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<b>PART B: Post Paid Mobile Service Description</b>
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## **1. Application of this Part**

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- 1.1 This is the Service Description for Crazy John's Post Paid Mobile Services. This Service Description sets out the terms and conditions on which we will supply You with a Post Paid Mobile Service.
- 1.2 This Service Description forms part of the Contract between You and us if You requested the supply of a Post Paid Mobile Service in Your Application. The General Terms set out more details of the terms of Your Contract.
- 1.3 The Commitment Period, Plan, Mobile Phone Repayments, Minimum Monthly Commitment and Handset applicable to You, will be specified in Your Application, as varied in accordance with this Service Description.

## **2. Interpretation and Definitions**

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

## **3. Eligibility**

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- 3.1 To be eligible to receive a Post Paid Mobile Service, You must:
- (a) apply for a Post Paid Mobile Service on Your Application;
  - (b) agree to the Commitment Period and Minimum Monthly Commitment; and
  - (c) meet our minimum credit requirements.

## **4. What is the Service?**

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- 4.1 The Service is supplied to You by Mobileworld Operating Pty Ltd (ABN 49 090 451 433) trading as Crazy John's.
- 4.2 The Service allows You (and the people You nominate to us) to use Your Handset on the Crazy John's Network (or the network we use to supply the 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.
- 4.3 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.

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- 4.4 Your Service will be provided on the terms of one of the Plans described in the annexures at the end of this Service Description.
- 4.5 The terms applicable to each Plan are set out in the relevant annexure at the end of this Service Description.
- 4.6 The Plan that is applicable to You is specified in Your Application. If You have applied to be the Primary Account Holder or an Additional User in relation to a Multi-User Account in Your Application, then clause 20 of this Service Description also applies to You.

## 5. Transfer of the Service

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- 5.1 You may request the transfer of Your Service to another party at any time.
- 5.2 You may only transfer the Service with our prior consent (which we are not obliged to provide). Even if we do provide our consent, You will only be permitted to transfer the Service if the new applicant meets our eligibility criteria as set out in clause 3 and a Change of Account Holder Form is completed.

## 6. Your Mobile Phone Number

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- 6.1 We will allocate to You a mobile telephone number.
- 6.2 If You request an Easy To Remember Number for the Service, You must pay us a **Number Request Fee** listed in clause 22.4 of this Service Description.
- 6.3 You may Port Your existing mobile telephone number in accordance with clause 17 of this Service Description.
- 6.4 Your mobile telephone number will be sent to and be visible on the phone of:
- (a) each person to whom You make a voice or video call (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.
- 6.5 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 as the previous Plan.
- 6.6 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 22.4 of this Service Description.
- 6.7 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

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clause 6.5. 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 22.4 of this Service Description for any further changes subsequent to the first two instances.

## **7. Equipment Needed to Use the Service**

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- 7.1 To access and use the Service, You will need:
- (a) a Handset that is compatible with the Crazy John's Network, the Service, and the Plan You have selected; and
  - (b) an activated Crazy John's SIM card.
- 7.2 Your ability to use the Service will be limited to the technical capabilities of Your Handset.

## **8. Your Handset**

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- 8.1 If You purchase a Handset from us and Your Service is provided under a Fixed-Period Contract, You agree to pay us for the Handset You purchase by way of the monthly instalments and any other payments specified in Your Application (except where You choose to pay for all or part of Your Handset outright). Monthly instalments will be calculated as follows:
- (a) If You purchase a Handset from us and connect to a Crazy Discount Plan, the amount and duration of Your monthly instalments for Your Handset will depend on the length of the Commitment Period specified in Your Application:
    - (i) If Your Commitment Period is 12 months, You will be required to pay 10 monthly instalments each calculated by dividing the total price of the Handset (less any part of that price You have paid upfront) by 10.
    - (ii) If Your Commitment Period is 24 months, You will be required to pay 22 monthly instalments each calculated by dividing the total price of the Handset (less any part of that price You have paid upfront) by 22.The first monthly instalment is always due on Your first bill.
  - (b) If you connect to a Crazy Cap Plan and add a Handset Upgrade Option in accordance with the terms of Your Plan, You will be required to pay 24 monthly instalments each calculated by dividing the total Handset Upgrade Fee (less any part of that price You have paid upfront, if the terms of Your Plan provide that you may make such upfront payments) by 24. The first monthly instalment is always due on Your first bill.
- 8.2 If You purchase a Handset from us and Your Service is not provided under a Fixed-Period Contract, You agree to pay us for the Handset You purchase by way of the monthly instalments and any other payments specified in Your Application (except where You choose to pay for Your Handset outright). You will be required to pay the number of monthly instalments specified in Your Application, each calculated by dividing the total

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price of the Handset (less any part of that price You have paid upfront) by that number of payments.

- 8.3 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](http://www.crazyjohns.com.au/equipment). We may ask You to provide proof of ownership of the Handset.

## 9. SIM Card

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- 9.1 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.
- 9.2 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 22.4 of this Service Description, unless it was a result of a fault or negligence of us, our employees, agents or contractors.

## 10. Our Mobile Coverage Area

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- 10.1 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](http://www.crazyjohns.com.au/coverage).
- 10.2 Even within our Mobile Coverage Area, we cannot guarantee that the Service will be available:
- (a) due to 'drop outs' occurring on calls;
  - (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.

## 11. Commitment Period

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- 11.1 Your Commitment Period is specified in Your Application.
- 11.2 Your Commitment Period commences on the day we begin supplying You with the Service.

## 12. Suspending Your Service

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

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## 13. Roaming

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- 13.1 Roaming is initially barred and can only be requested by ringing the Customer Contact Centre on 1300 303 646, at least 72 hours prior to the required activation time, and specifying whether only National Roaming is required, or whether both International Roaming and National Roaming is required. We may require You to leave a deposit or credit card number as security if You choose to activate Roaming. Access to Roaming is subject to our approval.
- 13.2 If You activate International Roaming for a Service, You must also receive National Roaming on that Service. However, if You activate National Roaming for a Service, You will not automatically receive International Roaming and will need to activate it separately.
- 13.3 International Roaming is not available in all countries or in all areas of those countries in which International Roaming is available. The countries where International Roaming is available may change at our discretion. Details of the countries in which International Roaming is available is available on our website at [www.crazyjohns.com.au/roaming](http://www.crazyjohns.com.au/roaming).
- 13.4 National Roaming is not available in all parts of Australia. The places where National Roaming is available may change at our discretion. If National Roaming is activated on Your Service, it will commence automatically when You move outside of the Mobile Coverage Area and into an area where National Roaming is available. It may take up to 30 minutes for National Roaming to cease once You move back into the Mobile Coverage Area.
- 13.5 When Roaming, You are charged both for calls You receive as well as calls You make. International Roaming and National Roaming rates are subject to variation. Please contact the Customer Contact Centre to confirm any prices before travelling overseas, or visit our website at [www.crazyjohns.com.au](http://www.crazyjohns.com.au). It may take up to 48 hours for changes to the rate for International Roaming and National Roaming to be reflected on our website.
- 13.6 Roaming relies on the networks of other service providers over which Crazy John's has no control. Crazy John's does not guarantee the quality, reliability or accessibility of Roaming. You agree that some features of the Service may not be available when You are Roaming and that we do not guarantee the quality and reliability of the Service when You are Roaming. You also agree that You may be forced to terminate and recommence any call in progress at the time You move outside of the Mobile Coverage Area and into an area where National Roaming is available.

## 14. What You Can Change About Your Service

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- 14.1 You are able to request the following changes to Your Service by contacting us:
- (a) type of payment method; or
  - (b) selected Bonus Options;
- subject to the other terms of this Contract.

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- 14.2 If You make any of the changes set out in clause 14.1 more than once per Billing Period, You will be required to pay a **Change Fee** in accordance with clause 22.4 of this Service Description.
- 14.3 Any changes that You request are effective immediately. We will prorate all incurred charges to the new Billing Period Date and a new bill will be sent out.
- 14.4 Some Plans allow customers who are connected to them to change to other Plans. If the terms of Your Plan specifically permit You to move to another Plan, then You may do so but only in accordance with the relevant terms of Your Plan and subject to any restrictions set out in the relevant Annexure of this Part B.

## 15. Your Bill

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- 15.1 We will provide You with a hardcopy paper bill. We will also provide You with an online bill which You can view through our self care portal. You can access our self care portal by visiting our website at [www.crazyjohns.com.au/myaccount](http://www.crazyjohns.com.au/myaccount).
- 15.2 Your Billing Period Date will be outlined on Your bill.
- 15.3 If You do not pay Your bill by the due date, You must pay us the **Late Payment Fee** listed in clause 22.4 of this Service Description.

## 16. Call Barring

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- 16.1 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.
- 16.2 Calls to 1900 numbers can only be barred if we also bar international calls.

## 17. Number Portability

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- 17.1 We will not charge You for Porting Your existing mobile telephone number from another service provider to us.
- 17.2 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.
- 17.3 We will notify You if Your Port request has not been successfully confirmed.
- 17.4 Your Service and Commitment Period do not commence until the successful Port of Your existing mobile telephone number. However, if Your Port request is not successful, we will allocate a new mobile telephone number for Your Service and Your Service and Commitment Period will commence from the date we allocate You the new mobile telephone number.

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- 17.5 If You elect to Port Your mobile telephone number to another service provider, You must pay us the **Port Out Fee** listed in clause 22.4 of this Service Description.

## 18. Data

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- 18.1 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 22.2 of this Service Description.
- 18.2 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.
- 18.3 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.
- 18.4 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).
- 18.5 You may only add a Mobile Internet Pack to Your Plan at the time of making Your Application. A Mobile Internet Pack is a monthly recurring amount that is charged to Your bill. You may terminate a Mobile Internet Pack at any time.
- 18.6 If You add a Mobile Internet Pack to Your Plan, You must choose one of the Included Data Credit Levels we offer, as set out in clause 22.4. You will be required to pay us the **Mobile Internet Pack Monthly Fee** specified in clause 22.4 for the Included Data Credit You have selected.
- 18.7 Your Included Data Credit will be deducted from Your GPRS Data usage in Your Mobile Internet Pack. Once You exceed Your Included Data Credit You will be charged the GPRS Rate specified in clause 22.2 of this Service Description.
- 18.8 The Included Data Credit for a Mobile Internet Pack can be used only in the Billing Period for which the Mobile Internet Pack is purchased. Any unused Included Data Credit for any given month cannot be used in subsequent months.
- 18.9 Adding a Mobile Internet Pack does not affect the other rates that apply to Your Plan. The Mobile Internet Pack Monthly Fee and the GPRS Rate in clause 22.2 only apply to Your GPRS Data usage.

## 19. Blackberry Services

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- 19.1 If Your Handset has the technical capability, and is a device approved for such purposes by us and RIM, You may choose to use Your Handset to receive Blackberry Services. To do so, You must have Your Handset configured in accordance with the directions published by us and/or RIM from time to time applicable to the relevant Blackberry Service. In

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addition, if You connected to Your Plan on or after 16 April 2008, You must add a Blackberry Pack to Your Plan to receive Blackberry Services.

- 19.2 You may only add a Blackberry Pack to Your Plan at the time of making Your Application. A Blackberry Pack is a monthly recurring amount that is charged to Your bill.
- 19.3 You may terminate a Blackberry Pack at any time. If You terminate a Blackberry Pack, You will no longer be able to use Your Handset to receive Blackberry Services.
- 19.4 If You add a Blackberry Pack to Your Plan, You must pay us a **Blackberry Pack Monthly Fee** set out in clause 22.4.
- 19.5 Adding a Blackberry Pack does not affect the other rates that apply to Your Plan. The Blackberry Pack Monthly Fee only applies to Your usage of Blackberry Services. The terms of Your Plan determine the charges applicable to any voice or video calls You make or receive, SMS or MMS messages You send or receive, or any GPRS data You send or receive, through Your Handset.
- 19.6 Parts of the Blackberry Services utilise a network that we do not own, and which is operated by RIM. In addition to the terms of this Agreement, Your use of Blackberry Services is also subject to any terms, conditions and restrictions applicable to the use of those Blackberry Services, as published from time to time by RIM. In addition, Your use of any Handset and/or any software manufactured or supplied by or on behalf of RIM is subject to the terms, conditions and restrictions applicable to the use of such items, as published from time to time by RIM.

## **20. Multi-User Accounts**

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- 20.1 Multi-User Accounts allow You to combine payments for several Services, and payments for several Handsets, into one account.
- 20.2 The primary account holder (**Primary Account Holder**) must be on a Post Paid Plan. The Primary Account Holder (referred to as 'You' in this clause 20) is responsible and liable for all charges made to a Multi-User Account.
- 20.3 To apply for a Multi-User Account, You must complete an Application specifying that You wish to be the Primary Account Holder on a Multi-User Account and specifying that You will be responsible and liable for the obligations of all Services, and the obligations of all users of all Services, included on that Multi-User Account.
- 20.4 Subject to our approval, up to nine additional Services can be added to a Multi-User Account. The additional Services may be used by You or any other person (an **Additional User**).
- 20.5 The Services used by Additional Users may retain the Bonus Options or other benefits associated with those Plans, subject to the requirements of this clause 20.
- 20.6 The Primary Account Holder will receive a single bill for all the Services (and the payments for any Handsets purchased from us with those Services) on a Multi-User Account and is responsible and liable for the payment of all charges on that bill and bound by all the other obligations of a user of each Service on the Multi-User Account. If there is any

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inconsistency between the terms of this clause 20 and the terms of a Plan held by an Additional User, the terms of this clause 20 will prevail.

- 20.7 Your bill will include an individual usage summary for each Service. If You request, an Additional User can also be given separate online access to a service usage summary of the Service or Services they are using.

## **21. Cancellation**

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- 21.1 The General Terms and the Fair Use Policy set out the circumstances in which we may cancel Your Service.
- 21.2 The General Terms set out the circumstances in which You may cancel Your Service. You may be required to pay us an Early Termination Charge and any outstanding fees and charges if You cancel Your Service.

## **22. Call Charges**

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- 22.1 All fees and charges contained in this Service Description and the annexures are inclusive of GST, unless otherwise stated.

22.2 You will be charged at the following rates for each of the following Services You use:

<b>USAGE CHARGES – BASIC SERVICES</b>	
<b>Description of the Service</b>	<b>AUD</b>
Voice calls to an Australian fixed-line telephone number (excludes calls made while roaming)	Charges specified in Your Plan
Voice calls to an Australian mobile telephone number (excludes calls made while roaming)	Charges specified in Your Plan
SMS – Domestic (excludes messages sent while roaming)	Charges specified in Your Plan
Video call to Australian fixed-line or mobile telephone number (excludes calls made while roaming)	Charges specified in Your Plan
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
Crazy John's Customer Contact Centre (1300 303 646)	\$0.00 per call
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
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

<b>USAGE CHARGES – PREMIUM AND SPECIAL SERVICES</b>	
<b>Description of the Service</b>	<b>AUD</b>
Premium Services	Charged at advertised rate
Directory Assistance ( 011, 0103, 122, 1225, 123, 15x)	\$1.50 Flagfall plus Standard Call Rate
Directory Assistance ( 013, 118, 1223, 12455)	\$1.15 Flagfall
(Note: calls connected through Directory Assistance numbers 013, 118, 1223, 12455 are charged separately at the Flagfall and Standard Call Rate for that type of call)	
Call divert (all numbers excluding Voicemail)	\$0.06 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
National Roaming	see <a href="http://www.crazyjohns.com.au/roaming">www.crazyjohns.com.au/roaming</a> or call our Customer Contact Centre
International Roaming	see <a href="http://www.crazyjohns.com.au/roaming">www.crazyjohns.com.au/roaming</a> or call our Customer Contact Centre
International Calls	See paragraph 22.3 below
<b>USAGE CHARGES - OTHER SERVICES</b>	
<b>Description of the Service</b>	<b>AUD</b>
Blackberry Services (Pay as You Go)	\$0.015 per kilobyte

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.

- 22.3 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](http://www.crazyjohns.com.au/idd).

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

<b>ADMINISTRATIVE AND OTHER CHARGES</b>	
<b>Description of service/event</b>	<b>AUD</b>
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
Family & Friends Number Change Fee	\$3.00 per number changed
Port Out Fee	\$8.00
Mobile Internet Pack	
(1MB Included Data Credit)	\$1.00 per month
(10MB Included Data Credit)	\$5.00 per month
(30MB Included Data Credit)	\$15.00 per month
(100MB Included Data Credit)	\$25.00 per month
Blackberry Pack Monthly Fee	\$49.95 per month

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## Annexure 1: Crazy BYO Phone Plan

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### 1. Service Charges

- 1.1 The Crazy BYO Phone Plan is a casual plan with no Commitment Period.
- 1.2 We will charge You each month for:
- (a) any voice or video calls and SMS usage of Your Service described in paragraph 1.5 below, at the rates stated in that paragraph; and
  - (b) any other usage of Your Service described in clauses 22.2 or 22.3 of this Service Description, at the rates stated in those clauses.
- 1.3 The charges referred to in paragraph 1.2 above will be deducted from Your Monthly Included Value. For any month where those charges exceed Your Monthly Included Value, You will be billed for those excess charges in addition to Your Minimum Monthly Commitment.
- 1.4 We will also charge You for any additional services You use and which are described in the 'Other charges' section of clause 22.4 of this Service Description, at the rates stated in that clause. Those charges are not included within Your Monthly Included Value.
- 1.5 The following charges apply to Your Service (in addition to those mentioned elsewhere in this Service Description):

<b>Minimum Monthly Commitment</b>	<b>\$10</b>
Monthly Included Value	\$10
Flagfall (applies to all voice and video calls except where otherwise stated)	25c
Standard Call Rate (per 30 second block or part thereof) to Australian fixed-line or mobile telephone number – excludes Premium Services, International Calls and calls to Special Numbers	25c
Video Call Rate (per 30 second block or part thereof) – excludes Premium Services, International Calls and calls to Special Numbers	50c
SMS – Domestic	25c

### 2. Monthly Included Value

- 2.1 You will receive the amount of Monthly Included Value set out in paragraph 1.5 of this annexure. The Monthly Included Value will apply to the usage referred to in paragraph 1.2 of this annexure. Any unused Monthly Included Value for any given month cannot be used in subsequent months.

### 3. Bonus Options

- 3.1 There are no Bonus Options on this Plan.

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4. **Cancellation**

4.1 You are able to cancel this Plan at any time.

4.2 There is no Early Termination Charge for cancelling Your Service under this Plan.

## Annexure 2: Crazy Phone Plans

### 1. Service Charges

- 1.1 We will charge You a Minimum Monthly Commitment amount each month as specified in Your Application.
- 1.2 We will charge You each month for:
- (a) any voice or video calls and SMS usage of Your Service described in paragraph 1.5 below, at the rates stated in that paragraph; and
  - (b) any other usage of Your Service described in clauses 22.2 or 22.3 of this Service Description, at the rates stated in those clauses.
- 1.3 The charges referred to in paragraph 1.2 above will be deducted from Your Monthly Included Value. For any month where those charges exceed Your Monthly Included Value, You will be billed for those excess charges in addition to Your Minimum Monthly Commitment.
- 1.4 We will also charge You for any additional services You use and which are described in the 'Other charges' section of clause 22.4 of this Service Description, at the rates stated in that clause. Those charges are not included within Your Monthly Included Value.
- 1.5 The following charges apply to Your Service (in addition to those mentioned elsewhere in this Service Description), depending on which of the following Minimum Monthly Commitment amounts is specified in Your Application (and subject to the application of any Bonus Options You are entitled to receive):

<b>Minimum Monthly Commitment</b>	<b>\$15</b>	<b>\$25</b>	<b>\$35</b>	<b>\$55</b>	<b>\$85</b>
Monthly Included Value	\$15	\$25	\$35	\$55	\$85
Bonus Option	Yes	Yes	Yes	Yes	Yes
Flagfall (applies to all voice and video calls except where otherwise stated)	25c	25c	25c	25c	25c
Standard Call Rate (per 30 second block or part thereof) to Australian fixed-line or mobile telephone number – excludes Premium Services, International Calls and calls to Special Numbers	44c	42c	40c	30c	24c
Video Call Rate (per 30 second block or part thereof) to Australian fixed-line or mobile telephone number – excludes Premium Services, International Calls and calls to Special Numbers	50c	50c	50c	50c	50c
SMS – Domestic	25c	25c	25c	25c	25c

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1.6 You may be required to make an upfront payment to cover Your first month under the Plan.

2. **Handset**

2.1 In return for You agreeing to connect to a Crazy Phone Plan, we will sell You a Handset at a discounted price. You may choose that Handset from the range of available Handsets we have nominated for that particular Plan at the time You connect.

2.2 The discount on the Handset we supply will be a fixed dollar amount that is pre-determined by us, for the particular Plan You have selected. The amount of that discount will be such that You are not required to make any upfront payment for the Handset unless we specify an upfront payment in Your Application. There will be no recurring repayments for Your Handset.

3. **Commitment Period**

3.1 Your Commitment Period is 24 months under this Plan.

4. **Monthly Included Value**

4.1 You will receive the amount of Monthly Included Value set out in paragraph 1.5 of this annexure. The Monthly Included Value will apply to the usage referred to in paragraph 1.2 of this annexure. Any unused Monthly Included Value for any given month cannot be used in subsequent months.

5. **Bonus Option**

5.1 During Your Commitment Period, You may select one of the following Bonus Options:

- (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').

5.2 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.

5.3 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 22.4 of this Service Description.

5.4 If You have selected the Bonus Option in paragraph 5.1(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

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numbers You have chosen You must pay the **Family & Friends Number Change Fee** listed in clause 22.4 of this Service Description for each number that You change.

5.5 The Bonus Options are subject to the limitations set out in the Fair Use Policy.

5.6 The Bonus Options may change or be withdrawn at our discretion.

**6. Changing Your Minimum Monthly Commitment**

6.1 You cannot change Your Minimum Monthly Commitment. It will remain at the same level for the duration of Your Service.

**7. Early Termination Charge**

7.1 Your Early Termination Charge is calculated in accordance with the following formula:

$\{ \textit{Minimum Monthly Commitment} \times 50\% \} \times$ $\{ ((\textit{Number of days in the Commitment Period} - \textit{Number of whole days spent on contract}) / 365) \times 12 \}$
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**8. At the End of Your Commitment Period**

8.1 Following the end of Your Commitment Period You will remain on Your Plan on a Casual Basis, but You will no longer receive a Bonus Option.

8.2 If Your Plan is no longer available, You will be placed on a Service and Plan which we reasonably determine to be comparable to Your existing Plan. We will notify You of this prior to changing Your Service and Plan.

### Annexure 3: Crazy Discount Plans

#### 1. Service Charges

- 1.1 We will charge You a Minimum Monthly Commitment amount each month as specified in Your Application.
- 1.2 We will charge You each month for:
- (a) any voice or video calls and SMS usage of Your Service described in paragraph 1.5 below, at the rates stated in that paragraph; and
  - (b) any other usage of Your Service described in clauses 22.2 or 22.3 of this Service Description, at the rates stated in those clauses.
- 1.3 The charges referred to in paragraph 1.2 above will be deducted from Your Monthly Included Value. For any month where those charges exceed Your Monthly Included Value, You will be billed for those excess charges in addition to Your Minimum Monthly Commitment.
- 1.4 We will also charge You for any additional services You use and which are described in the 'Other charges' section of clause 22.4 of this Service Description, at the rates stated in that clause. Those charges are not included within Your Monthly Included Value.
- 1.5 The following charges apply to Your service (in addition to those mentioned elsewhere in this Service Description), depending on which of the following Minimum Monthly Commitment amounts is specified in Your Application (and subject to the application of any Bonus Options You are entitled to receive):

<b>Minimum Monthly Commitment</b>	<b>\$10</b>	<b>\$20</b>	<b>\$30</b>	<b>\$40</b>	<b>\$60</b>	<b>\$80</b>	<b>\$100</b>	<b>\$150</b>
Monthly Included Value	\$10	\$20	\$30	\$40	\$60	\$80	\$100	\$150
Crazy Discount (per month)	\$0.00	\$5.00	\$6.00	\$7.50	\$10.00	\$15.00	\$17.50	\$20.00
Bonus Option	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Flagfall	25c	25c	25c	25c	25c	25c	25c	25c
Standard Call Rate (per 30 second block or part thereof) to Australian fixed-line or mobile telephone number – excludes Premium Services, International Calls and calls to Special Numbers	25c	30c	28c	26c	24c	22c	20c	19c
Video Call Rate (per 30 second block or part thereof) to	50c	50c	50c	50c	50c	50c	50c	50c

Australian fixed-line or mobile telephone number – excludes Premium Services, International Calls and calls to Special Numbers								
SMS – Domestic	25c	25c	25c	25c	25c	25c	25c	25c

**2. Commitment Period**

2.1 You may select a 12 or 24 month Commitment Period. Your Commitment Period will be specified in Your Application.

**3. Monthly Included Value**

3.1 You will receive the amount of Monthly Included Value set out in paragraph 1.5 of this annexure. The Monthly Included Value will apply to the usage referred to in paragraph 1.2 of this annexure. Any unused Monthly Included Value for any given month cannot be used in subsequent months.

**4. Crazy Discount**

4.1 During Your Commitment Period You will receive a monthly Crazy Discount as set out in paragraph 1.5 of this annexure. The Crazy Discount will reduce the amount which You would otherwise owe on Your monthly bill.

4.2 A Crazy Discount is only applied against Your bill in the month to which the Crazy Discount relates and cannot be used in subsequent months.

**5. Bonus Option and Crazy Discount**

5.1 During Your Commitment Period You may select one of the following Bonus Options:

- (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').

5.2 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.

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- 5.3 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 22.4 of this Service Description.
  - 5.4 If You have selected the Bonus Option in paragraph 5.1(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 22.4 of this Service Description for each number that You change.
  - 5.5 The Bonus Options are subject to the limitations set out in the Fair Use Policy.
  - 5.6 The Bonus Options may change or be withdrawn at our discretion.

**6. Changing Your Minimum Monthly Commitment**

- 6.1 You cannot change Your Minimum Monthly Commitment. It will remain at the same level for the duration of Your Service.

**7. Early Termination Charge**

- 7.1 Your Early Termination Charge is calculated in accordance with the following formula:

$\{ \textit{Minimum Monthly Commitment} \times 50\% \} \times$ $\{ ((\textit{Number of days in the Commitment Period} - \textit{Number of whole days spent on contract}) / 365) \times 12 \}$
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- 7.2 The Crazy Discount cannot be applied in calculating Your Early Termination Charge.
- 7.3 The Early Termination Charge does not include any Mobile Phone Repayments You may be required to pay us, which must be paid separately.
- 7.4 If Your Minimum Monthly Commitment is \$10, You will not be required to pay an Early Termination Charge under paragraph 7.1, but You will still be required to pay us any outstanding Mobile Phone Repayments at the time of the cancellation.

**8. At the End of Your Commitment Period**

- 8.1 Following the end of Your Commitment Period, You will remain on Your Plan on a Casual Basis, but You will no longer receive any Bonus Options or the Crazy Discount.
- 8.2 If Your Plan is no longer available, You will be placed on a Service and Plan which we reasonably determine to be comparable to Your existing Plan. We will notify You of this prior to changing Your Service or Plan.

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## Annexure 4: Crazy 25c Plan

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### 1. Service Charges

- 1.1 The Crazy 25c Plan is a casual plan with no Commitment Period.
- 1.2 We will charge You each month for:
- (a) any voice or video calls and SMS usage of Your Service described in paragraph 1.5 below, at the rates stated in that paragraph; and
  - (b) any other usage of Your Service described in clauses 22.2 or 22.3 of this Service Description, at the rates stated in those clauses.
- 1.3 The charges referred to in paragraph 1.2 above will be deducted from Your Monthly Included Value. For any month where those charges exceed Your Monthly Included Value, You will be billed for those excess charges in addition to Your Minimum Monthly Commitment.
- 1.4 We will also charge You for any additional services You use and which are described in the 'Other charges' section of clause 22.4 of this Service Description, at the rates stated in that clause. Those charges are not included within Your Monthly Included Value.
- 1.5 The following charges apply to Your Service (in addition to those mentioned elsewhere in this Service Description):

<b>Minimum Monthly Commitment</b>	<b>\$10</b>
Monthly Included Value	\$10
Bonus Option	Yes
Flagfall (applies to all voice and video calls except where otherwise stated)	25c
Standard Call Rate (per 30 second block or part thereof) to Australian fixed-line or mobile telephone number – excludes Premium Services, International Calls and calls to Special Numbers	25c
Video Call Rate (per 30 second block or part thereof) – excludes Premium Services, International Calls and calls to Special Numbers	50c
SMS – Domestic	25c

### 2. Monthly Included Value

- 2.1 You will receive the amount of Monthly Included Value set out in paragraph 1.5 of this annexure. The Monthly Included Value will apply to the usage referred to in paragraph 1.2 of this annexure. Any unused Monthly Included Value for any given month cannot be used in subsequent months.

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### 3. **Mobile Phone Repayments**

3.1 If You purchase a Handset from us, You agree to pay us for the Handset You purchase by way of the monthly instalments and any other payments specified in Your Application (except where You choose to pay for Your Handset outright). You will be required to pay the number of monthly instalments specified in Your Application, each calculated by dividing the total price of the Handset by that number of payments (less any part of that price You have paid upfront). The first monthly instalment is always due when Your first bill is due.

### 4. **Bonus Option**

4.1 You may select one of the following Bonus Options:

- (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').

4.2 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.

4.3 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 22.4 of this Service Description.

4.4 If You have selected the Bonus Option in paragraph 4.1(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 22.4 of this Service Description for each number that You change.

4.5 The Bonus Options are subject to the limitations set out in the Fair Use Policy.

4.6 The Bonus Options may change or be withdrawn at our discretion.

### 5. **Cancellation**

5.1 You are able to cancel this Plan at any time.

5.2 There is no Early Termination Charge for cancelling Your Service under this Plan, but You will be required to pay us at the time of cancellation a single payment equal to the sum of any remaining Mobile Phone Repayments.

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## Annexure 5: Crazy Cap Plans connected before 16 September 2008

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This Annexure applies to Crazy Cap Plans connected prior to 16 September 2008 that have not been changed since that date. If Your Crazy Cap Plan was connected on or after 16 September 2008, or Your Crazy Cap Plan was connected before that date and You then changed to a new Crazy Cap Plan after that date, please refer to Annexure 6 of this Service Description for the terms applicable to Your Service.

### 1. Service Charges

- 1.1 We will charge You a Minimum Monthly Commitment amount each month as specified in paragraph 1.5 below.
- 1.2 We will charge You each month for:
- (a) any voice or video calls and SMS usage of Your Service at the rates stated in paragraph 1.5 below; and
  - (b) any other usage of Your Service described in clauses 22.2 or 22.3 of this Service Description, at the rates stated in those clauses.
- 1.3 The charges for all types of usage referred to in paragraph 1.2 above will be deducted from Your Monthly Included Value. For any month where those charges exceed Your Monthly Included Value, You will be billed for those excess charges in addition to Your Minimum Monthly Commitment.
- 1.4 We will also charge You for any additional services You use and which are described in the 'Other charges' section of clause 22.4 of this Service Description, at the rates stated in that clause. Those charges are not included within Your Monthly Included Value.
- 1.5 The following charges apply to Your Service (in addition to those mentioned elsewhere in this Service Description), depending on which of the following Crazy Cap Plans is specified in Your Application (and subject to the application of any Bonus Options You are entitled to receive):

<b>Crazy Cap Plan (Plans connected before 16 April 2008 only – no longer available as at 16 April 2008)</b>	<b>\$19</b>	<b>\$29</b>
Minimum Monthly Commitment ( <u>excludes</u> any Handset Upgrade Fee)	\$19	\$29
Monthly Included Value	\$55	\$100
Bonus Option	Yes	Yes
Flagfall (applies to all voice and video calls except where otherwise stated)	35c	35c
Standard Call Rate (per 30 second block or part thereof) to Australian fixed-line or mobile telephone number – excludes Premium Services, International Calls and calls to Special Numbers	47c	47c
Video Call Rate (per 30 second block or part thereof) to Australian fixed-line or mobile telephone number –	50c	50c

excludes Premium Services, International Calls, calls to Special Numbers and Voicemail retrieval		
Voicemail Retrieval/Setup Call Rate (no Flagfall applies) (per 30 second block or part thereof)	30c	30c
SMS – Domestic	25c	25c

<b>Crazy Cap Plan (Plans connected on or after 16 April 2008 and before 16 September 2008 – no longer available as at 16 September 2008))</b>	<b>\$19</b>	<b>\$29</b>	<b>\$49</b>	<b>\$79</b>	<b>\$99</b>
Minimum Monthly Commitment ( <u>excludes</u> any Handset Upgrade Fee)	\$19	\$29	\$49	\$79	\$99
Monthly Included Value	\$55	\$130	\$310	\$620	\$820
Bonus Option	No	No	No	No	No
Flagfall (applies to all voice calls, including Voicemail Retrieval/Setup, except where otherwise stated)	35c	30c	30c	30c	30c
Standard Call Rate (per 30 second block or part thereof) to Australian fixed-line or mobile telephone number – excludes Premium Services, International Calls, calls to Special Numbers and Voicemail Retrieval/Setup	47c	44c	40c	35c	35c
Flagfall (Video Calls)	35c	35c	35c	35c	35c
Video Call Rate (per 30 second block or part thereof) to Australian fixed-line or mobile telephone number – excludes Premium Services, International Calls and calls to Special Numbers	50c	50c	50c	50c	50c
Voicemail Retrieval/Setup Call Rate (per 30 second block or part thereof)	47c	44c	40c	35c	35c
SMS – Domestic	25c	25c	25c	25c	25c
Directory Service (011, 0103, 122, 1225, 123, 15x) (per 30 second block or part thereof) (Note: Flagfall applies as per clause 22.2 of this Service Description)	47c	47c	47c	47c	47c

- 1.6 You may be required to make an upfront payment to cover Your first month under the Plan.
2. **Commitment Period**
- 2.1 Your Commitment Period is 24 months under this Plan.
3. **Included Value**
- 3.1 You will receive the amount of Monthly Included Value set out in paragraph 1.5 of this annexure.

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3.2 The Monthly Included Value will apply to all usage of the type referred to in paragraph 1.2 of this annexure.

3.3 Any unused Monthly Included Value for any given month cannot be used in subsequent months.

4. **Changing to a different Crazy Cap Plan**

4.1 You may change from one Crazy Cap Plan to another Crazy Cap Plan, without affecting your Commitment Period, but only if You do so in accordance with this paragraph 4.

4.2 The rules applicable to any change between Crazy Cap Plans are as follows:

(a) You may only change to another Crazy Cap Plan if the Minimum Monthly Commitment for that Plan is greater than or equal to Your Original Minimum Spend Level. For these purposes Your **Original Minimum Spend Level** is the combined total of the Minimum Monthly Commitment recorded in the original Application for Your Crazy Cap Plan and any monthly Handset Upgrade Fee recorded in that Application, unless the special rules set out in paragraph 4.5 apply..

(b) You can only change to a Crazy Cap Plan if that Crazy Cap Plan is one that is made available by us for selection by new customers who wish to connect to a Crazy Cap Plan, at the time You make the change. This means that from 16 September 2008, You may only change to those Plans offered in Annexure 6.

(c) You may change Your Plan only once during a Billing Period.

If a proposed change does not comply with **all** of these rules, then You cannot make that change unless we give You specific approval to do so (which we have no obligation to provide, or to provide on any particular terms).

**Important – please note**

For example, these rules mean that after upgrading to a new Crazy Cap Plan with a higher Minimum Monthly Commitment, You cannot change back to a Plan with a lower Minimum Monthly Commitment if that Plan is no longer being offered to new customers at the time you wish to change back, regardless of whether that Minimum Monthly Commitment is greater than the one that applied before You made the upgrade.

4.3 Any permitted change to Your Plan will be activated as soon as we reasonably can after we receive Your request to change Your Plan. The change will take effect at midnight on the day we apply the change. We do not have any obligation to let You know once the change has been made. To find out if the change has taken effect, You need to contact us. You can do so through our Customer Contact Centre or via our self care portal.

4.4 When making a permitted change to Your Crazy Cap Plan:

(a) Your Billing Period, Billing Period Date and Commitment Period will remain unchanged;

(b) for the Billing Period in which the change occurs, charges for the first part of that Billing Period (ie, up to and including the day the change takes effect), and the second part of that Billing Period (ie, after the day the change takes effect), will be calculated separately as follows:

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(i) charges for the first part of the Billing Period will be calculated on the basis of the terms and conditions (including call rates) of the Crazy Cap Plan You were on before making the change, as though that period was a separate Billing Period in its own right for the purposes of paragraph 1, but on the basis that:

- (A) the applicable Minimum Monthly Commitment;
- (B) the Monthly Included Value; and
- (C) subject to the special rules set out in paragraph 4.5, any applicable monthly Handset Upgrade Fee

are reduced in the same proportion as the proportion the number of days in the first part of that Billing Period bears to the total number of days in the Billing Period; and

(ii) charges for the second part of the Billing Period will be calculated on the basis of the terms and conditions (including call rates) of Your new Crazy Cap Plan, as though that period was a separate Billing Period in its own right for the purposes of paragraph 1 in Annexure 5 or Annexure 6 (as applicable), but on the basis that the applicable Minimum Monthly Commitment and Included Value are reduced in the same proportion as the proportion the number of days in the second part of that Billing period bears to the total number of days in the Billing Period;

- (c) from the start of the first Billing Period following the date of the change, Your Plan will change to become Your selected Crazy Cap Plan, and You will be charged on the basis of the Minimum Monthly Commitment, Included Value and call rates set out in paragraph 1 of Annexure 5 or Annexure 6 (as applicable) which apply to that Plan; and
- (d) from the date of the change, Your Handset Upgrade Fee (if any) will no longer apply subject to the special rules set out in paragraph 4.5; and
- (e) for changes made on or after 16 September 2008, from the date of the change, the terms contained in Annexure 6 will apply to Your Plan and the terms of this Annexure 5 will no longer apply.

**Example – changing to a different Plan on or after 16 September 2008**

If you change from a \$49 Cap Plan with a \$10 Handset Upgrade Fee to a \$79 Cap Plan on day 20 of a 30 day Billing Period, charges for the first part of the Billing Period will be calculated on the basis of the call rates and charges applicable for the \$49 Cap Plan, but as though the \$49 Minimum Monthly Commitment, the \$10 Handset Upgrade Fee and the \$310 Monthly Included Value for that Plan are reduced to an amount equal to  $20 \div 30 = 66.6\%$  of their usual amounts. Charges for the second part of the Billing Period will be calculated on the basis of the call rates and charges applicable to a \$79 Cap Plan as set out in Annexure 6, but as though the \$79 Minimum Monthly Commitment, the \$480 Crazy Talk Included Value, the \$541 Basic Included Value and the \$79 Premium Included Value for that Plan are reduced to an amount equal to  $10 \div 30 = 33.3\%$  of their usual amounts. **This means You may still be subject to excess call charges for one or both parts of the Billing Period, depending on how many calls of each type You have made and how many of them were made during each part of the Billing Period.**

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Please note that special rules apply to \$29 Crazy Cap Plans, depending on when You connected to the Plan. See paragraph 4.5 of this annexure for details.

- 4.5 If You originally connected to Your Crazy Cap Plan on or after 26 July 2008, and Your original Application for Your Crazy Cap Plan recorded a Minimum Monthly Commitment of \$29 and a \$10 Handset Upgrade Fee, then the rules set out in paragraphs 4.1 to 4.5 of this annexure apply to any changes You wish to make to another Plan, but with the exception that no change You make will ever affect Your Handset Upgrade Fee. This means that:
- (a) During the Billing Period in which You make any such change, Your \$10 Handset Upgrade Fee will continue to apply for the whole of the Billing Period in which any permitted change takes effect - it will not be adjusted in the way that Your Minimum Monthly Commitment and Your Monthly Included Value are during that Billing Period.
  - (b) Your \$10 Handset Upgrade Fee will continue to apply for the remainder of Your Commitment Period, regardless of any change to another Crazy Cap Plan. Even if You change to a Plan with a Minimum Monthly Commitment that is higher than Your Original Minimum Spend Level, You must still pay Your Handset Upgrade Fee each month.
  - (c) For the purposes of paragraph 4.2(a) above Your Original Minimum Spend Level will be the Minimum Monthly Commitment recorded in the original Application for Your Crazy Cap Plan. This means that after upgrading to a new Crazy Cap Plan with a higher Minimum Monthly Commitment together with Your \$10 Handset Upgrade Fee, You may change to a Crazy Cap Plan with a Minimum Monthly Commitment of \$29 providing that Plan is being offered to new customers at the time you wish to change and Your \$10 Handset Upgrade Fee will continue to apply.

**Example – changing from a \$29 Crazy Cap Plan connected on or after 26 July 2008 but before 16 September 2008**

If you change from a \$29 Cap Plan with a \$10 Handset Upgrade Fee that was connected on or after 26 July 2008 to a \$49 Cap Plan on day 20 of a 30 day Billing Period, charges for the first part of the Billing Period will be calculated on the basis of the call rates and charges applicable for the \$29 Cap Plan, but as though the \$29 Minimum Monthly Commitment and the \$130 Monthly Included Value for that Plan are reduced to an amount equal to  $20 \div 30 = 66.6\%$  of their usual amounts. Charges for the second part of the Billing Period will be calculated on the basis of the call rates and charges applicable to a \$49 Cap Plan, but as though the \$49 Minimum Monthly Commitment and the \$310 Monthly Included Value for that Plan are reduced to an amount equal to  $10 \div 30 = 33.3\%$  of their usual amounts. The \$10 Handset Upgrade Fee will not be affected by the change of Plan and You will still be charged the \$10 Handset Upgrade Fee over the entire Billing Period. **This means You may still be subject to excess call charges for one or both parts of the Billing Period, depending on how many calls of each type You have made and how many of them were made during each part of the Billing Period.**

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## 5. **Bonus Option**

5.1 If Your Postpaid Crazy Cap Plan includes a Bonus Options feature, You may select one of the following Bonus Options:

- (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').

5.2 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.

5.3 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 22.4 of this Service Description.

5.4 If You have selected the Bonus Option in paragraph 5.1(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 22.4 of this Service Description for each number that You change.

5.5 The Bonus Options are subject to the limitations set out in the Fair Use Policy.

5.6 The Bonus Options may change or be withdrawn at our discretion.

## 6. **Handset Upgrade Option**

6.1 In return for You agreeing to connect to a Crazy Cap Plan, we will sell You a Handset at a discounted price. You may choose that Handset from the range of available Handsets we have nominated for that particular Plan at the time You connect. With our permission, You may choose a Handset from outside that range by adding a Handset Upgrade Option to Your Plan.

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- 6.2 If You add a Handset Upgrade Option to Your Plan, You must pay us the **Handset Upgrade Fee** for that Handset Upgrade Option. The Handset Upgrade Fee for Your chosen Handset Upgrade Option will be shown in Your Application. The Handset Upgrade Fee is a monthly recurring charge, which is payable in addition to the Minimum Monthly Commitment and any other charges for Your Plan.
- 6.3 You may only add a Handset Upgrade Option to Your Plan at the time of making Your Application. If You add a Handset Upgrade Option to Your Plan, You cannot remove it at a later time. However, if You connected to Your Plan before 26 July 2008, Your Handset Upgrade Fee may (in accordance with paragraph 4) no longer apply if You change to a different Crazy Cap Plan with a Minimum Monthly Commitment that is not less than Your Original Minimum Spend Level.
- 6.4 The discount on the Handset we supply will be a fixed dollar amount that is pre-determined by us, for the particular Plan You have selected (and also based on any Handset Upgrade Option You have selected). The amount of that discount will be such that You are not required to make any upfront payment for the Handset unless we specify an upfront payment in Your Application.
- 6.5 Adding a Handset Upgrade Option to Your Plan does not affect the other rates that apply to Your Plan. The terms of Your Plan determine the charges applicable to any voice or video calls You make or receive, SMS or MMS messages You send or receive, or any GPRS data You send or receive, through Your Handset. The Handset Upgrade Fee does not affect Your Monthly Included Value. Your Monthly Included Value will always be determined based on the value of the Minimum Monthly Commitment for Your Plan (excluding any Handset Upgrade Fee).

## 7. Early Termination Charge

- 7.1 If Your Plan was connected before 26 July 2008, Your Early Termination Charge is calculated in accordance with the following formula:

$$\{ ( \text{Minimum Monthly Commitment plus Handset Upgrade Fee} ) \times 50\% \} \times \{ ((\text{Number of days in the Commitment Period} - \text{Number of whole days spent on contract}) / 365) \times 12 \}$$

- 7.2 If Your Plan was connected on or after 26 July 2008, Your Early Termination Charge is calculated as the sum of the following amounts:

$$\{ (\text{Minimum Monthly Commitment} \times 50\%) \} \times \{ ((\text{Number of days in the Commitment Period} - \text{Number of whole days spent on contract}) / 365) \times 12 \}$$

$$\{ (\text{Handset Upgrade Fee} \times 100\%) \} \times \{ ((\text{Number of days in the Commitment Period} - \text{Number of whole days spent on contract}) / 365) \times 12 \}$$

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**8. At the End of Your Commitment Period**

- 8.1 Following the end of Your Commitment Period You will remain on Your Plan on a Casual Basis.
- 8.2 If Your Plan is no longer available, You will be placed on a Service and Plan which we reasonably determine to be comparable to Your existing Plan. We will notify You of this prior to changing Your Service and Plan.

**Annexure 6 – Crazy Cap Plans connected, or changed to, on or after 16 September 2008**

**This Annexure applies to Crazy Cap Plans connected, or changed to, on or after 16 September 2008. If Your Crazy Cap Plan was connected before 16 September 2008, and You have not changed Your Plan since that date, please refer to Annexure 5 of this Service Description for the terms applicable to Your Service.**

**1. Service Charges**

- 1.1 We will charge You a Minimum Monthly Commitment amount each month as specified in paragraph 1.5 below.
- 1.2 We will charge You each month for:
  - (a) any voice or video calls and SMS usage of Your Service at the rates stated in paragraph 1.5 below; and
  - (b) any other usage of Your Service described in clauses 22.2 or 22.3 of this Service Description, at the rates stated in those clauses.
- 1.3 The charges for different types of usage referred to in paragraph 1.2 above will be deducted from Your Crazy Talk Included Value, Basic Included Value and Premium Included Value, and charged to You, as follows:

Type of Call	How it is charged each month
Any voice calls placed from within Australia to another Crazy John's Mobile	<p>First, these charges are deducted from Your Crazy Talk Included Value.</p> <p>For any month where Your Crazy Talk Included Value has been exhausted, the excess charges are deducted from Your Basic Included Value.</p> <p>For any month where Your Basic Included Value has also been exhausted (by deducting these or any other charges), these excess charges are deducted from Your Premium Included Value.</p> <p>For any month where Your Premium Included Value has also been exhausted (by deducting these and any other charges), You will be billed for those excess charges in addition to Your Minimum Monthly Commitment.</p>
Services classified as 'Basic Services' in the table in clause 22.2 of this Service Description not involving a voice call to a Crazy John's Mobile.	<p>First, these charges are deducted from Your Basic Included Value.</p> <p>For any month where Your Basic Included Value has been exhausted (by deducting these or any other charges), these excess charges are deducted from</p>

	<p>Your Premium Included Value.</p> <p>For any month where Your Premium Included Value has been exhausted (by deducting these and any other charges), You will be billed for those excess charges in addition to Your Minimum Monthly Commitment.</p>
<p>Services classified as 'Premium and Special Services' in the table in clause 22.2 of this Service Description</p>	<p>First, these charges are deducted from Your Premium Included Value.</p> <p>For any month where Your Premium Included Value has been exhausted (by deducting these and any other charges), You will be billed for those excess charges in addition to Your Minimum Monthly Commitment.</p>

- 1.4 We will also charge You for any additional services You use and which are described in the 'Other charges' section of clause 22.4 of this Service Description, at the rates stated in that clause. Those charges are not included within Your Included Value.
- 1.5 The following charges apply to Your Service (in addition to those mentioned elsewhere in this Service Description), depending on which of the following Crazy Cap Plans is specified in Your Application (and subject to the application of any Bonus Options You are entitled to receive) or to which You have changed as permitted by the terms of this Service Description:

<b>Crazy Cap Plan (Plans connected, or changed to, on or after 16 September 2008)</b>	<b>\$19</b>	<b>\$29</b>	<b>\$49</b>	<b>\$79</b>	<b>\$99</b>
Minimum Monthly Commitment ( <u>excludes</u> any Handset Upgrade Fee)	\$19	\$29	\$49	\$79	\$99
<b>Included Value</b>					
Crazy Talk Included Value	\$55	\$190	\$290	\$480	\$1980
Basic Included Value	\$36	\$101	\$261	\$541	\$721
Premium Included Value	\$19	\$29	\$49	\$79	\$99
Bonus Option	No	No	No	No	No
Flagfall (applies to all voice calls, including Voicemail Retrieval/Setup, except where otherwise stated)	35c	30c	30c	35c	35c
Standard Call Rate (per 30 second block or part thereof) to Australian fixed-line or mobile telephone number – excludes Premium Services, International Calls, calls to Special Numbers and Voicemail Retrieval/Setup	47c	44c	40c	40c	40c

Flagfall (Video Calls)	35c	35c	35c	35c	35c
Video Call Rate (per 30 second block or part thereof) to Australian fixed-line or mobile telephone number – excludes Premium Services, International Calls and calls to Special Numbers	50c	50c	50c	50c	50c
Voicemail Retrieval/Setup Call Rate (per 30 second block or part thereof)	47c	44c	40c	40c	40c
SMS – Domestic	25c	25c	25c	25c	25c
Directory Service (011, 0103, 122, 1225, 123, 15x) (per 30 second block or part thereof) (Note: Flagfall applies as per clause 22.2 of this Service Description)	47c	47c	47c	47c	47c

1.6 You may be required to make an upfront payment to cover Your first month under the Plan.

2. **Commitment Period**

2.1 Your Commitment Period is 24 months under this Plan.

3. **Included Value**

3.1 You will receive the amount of Crazy Talk Included Value, Basic Included Value and Premium Included Value, set out in paragraph 1.5 of this annexure.

3.2 The Crazy Talk Included Value, Basic Included Value and Premium Included Value will apply to particular types of usage based on the rules set out in paragraph 1.3 of this annexure.

3.3 Any unused Included Value for any given month cannot be used in subsequent months.

4. **Changing to a different Crazy Cap Plan**

4.1 You may change from one Crazy Cap Plan to another Crazy Cap Plan, without affecting your Commitment Period, but only if You do so in accordance with this paragraph 4.

4.2 The rules applicable to any change between Crazy Cap Plans are as follows:

- (a) You may only change to another Crazy Cap Plan if the Minimum Monthly Commitment for that Plan is greater than or equal to Your Original Minimum Spend Level. For these purposes **Your Original Minimum Spend Level** is the combined total of the Minimum Monthly Commitment recorded in the original Application for Your Crazy Cap Plan and any monthly Handset Upgrade Fee recorded in that Application unless the special rules set out in paragraph 4.5 apply.
- (b) You can only change to a Crazy Cap Plan if that Crazy Cap Plan is one that is made available by us for selection by new customers who wish to connect to a Crazy Cap Plan, at the time You make the change.
- (c) You may change Your Plan only once during a Billing Period.

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If a proposed change does not comply with **all** of these rules, then You cannot make that change unless we give You specific approval to do so (which we have no obligation to provide, or to provide on any particular terms).

**Important – please note**

For example, these rules mean that after upgrading to a new Crazy Cap Plan with a higher Minimum Monthly Commitment, You cannot change back to a Plan with a lower Minimum Monthly Commitment if that Plan is no longer being offered to new customers at the time you wish to change back, regardless of whether that Minimum Monthly Commitment is greater than the one that applied before You made the upgrade.

- 4.3 Any permitted change to Your Plan will be activated as soon as we reasonably can after we receive Your request to change Your Plan. The change will take effect at midnight on the day we apply the change. We do not have any obligation to let You know once the change has been made. To find out if the change has taken effect, You need to contact us. You can do so through our Customer Contact Centre or via our self care portal.
- 4.4 When making a permitted change to Your Crazy Cap Plan:
- (a) Your Billing Period, Billing Period Date and Commitment Period will remain unchanged;
  - (b) for the Billing Period in which the change occurs, charges for the first part of that Billing Period (ie, up to and including the day the change takes effect), and the second part of that Billing Period (ie, after the day the change takes effect), will be calculated separately as follows:
    - (i) charges for the first part of the Billing Period will be calculated on the basis of the terms and conditions (including call rates) of the Crazy Cap Plan You were on before making the change, as though that period was a separate Billing Period in its own right for the purposes of paragraph 1, but on the basis that:
      - (A) the applicable Minimum Monthly Commitment;
      - (B) the Included Value; and
      - (C) subject to the special rules set out in paragraph 4.5, any applicable monthly Handset Upgrade Feeare reduced in the same proportion as the proportion the number of days in the first part of that Billing Period bears to the total number of days in the Billing Period; and
    - (ii) charges for the second part of the Billing Period will be calculated on the basis of the terms and conditions (including call rates) of Your new Crazy Cap Plan, as though that period was a separate Billing Period in its own right for the purposes of paragraph 1, but on the basis that the applicable Minimum Monthly Commitment and Included Value are reduced in the same proportion as the proportion the number of days in the second part of that Billing period bears to the total number of days in the Billing Period;

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- (c) from the start of the first Billing Period following the date of the change, Your Plan will change to become Your selected Crazy Cap Plan, and You will be charged on the basis of the Minimum Monthly Commitment, Included Value and call rates set out in paragraph 1 which apply to that Plan; and
  - (d) from the date of the change, Your Handset Upgrade Fee (if any) will no longer apply subject to the special rules set out in paragraph 4.5.

**Example**

If you change from a \$49 Cap Plan to a \$79 Cap Plan on day 20 of a 30 day Billing Period, charges for the first part of the Billing Period will be calculated on the basis of the call rates and charges applicable for the \$49 Cap Plan, but as though the \$49 Minimum Monthly Commitment and the \$290 Crazy Talk Included Value, the \$261 Basic Included Value and the \$49 Premium Included Value for that Plan are reduced to an amount equal to  $20 \div 30 = 66.6\%$  of their usual amounts. Charges for the second part of the Billing Period will be calculated on the basis of the call rates and charges applicable to a \$79 Cap Plan, but as though the \$79 Minimum Monthly Commitment, the \$480 Crazy Talk Included Value, the \$541 Basic Included Value and the \$79 Premium Included Value for that Plan are reduced to an amount equal to  $10 \div 30 = 33.3\%$  of their usual amounts. **This means You may still be subject to excess call charges for one or both parts of the Billing Period, depending on how many calls of each type You have made and how many of them were made during each part of the Billing Period.**

Please note that special rules apply to \$29 Crazy Cap Plans, depending on when You connected to the Plan. See paragraph 4.5 of this annexure for details.

- 4.5 If You originally connected to Your Crazy Cap Plan on or after 26 July 2008, and Your original Application for Your Crazy Cap Plan recorded a Handset Upgrade Fee, then the rules set out in paragraphs 4.1 to 4.5 of this annexure apply to any changes You wish to make to another Plan, but with the exception that no change You make will ever affect Your Handset Upgrade Fee. This means that:
- (a) During the Billing Period in which You make any such change, Your Handset Upgrade Fee will continue to apply for the whole of the Billing Period in which any permitted change takes effect - it will not be adjusted in the way that Your Minimum Monthly Commitment and Your Monthly Included Value are during that Billing Period.
  - (b) Your Handset Upgrade Fee will continue to apply for the remainder of Your Commitment Period, regardless of any change to another Crazy Cap Plan. Even if You change to a Plan with a Minimum Monthly Commitment that is higher than Your Original Minimum Spend Level, You must still pay Your Handset Upgrade Fee each month.
  - (c) For the purposes of paragraph 4.2(a) above Your Original Minimum Spend Level will be the Minimum Monthly Commitment recorded in the original Application for Your Crazy Cap Plan. This means that after upgrading to a new Crazy Cap Plan with a higher Minimum Monthly Commitment together with Your Handset Upgrade

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Fee, You may change to a Crazy Cap Plan with a Minimum Monthly Commitment that is equal to the Minimum Monthly Commitment recorded in the original Application for Your Crazy Cap Plan providing that Plan is being offered to new customers at the time you wish to change and Your Handset Upgrade Fee will continue to apply.

**Example – changing from a \$29 Crazy Cap Plan connected (or to which You changed) on or after 26 July 2008**

If you change from a \$29 Cap Plan with a \$10 Handset Upgrade Fee that was connected on or after 26 July 2008 to a \$49 Cap Plan on day 20 of a 30 day Billing Period, charges for the first part of the Billing Period will be calculated on the basis of the call rates and charges applicable for the \$29 Cap Plan, but as though the \$29 Minimum Monthly Commitment and the \$130 Monthly Included Value for that Plan are reduced to an amount equal to  $20 \div 30 = 66.6\%$  of their usual amounts. Charges for the second part of the Billing Period will be calculated on the basis of the call rates and charges applicable to a \$49 Cap Plan, but as though the \$49 Minimum Monthly Commitment and the \$310 Monthly Included Value for that Plan are reduced to an amount equal to  $10 \div 30 = 33.3\%$  of their usual amounts. The \$10 Handset Upgrade Fee will not be affected by the change of Plan and You will still be charged the \$10 Handset Upgrade Fee over the entire Billing Period. **This means You may still be subject to excess call charges for one or both parts of the Billing Period, depending on how many calls of each type You have made and how many of them were made during each part of the Billing Period.**

**5. Bonus Option**

5.1 There are no Bonus Options on this Plan.

**6. Handset Upgrade Option**

6.1 In return for You agreeing to connect to a Crazy Cap Plan, we will sell You a Handset at a discounted price. You may choose that Handset from the range of available Handsets we have nominated for that particular Plan at the time You connect. With our permission, You may choose a Handset from outside that range by adding a Handset Upgrade Option to Your Plan.

6.2 If You add a Handset Upgrade Option to Your Plan, You must pay us the **Handset Upgrade Fee** for that Handset Upgrade Option. The amount of Your Handset Upgrade Fee for Your chosen Handset Upgrade Option will be shown in Your Application. The Handset Upgrade Fee is a monthly recurring charge, which is payable in addition to the Minimum Monthly Commitment and any other charges for Your Plan.

6.3 For Plans connected on or after 25 September 2008, You may choose to pay all or part of the total Handset Upgrade Fee applicable to Your Plan upfront at the time You connect to Your Plan. If You elect to pay part of Your total Handset Upgrade Fee upfront, the Handset Upgrade Fee for each month will be reduced by an amount equal to that upfront payment divided by 24.

6.4 You may only add a Handset Upgrade Option to Your Plan at the time of making Your Application. If You add a Handset Upgrade Option to Your Plan, You cannot remove it at a later time. However, if You connected to Your Plan before 26 July 2008, Your Handset

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Upgrade Fee may (in accordance with paragraph 4) no longer apply if You change to a different Crazy Cap Plan with a Minimum Monthly Commitment that is not less than Your Original Minimum Spend Level.

- 6.5 The discount on the Handset we supply will be a fixed dollar amount that is pre-determined by us, for the particular Plan You have selected (and also based on any Handset Upgrade Option You have selected). The amount of that discount will be such that You are not required to make any upfront payment for the Handset unless we specify an upfront payment in Your Application or unless You choose to pay all or part of Your Handset Upgrade Fee upfront in accordance with paragraph 6.3.
- 6.6 Adding a Handset Upgrade Option to Your Plan does not affect the other rates that apply to Your Plan. The terms of Your Plan determine the charges applicable to any voice or video calls You make or receive, SMS or MMS messages You send or receive, or any GPRS data You send or receive, through Your Handset. The Handset Upgrade Fee does not affect Your Included Value. Your Included Value will always be determined based on the value of the Minimum Monthly Commitment for Your Plan (excluding any Handset Upgrade Fee).

**7. Early Termination Charge**

- 7.1 Your Early Termination Charge is the sum of the following amounts::

$$\{ (Minimum\ Monthly\ Commitment \times 50\%) \} \times \{ ((Number\ of\ days\ in\ the\ Commitment\ Period - Number\ of\ whole\ days\ spent\ on\ contract) / 365) \times 12 \}$$

$$\{ (Handset\ Upgrade\ Fee \times 100\%) \} \times \{ ((Number\ of\ days\ in\ the\ Commitment\ Period - Number\ of\ whole\ days\ spent\ on\ contract) / 365) \times 12 \}$$

**8. At the End of Your Commitment Period**

- 8.1 Following the end of Your Commitment Period You will remain on Your Plan on a Casual Basis.
- 8.2 If Your Plan is no longer available, You will be placed on a Service and Plan which we reasonably determine to be comparable to Your existing Plan. We will notify You of this prior to changing Your Service and Plan.