - (b) an activated Crazy John's SIM card.
- 5.2 You may use your own Handset on the Crazy John's Network, provided that it is compatible with the Crazy John's Network and SIM cards. A list of compatible handsets is

available at www.crazyjohns.com.au/equipment. We may ask you to provide proof of ownership of the Handset.

5.3 Your ability to use the Service will be limited to the technical capabilities of your Handset.

6. SIM Card

6.1 The Crazy John's SIM card remains our property at all times. You must return the SIM card to us if the Service is cancelled or if a replacement SIM card is issued to You.

6.2 You must promptly notify us if your SIM card is lost, stolen or damaged, We will deactivate that SIM card and issue You with another SIM card as soon as practicable. Replacement of your SIM card will incur the **SIM Replacement Fee** listed in clause 19.3 for this Service Description, unless it was a result of a fault or negligence of us, our employees, agents or contractors.

6.3 You must register your prepaid SIM card with us before it will be activated. We collect information to correctly identify You such as Name, Address, Date of Birth and Driver's Licence number.

6.4 If You purchase a prepaid Handset or starter kit, your Prepaid Credit is only available once You have *registered* your Service. Your Prepaid Credit cannot be redeemed for cash.

7. Our Mobile Coverage Area

7.1 The Service is not available in all areas of Australia. You can only use the Service in our Mobile Coverage Area. Details of our Mobile Coverage Area are available at www.crazyjohns.com.au/coverage.

7.2 Even within our Mobile Coverage Area, we cannot guarantee that the Service will be available:

- (a) due to 'drop outs' occurring on calls; or
- (b) at certain times, for example, because of weather conditions or network congestion; or
- (c) in certain areas, where geographical or man-made features interfere with the Crazy John's Network. For example, where there are mountains, caves or dense forest, or in some buildings or parts of buildings such as an elevator, basement or car park.

8. Suspending your Service

8.1 The General Terms and the Fair Use Policy set out the circumstances in which we may Suspend or Restrict your Service.

8.2 You may request the Service be Suspended if your SIM card or Handset is lost or stolen.

9. Account Balances

- 9.1 You will not receive a bill for this Service.
- 9.2 You will be able to view your Prepaid Mobile Service account balance by logging into www.crazyjohns.com.au/myaccount and following the instructions.

10. Roaming

- 10.1 Roaming is not available for Prepaid Mobile Services. This means you will not be able to use your Prepaid Mobile Service outside our Mobile Coverage Area.

11. Call Barring

- 11.1 You are able to bar certain calls from being made from your Service. Call barring can only be requested by ringing the Customer Contact Centre. We cannot bar calls to emergency numbers 112 and 000.
- 11.2 We may, at our discretion and without notice to You, bar the making of calls or sending of messages to numbers with a '19' prefix, or other usage of Premium Services, through your Prepaid Mobile Service. This will not affect your obligation to pay any charges due on account of any use of those services through your Prepaid Mobile Service which occurred before those services were barred. If You activated your Prepaid Mobile Service on or before 7 April 2008, our right to bar use of the services under this paragraph for that Prepaid Mobile Service commences on 8 May 2008.

12. Number Portability

- 12.1 We will not charge You for Porting your existing mobile telephone number from another service provider to us.
- 12.2 Porting relies on the Networks of other service providers over which Crazy John's has no control. If You ask us to Port an existing mobile telephone number from another Service Provider to us, we will aim to Port your existing mobile telephone number to the Crazy John's Network as soon as practicable. Crazy John's is not liable for any delays in the Porting Process.
- 12.3 We will notify You if your Port request has not been successfully confirmed.
- 12.4 Your Service will not commence until the successful Porting of your existing mobile telephone number. However, if your Port request is not successful, we may allocate a new mobile telephone number for your Service and your Service will commence from the date we allocate You a new mobile telephone number.
- 12.5 If You elect to Port your number to another service provider, You must pay us the **Port Out Fee** listed in clause 19.3 for this Service.

13. Data

- 13.1 If your Handset has the technical capability, you may send and receive GPRS Data. If you access GPRS Data You will be charged the GPRS Rate specified in clause 19.2 of this Service Description.
- 13.2 The size of any GPRS Data is dependent on the technical capabilities of your Handset. For example, the size of any GPRS Data You receive may be substantially different from that being sent to you. The size of any GPRS Data You send may be substantially different from that which is received by the person to whom You are sending it.
- 13.3 We charge you for the amount of the GPRS Data received by your Handset and the amount of the GPRS Data sent to the receiving Handset.
- 13.4 When calculating your GPRS Data usage, we will;
- (a) round up to the next kilobyte at the end of each data transmission;
 - (b) regard 1024 bytes as 1 kilobyte (KB); and
 - (c) regard 1024 kilobytes as 1 megabyte (MB).

14. Multi- User Accounts

- 14.1 If your Service becomes attached to a Multi-User Account, the primary account holder (**Primary Account Holder**) will be responsible for all charges and obligations attached to your Service.
- 14.2 The Primary Account Holder of the Multi-User Account has the ability to allocate Prepaid Credit to your Service.
- 14.3 If your Service is attached to a Multi-User Account, the Service may be Suspended if the Primary Account Holder fails to make a payment on the account.

15. Service Disconnection

- 15.1 Your Service may be disconnected after six months of inactivity. We consider your Service to be inactive in the following circumstances:
- (a) your account reaches a zero balance; or
 - (b) there is insufficient Prepaid Credit in your account to access the Service;
- and You do not purchase further Prepaid Credit.
- 15.2 Your mobile telephone number will be quarantined for a period of six months after your Service has been disconnected. Your mobile telephone number will be reallocated six months after your Service has been disconnected.

16. Credit Expiry

- 16.1 If your Service is supplied with an initial amount of Prepaid Credit then that Prepaid Credit will be valid from the time your Service is activated and will expire after the Credit Expiry Period applicable to Recharge Amounts which are the same amount as your initial Prepaid Credit. The date on which your initial Prepaid Credit expires will be treated as your first Credit Expiry Date.
- 16.2 On each Credit Expiry Date, any Prepaid Credit remaining on your account as at that date will expire. Once Prepaid Credit has expired, You will forfeit it and cannot use it subsequently. Prepaid Credit can never be redeemed for cash.
- 16.3 Different Credit Expiry Periods and Prepaid Credit amounts apply to different Recharge Amounts. The Credit Expiry Period and Prepaid Credit amount applicable to a particular Recharge Amount is outlined in the terms of your Plan.
- 16.4 If You recharge your account with a Cap Recharge Amount, then (unless You are already on a Prepaid Crazy Cap), your Plan will be changed to a Prepaid Crazy Cap and each of the following will occur:
- (a) Any unexpired Prepaid Credit remaining on your account at that time will be forfeited, regardless of whether You were on a Prepaid Crazy Plan or a Prepaid Crazy Cap when You recharged;
 - (b) You will be allocated a new amount of Prepaid Credit equal to the amount specified for the relevant Recharge Amount in your Plan; and
 - (c) The new Credit Expiry Date will follow the date on which You recharged by the number of days equal to the Credit Expiry Period applicable to the relevant Recharge Amount (as stated in your Plan).
- 16.5 If You recharge your account using a Standard Recharge Amount, then (unless You are already on a Standard Prepaid Plan) your Plan will be changed to a Prepaid Crazy Plan and either of the following will occur:
- (a) If you were not already on a Prepaid Crazy Plan when You recharged, then:
 - (i) any unexpired Prepaid Credit remaining on your account at that time will be forfeited;
 - (ii) You will be allocated the amount of Prepaid Credit applicable to the relevant Recharge Amount (as stated in your Plan); and
 - (iii) the new Credit Expiry Date will follow the date on which You recharged by the number of days equal to the Credit Expiry Period applicable to the relevant Recharge Amount (as stated in your Plan).
 - (b) If You were already on a Prepaid Crazy Plan when You recharged, then:
 - (i) any unexpired Prepaid Credit remaining on your account at the time You recharged will be increased by the Prepaid Credit amount specified for the relevant Recharge Amount in your Plan; and

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- (ii) the Credit Expiry Date for any unexpired Prepaid Credit will be extended by a number of days equal to Credit Expiry Period applicable to the Recharge Amount by which You are recharging. The new Credit Expiry Date will apply to the Prepaid Credit specified for the Recharge Amount by which You are recharging, as well as to any unexpired Prepaid Credit remaining on your account at the time You recharge. However, your Credit Expiry Date will never be extended to a date that is more than 730 days after the date You recharge.

16.6 When You recharge your account and that results in any Prepaid Credit being forfeited by You, that Prepaid Credit is forfeited permanently and cannot be recovered regardless of any amounts by which You may subsequently recharge your account. You should therefore take care in specifying the amount by which You recharge to avoid an unexpected loss of Prepaid Credit.

17. Recharging

- 17.1 You can recharge at any time by purchasing a voucher at a participating outlet and redeeming it via our web portal or Customer Contact Centre. You may also use your credit card to recharge via the web portal for any amount which is \$5.00 or more.
- 17.2 Each Recharge Card or voucher You purchase is fully transferable, but not refundable.
- 17.3 Recharge Cards and vouchers must be redeemed before the "use by" date printed on the actual card or voucher (as applicable).

18. Cancelling your Service

- 18.1 The General Terms set out the circumstances in which you may cancel your Service.
- 18.2 We may cancel your Service in accordance with the General Terms or Fair Use Policy.
- 18.3 If your Service is cancelled:
 - (a) You will not be able to use the Service after the Cancellation Date;
 - (b) all unused Prepaid Credit will be forfeited at the Cancellation Date;
 - (c) You may Port your mobile telephone number to another service provider, unless the Telecommunications Numbering Plan permits us to recover the mobile telephone number from You; and
 - (d) You must pay to us any outstanding charges payable under your account and Plan.

19. Call Charges

19.1 All fees and charges contained in this Service Description and the annexures are inclusive of GST except where otherwise stated.

19.2 You will be charged the following for each service You use:

USAGE CHARGES	
Description of the Service	AUD
Voicemail Retrieval/Setup (121, 1211, 1212, 1213, 1218, 1219)	\$0.30 per 30 seconds
Call waiting (note: calls on hold charged at normal rates)	\$0.00
Call divert (Voicemail only)	\$0.00
Call divert (all numbers excluding Voicemail)	\$0.06 per 30 seconds
Crazy John's Customer Contact Centre (1300 303 646)	\$0.00
Directory Assistance (011, 013, 0103, 118, 122, 1223, 1225, 123, 12455, 15x)	\$1.50 Flagfall plus Standard Call Rate
Emergency Services number (000, 106, any others auto routed to emergency services)	\$0.00
1300 and 13 Service numbers (13xx)	Standard Call Rate applies
1800 numbers (18xx)	\$0.11 per 30 seconds
Inmarsat A (+8711, +8718, 8719, +8741, +8748, +8749)	\$0.25 Flagfall plus \$2.00 per 30 seconds
Inmarsat B (+8726, +8736)	\$0.25 Flagfall plus \$3.00 per 30 seconds
Inmarsat C (+8723, +8733)	\$0.25 Flagfall plus \$5.50 per 30 seconds
Inmarsat D (+8713, +8715 +8716, +8721, +8725, +8728, +8729 +8731, +8735, +8738, +8739, +8743, +8745, +8746)	\$0.25 Flagfall plus \$5.50 per 30 seconds
MobileSat (+0145)	\$0.25 Flagfall plus \$1.10 per 30 seconds
Iterra - Remote (0071)	\$0.25 Flagfall plus \$1.00 per 30 seconds
Ships at Sea (12458)	\$0.25 Flagfall plus \$3.50 per 30 seconds
Data Calls	Standard Call Rate applies
GPRS Rate (Pay As You Go)	\$0.002 per kilobyte
SMS Delivery Report	\$0.05 per message
SMS – International	35c per message
MMS	50c per message
Video MMS	75c per message
Premium Services	Charged at advertised rate

Where an annexure to this Service Description specifies a different rate for one of the services listed above, the rate stated in that annexure will apply to Plans covered by the annexure instead of the rate stated above.

19.3 You will be also charged the following amounts in the following circumstances:

OTHER CHARGES	
Description of the cost or charge AUD\$	
SIM Replacement Fee	\$33.00
Late Payment Fee (for balances of \$20 to \$100)	\$10.00

Late Payment Fee (for balances above \$100)	\$15.00
Payment Dishonour Fee	\$25.00
Payment Processing Fee	
(Visa Card/Mastercard)	0.69% of payment amount, plus applicable GST
Payment Processing Fee	
(Diners Club)	2.93% of payment amount, plus applicable GST
Payment Processing Fee	
(American Express)	2.6% of payment amount, plus applicable GST
Reconnection Fee	\$15.00
Change Fee	\$15.00
Number Change Fee	\$10.00
Number Request Fee	
(Easy to Remember – Platinum)	\$400.00
(Easy to Remember – Gold)	\$200.00
(Easy to Remember – Silver)	\$100.00
Port Out Fee	\$8.00
Family & Friends Number Change Fee	\$3.00 per number changed

19.4 You will be charged for International Calls made from Australia at the rates published from time to time on our website at www.crazyjohns.com.au/idd.

Annexure 1: Prepaid Crazy Plan

1. Service Charges

1.1 We will charge You for use of your Service in accordance with paragraphs 1.2 and 1.3 of this annexure.

1.2 You will be charged the following:

Standard Recharge Amount	\$5.00 to \$29.99 (but not \$19 or \$29)	\$30.00 to \$49.99 (but not \$49)	\$50.00 to \$99.99	\$100 or above
Prepaid Credit	Equal to Recharge Amount	Equal to Recharge Amount	Equal to Recharge Amount	Equal to Recharge Amount
Credit Expiry Period	30 Days	60 Days	90 Days	365 Days
Flagfall (applies to all voice and video calls except where otherwise stated)	27c	27c	27c	27c
Standard Call Rate (per 30 second block or part thereof) to Australian fixed or mobile telephone number – excludes Premium Services, International Calls and calls to Special Numbers	37c	37c	37c	37c
Voicemail Retrieval/Setup (no Flagfall) (per 30 second block or part thereof)	30c	30c	30c	30c
Video Call Rate (per 30 second block or part thereof) to Australia fixed or mobile telephone number - excludes Premium Services, International Calls and calls to Special Numbers	50c	50c	50c	50c
SMS – Domestic	25c	25c	25c	25c

1.3 Charges for additional services You use are listed in clauses 19.2, 19.3 and 19.4 of this Service Description.

2. Suspension

2.1 We will notify you when your account is suspended due to insufficient credit.

2.2 We will endeavour to provide you with advance notice when your account balance is nearing zero. Notification may occur by way of a recorded announcement (which You will hear when You try to make a call) or SMS message.

3. **Bonus Options**

- 3.1 You may select *one* of the following Bonus Options via our web portal or Customer Contact Centre:
- (a) half price SMS to any number within Australia, 24 hours a day, 7 days a week (excludes some message types and SMS content that is a Premium Service) (we call this 'Half Price SMS');
 - (b) 50% discount on the call rate for calls within Australia to a Crazy John's Mobile, 24 hours a day, 7 days a week (full Flagfall still applies) (we call this 'Half Price to Crazy John's');
 - (c) 50% discount on the call rate for calls to Australian fixed-line numbers 24 hours a day, 7 days a week (full Flagfall still applies) (we call this 'Half Price Fixed'); or
 - (d) 50% discount on the call rate for calls to up to five numbers of your choice within Australia, 24 hours a day, 7 days a week (full Flagfall still applies) (we call this 'Half Price Family & Friends').
- 3.2 The Bonus Options only apply to voice calls made within Australia to a standard Australian fixed or mobile telephone number. They do not apply to International Calls, calls to Special Numbers, or the use of Premium Services. Any applicable Roaming charges will also be charged at the full rate.
- 3.3 You can only change your Bonus Option with our approval. If You change your Bonus Option more than once in a Billing Period, You must pay the **Change Fee** listed in clause 19.3 of this Service Description.
- 3.4 If You have elected the Bonus Options in paragraph 3.1(d), You can change one of the numbers you have chosen at any time, with our approval. Each single number You change counts as a separate change for these purposes. Each time you change any of the numbers you have chosen You must pay the **Family & Friends Number Change Fee** listed in clause 19.3 of this Service Description for each number that You change.
- 3.5 The Bonus Options are subject to the limitations set out in the Fair Use Policy.
- 3.6 The Bonus Options may change or be withdrawn at our discretion.

Annexure 2: Prepaid Crazy Cap

1. Service Charges

1.1 We will charge You for use of your Service in accordance with paragraphs 1.2 and 1.3 of this annexure.

1.2 You will be charged the following:

Cap Recharge Amount	\$19	\$29	\$49
Prepaid Credit	\$55	\$130	\$310
Credit Expiry Period	30 Days	30 Days	30 Days
Flagfall (applies to all voice and video calls except where otherwise stated)	27c	27c	27c
Standard Call Rate (per 30 second block or part thereof) to Australian fixed or mobile telephone number – excludes Premium Services, International Calls and calls to Special Numbers	39c	39c	39c
Voicemail Retrieval/Setup (no Flagfall) (per 30 second block or part thereof)	39c	39c	39c
Video Call Rate (per 30 second block or part thereof) to Australia fixed or mobile telephone number - excludes Premium Services, International Calls and calls to Special Numbers	50c	50c	50c
SMS – Domestic	25c	25c	25c

1.3 Charges for additional services You use are listed in clauses 19.2, 19.3 and 19.4 of this Service Description.

2. Suspension

2.1 We will notify you when your account is suspended due to insufficient credit.

2.2 We will endeavour to provide you with advance notice when your account balance is nearing zero. Notification may occur by way of a recorded announcement (which You will hear when You try to make a call) or SMS message.