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## PART F: Post Paid Mobile Service Description (Plans connected, or changed to, before 26 November 2008)

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## 1. Application of this Part

### Important – please note

**This Service Description applies to Plans connected before 26 November 2008 that have not been changed since that date. If Your Plan was connected on or after 26 November 2008, or Your Plan was connected before that date and You then changed to a new Plan after that date, please refer to the Part B Service Description for the terms applicable to Your Service.**

- 1.1 This is the Service Description for Crazy John's Post Paid Mobile Services for Plans connected, or changed to, before 26 November 2008 (and which have not been changed since this date). 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 connected to Your Plan before 26 November 2008 and requested the supply of a Post Paid Mobile Service in Your Application and You have not changed Your Plan since that date. 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

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

## 3. Eligibility

- 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?

- 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

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- (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 every day of the week.

**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 or is the Plan to which You changed in accordance with the terms of Your Contract (where the terms of Your Plan allow You to do so). 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 21 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 23.4 of this Service Description.

**6.3** You may Port Your existing mobile telephone number in accordance with clause 18 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

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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 23.4 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 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 23.4 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 that are specified in Your Application, or which are otherwise agreed by You at the time that You request the change. The monthly instalments and other payments will not apply if You purchase Your Handset outright. Monthly instalments will be calculated as follows:
- (a) If You purchased a Handset from us and connected 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 connected, or changed, to a Crazy Cap Plan before 26 November 2008 and You added a Handset Upgrade Option in accordance with the terms of Your Plan,

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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 for Your Crazy Cap Plan.

- 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 outright or, if permitted by the terms of Your Contract, by way of the monthly instalments and any other payments specified in Your Application (except where You choose to pay for Your Handset outright). In these cases You will be required to pay the number of monthly instalments specified in Your Application (if any), each calculated by dividing the total 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.
- 8.4** If You change from one Plan to another Plan, You may be entitled to a new Handset Option when making that change. If the Change Rules (attached to this Service Description) state that a new Handset Option applies for the change that You are making, then when You make the change we will sell You a Handset at a discounted price in return for You agreeing to change to that Plan. You will then be subject to the same terms and conditions as would apply to a new customer connecting to that Plan (see the annexure applicable to the Plan to which You are changing for details). We can review from time to time our policy with respect to offering Plans that make Handsets available and we may in the future cease to offer Handsets at discounted prices when customers connect to, or change to, certain Plans.

## **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 23.4 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:

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- (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, unless You have changed from a Crazy BYO Phone Plan, a Crazy Phone Plan, a Crazy Discount Plan or a Crazy 25c Plan to a Crazy Cap Plan in accordance with the terms of Your Contract (in which case Your Commitment Period is specified in the terms applicable to the Crazy Cap Plan to which You have changed).
- 11.2** Your Commitment Period commences on the day we begin supplying You with the Service. When You change from one Plan to another, the terms of Your Plan from which You are changing may require You to restart Your Commitment Period. In those cases, the Commitment Period applicable to the Plan to which You are changing will be taken to have commenced on the date the change takes effect.

## **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.

## **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

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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 changes to the type of payment method for Your Service by contacting us, subject to the other terms of this Contract. If You change the type of payment method more than once per Billing Period, You will be required to pay us the **Payment Method Change Fee** as set out in clause 23.4 of this Service Description.
- 14.2** You are able to request changes to the selected Bonus Options for Your Service by contacting us, subject to the other terms of this Contract. If You make changes to the selected Bonus Options more than once per Billing Period, You will be required to pay us the **Bonus Option Change Fee** as set out in clause 23.4 of this Service Description.
- 14.3** Any changes that You request to Your Bonus Options are effective immediately.
- 14.4** Some Plans allow customers who are connected to them to change to other Plans (see clause 15 below for details). If the terms of Your Plan specifically permit You to change 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 this Part F.

## **15. Changing Your Plan**

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- 15.1** You may change between Crazy Cap Plans, or from one Plan to another Plan, and continue to use Your allocated mobile telephone number, but only if You do so in accordance with this clause 15.
- 15.2** The rules applicable to any Plan change are as follows:
- (a) You may only change to a different Plan if it is a change that is referred to in the **"Change Rules"** set out in the Attachment at the end of this Service Description.

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- (b) You can only change to a Plan if that Plan is one that is made available by us for selection by new customers who wish to connect to that type of Plan, at the time You make the change.
  - (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 higher than the one that applied before You made the upgrade.

**15.3** 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.

**15.4** When making a permitted change to Your Plan:

- (a) Your Billing Period and Billing Period Date will remain unchanged;
- (b) Your Commitment Period will remain unchanged, unless the Change Rules state that Your Commitment Period will restart on the date that the change becomes effective;
- (c) You must pay:
  - (i) an Early Termination Charge (calculated at the rate applicable to the Plan from which You are changing); and/or
  - (ii) a single payment equal to the sum of any remaining Mobile Phone Repayments;

where You are required to do so by the Change Rules;

- (d) 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 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 of the relevant annexure for the Plan from which You are changing, but on the basis that:
    - (A) the applicable Minimum Monthly Commitment;

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- (B) the applicable Included Value; and
  - (C) if You are changing from a Crazy Discount Plan, the applicable Crazy Discount;
- are reduced to the same proportion of those amounts as the proportion that 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 of the annexure applicable to the Plan to which You are changing, but on the basis that the applicable Minimum Monthly Commitment and Included Value are reduced to the same proportion of those amounts as the proportion that the number of days in the second part of that Billing period bears to the total number of days in the Billing Period;
- (e) from the start of the first Billing Period following the date of the change, Your Plan will change to become Your new selected Plan, and You will be charged on the basis of the Minimum Monthly Commitment, Included Value and call rates which apply to that Plan, as set out in paragraph 1 of the annexure applicable to the Plan to which You are changing;
  - (f) for changes made:
    - (i) before 26 November 2008, from the date of the change, the terms contained in annexure 5 will apply to Your Crazy Cap Plan and the terms of any other annexure from which You are changing (if applicable) will no longer apply;
    - (ii) on or after 26 November 2008, from the date of the change:
      - (A) the terms contained in the Part B Service Description will apply to Your Service and the terms of this Part F Service Description will no longer apply; and
      - (B) the terms contained in the annexure of the Part B Service Description which is applicable to the Plan to which You are changing will apply to Your Plan; and
  - (g) if the Change Rules state that Your Handset Upgrade Fee will continue to apply, then You must continue paying that Handset Upgrade Fee regardless of the change, and regardless of the Minimum Monthly Commitment of any Plan to which You change. Otherwise, any Handset Upgrade Fee for the Crazy Cap Plan from which You are changing will no longer apply with effect from the date of the change and, in the Billing Period in which the change occurs, Your Handset Upgrade Fee will be reduced to the same proportion of that amount 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.

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**Example**

If You change from a \$29 Crazy Cap Plan connected before 16 April 2008 to a \$49 Crazy Cap Plan with a Commitment Period of 24 months (as set out in the Part B Service Description) 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 Crazy Cap Plan, but as though the \$29 Minimum Monthly Commitment and the \$100 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 the \$49 Crazy Cap Plan, but as though the \$49 Minimum Monthly Commitment, 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  $10 \div 30 = 33.3\%$  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.** From the date of the change, the terms contained in the Part B Service Description will apply to Your Service.

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**16. Your Bill**

- 16.1 You will be provided with bills in accordance with clause 7 of the General Terms.
- 16.2 If You request us to provide You with Detailed Paper Bills, we will charge You the **Detailed Paper Bill Fee** listed in clause 23.4 of this Service Description. If You have requested a Detailed Paper Bill, that fee will apply regardless of whether there is any usage to report for the Billing Period concerned.
- 16.3 Your Billing Period Date will be outlined on Your bill.
- 16.4 If You do not pay Your bill by the due date, You must pay us the **Late Payment Fee** listed in clause 23.4 of this Service Description.

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**17. Call Barring**

- 17.1 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.
- 17.2 Calls to 1900 numbers can only be barred if we also bar international calls.

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**18. Number Portability**

- 18.1 We will not charge You for Porting Your existing mobile telephone number from another service provider to us.
- 18.2 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

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John's Network as soon as practicable. Crazy John's is not liable for any delays in the Porting process.

- 18.3** We will notify You if Your Port request has not been successfully confirmed.
- 18.4** 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.
- 18.5** If You elect to Port Your mobile telephone number to another service provider, You must pay us the **Port Out Fee** listed in clause 23.4 of this Service Description.

## **19. Data**

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- 19.1** 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 23.2 of this Service Description.
- 19.2** 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.
- 19.3** 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.
- 19.4** 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).
- 19.5** 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.
- 19.6** 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 23.4. You will be required to pay us the **Mobile Internet Pack Monthly Fee** specified in clause 23.4 for the Included Data Credit You have selected.
- 19.7** 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 23.2 of this Service Description.
- 19.8** 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.

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- 19.9** 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 23.2 only apply to Your GPRS Data usage.

## **20. Blackberry Services**

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- 20.1** 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 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.
- 20.2** 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.
- 20.3** 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.
- 20.4** If You add a Blackberry Pack to Your Plan, You must pay us a ***Blackberry Pack Monthly Fee*** set out in clause 23.4.
- 20.5** 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.
- 20.6** 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.

## **21. Multi-User Accounts**

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- 21.1** Multi-User Accounts allow You to combine payments for several Services, and payments for several Handsets, into one account.
- 21.2** 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 21) is responsible and liable for all charges made to a Multi-User Account.
- 21.3** 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.

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- 21.4** 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**).
- 21.5** 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 21.
- 21.6** 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 inconsistency between the terms of this clause 21 and the terms of a Plan held by an Additional User, the terms of this clause 21 will prevail.
- 21.7** 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.

## **22. Cancellation**

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- 22.1** The General Terms and the Fair Use Policy set out the circumstances in which we may cancel Your Service.
- 22.2** 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.

## **23. Call Charges**

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- 23.1** All fees and charges contained in this Service Description and the annexures are inclusive of GST, unless otherwise stated.
- 23.2** You will be charged at the rates stated in the annexure applicable to Your Plan for the Services You use.
- 23.3** 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).

23.4 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
Bonus Option Change Fee	\$15.00
Payment Method Change Fee	\$15.00
Number Change Fee	\$75.00
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
Detailed Paper Bill Fee	\$2.00 per bill
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

**Annexure 1: Crazy BYO Phone Plan connected before 8 October 2008 (no longer offered as at 8 October 2008)**

**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 paragraph 1.6 of this annexure or clause 23.3 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 23.4 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

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

<b>USAGE CHARGES</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 (see paragraph 1.5 above)	
Voice calls to an Australian mobile telephone number (excludes calls made while roaming) Charges specified in Your Plan (see paragraph 1.5 above)	
SMS – Domestic (excludes messages sent while roaming) Charges specified in Your Plan (see paragraph 1.5 above)	

Video call to Australian fixed-line or mobile telephone number (excludes calls made while roaming)	Charges specified in Your Plan (see paragraph 1.5 above)
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
Forwarded calls (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
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)	\$1.50 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)	
Forwarded calls (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 clause 23.3
Blackberry Services (Pay as You Go)	\$0.015 per kilobyte

## 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 (connected before 26 November 2008)

### Important – please note

This Annexure applies to Plans connected before 26 November 2008 that have not been changed since that date. If Your Crazy Phone Plan was connected on or after 26 November 2008, or Your Crazy Phone Plan was connected before that date and You then changed to a new Plan after that date, please refer to the Part B 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 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 paragraph 1.6 of this annexure or clause 23.3 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 23.4 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>Crazy Phone Plan (Plans connected before 8 October 2008 – no longer available as at 8 October 2008)</b>	<b>\$15</b>	<b>\$25</b>	<b>\$35</b>	<b>\$55</b>	<b>\$85</b>
Minimum Monthly Commitment	\$15	\$25	\$35	\$55	\$85
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	44c	42c	40c	30c	24c

Services, International Calls and calls to Special Numbers					
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

<b>Crazy Phone Plan (Plans connected on or after 8 October 2008 and before 26 November 2008)</b>	<b>\$15</b>
<b>Minimum Monthly Commitment</b>	<b>\$15</b>
Monthly Included Value	\$15
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	44c
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
SMS – Domestic	25c

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

<b>USAGE CHARGES – applicable to all Crazy Phone Plans</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 (see paragraph 1.5 above)	
Voice calls to an Australian mobile telephone number (excludes calls made while roaming) Charges specified in Your Plan (see paragraph 1.5 above)	
SMS – Domestic (excludes messages sent while roaming) Charges specified in Your Plan (see paragraph 1.5 above)	
Video call to Australian fixed-line or mobile telephone number (excludes calls made while roaming) Charges specified in Your Plan (see paragraph 1.5 above)	
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
Forwarded calls (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
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)	\$1.50 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)	
Forwarded calls (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 clause 23.3
Blackberry Services (Pay as You Go)	\$0.015 per kilobyte

1.7 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.

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## 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 **Bonus Option Change Fee** listed in clause 23.4 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 23.4 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:

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

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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 connected before 8 October 2008 (no longer offered as at 8 October 2008)**

**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 paragraph 1.6 of this annexure or clause 23.3 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 23.4 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 Australian fixed-line	50c	50c	50c	50c	50c	50c	50c	50c

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

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

<b>USAGE CHARGES – applicable to all Crazy Discount Plans</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 (see paragraph 1.5 above)	
Voice calls to an Australian mobile telephone number (excludes calls made while roaming) Charges specified in Your Plan (see paragraph 1.5 above)	
SMS – Domestic (excludes messages sent while roaming) Charges specified in Your Plan (see paragraph 1.5 above)	
Video call to Australian fixed-line or mobile telephone number (excludes calls made while roaming) Charges specified in Your Plan (see paragraph 1.5 above)	
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
Forwarded calls (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
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)	\$1.50 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)	
Forwarded calls (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 clause 23.3
Blackberry Services (Pay as You Go)	\$0.015 per kilobyte

## 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 **Bonus Option Change Fee** listed in clause 23.4 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 23.4 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:

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

- 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.

## Annexure 4: Crazy 25c Plan

### Important – please note

This Annexure applies to Plans connected before 26 November 2008 that have not been changed since that date. If Your Crazy 25c Plan was connected on or after 26 November 2008, or Your Crazy 25c Plan was connected before that date and You then changed to a new Plan after that date, please refer to the Part B Service Description for the terms applicable to Your Service.

### 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 paragraph 1.6 of this annexure or clause 23.3 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 23.4 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>Plans connected before 6 November 2008 (no longer available as at 6 November 2008)</b>	
<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

### **Plans connected on or after 6 November 2008 and before 26 November 2008**

<b>Minimum Monthly Commitment</b>	<b>\$10</b>
Monthly Included Value	\$10
Bonus Option	No
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

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

<b>USAGE CHARGES – applicable to all Crazy 25c Plans</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 (see paragraph 1.5 above)	
Voice calls to an Australian mobile telephone number (excludes calls made while roaming) Charges specified in Your Plan (see paragraph 1.5 above)	
SMS – Domestic (excludes messages sent while roaming) Charges specified in Your Plan (see paragraph 1.5 above)	
Video call to Australian fixed-line or mobile telephone number (excludes calls made while roaming) Charges specified in Your Plan (see paragraph 1.5 above)	
Voice 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
Forwarded calls (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
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)	\$1.50 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)	
Forwarded calls (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 clause 23.3
Blackberry Services (Pay as You Go)	\$0.015 per kilobyte

## 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. Mobile Phone Repayments

- 3.1 If You connected to Your Crazy 25c Plan before 6 November 2008 and purchased a Handset from us at the time that You connected, You agree to pay us for the Handset You purchased 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.
- 3.2 If You connected to Your Crazy 25c Plan on or after 6 November 2008, You agree to pay us for any Handset You purchased by making an upfront payment at the time You agree to connect to the Crazy 25c Plan.

## 4. Bonus Option

- 4.1 If Your Crazy 25c Plan includes a Bonus Option 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').
- 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 **Bonus Option Change Fee** listed in clause 23.4 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 23.4 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. **Please note that Bonus Options are not available for Crazy 25c Plans connected on or after 31 July 2008.**
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 26 November 2008

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**Important – please note**

**This Annexure applies to Crazy Cap Plans connected prior to 26 November 2008 that have not been changed since that date. If Your Crazy Cap Plan was connected on or after 26 November 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 1.6 below.
- 1.2 We will charge You each month for any usage of Your Service at the rates stated in paragraph 1.6 and paragraph 1.7 of this annexure or clause 23.3 of this Service Description, at the rates stated in those clauses.
- 1.3 For Crazy Cap Plans connected before 16 September 2008, 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 For Crazy Cap Plans connected on or after 16 September 2008 and before 26 November 2008, 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>

<p>Services classified as 'Basic Services' in the table in paragraph 1.7 below not involving a voice call to a Crazy John's Mobile.</p>	<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 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 paragraph 1.7 below</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>

- 1.5 We will also charge You for any additional services You use and which are described in the 'Other charges' section of clause 23.4 of this Service Description, at the rates stated in that clause. Those charges are not included within Your Monthly Included Value.
- 1.6 The following charges apply to Your Service (in addition to those specified in paragraph 1.7 below and 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:

<p><b>Crazy Cap Plan (Plans connected before 16 April 2008 only – no longer available for new connections as at 16 April 2008)</b></p>	<p><b>\$19</b></p>	<p><b>\$29</b></p>
<p>Minimum Monthly Commitment (<u>excludes</u> any Handset Upgrade Fee)</p>	<p>\$19</p>	<p>\$29</p>
<p>Monthly Included Value</p>	<p>\$55</p>	<p>\$100</p>
<p>Bonus Option</p>	<p>Yes</p>	<p>Yes</p>
<p>Flagfall (applies to all voice and video calls except where otherwise stated)</p>	<p>35c</p>	<p>35c</p>
<p>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</p>	<p>47c</p>	<p>47c</p>

Video 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	50c	50c
Voicemail Retrieval/Setup Call Rate (no Flagfall applies) (per 30 second block or part thereof)	30c	30c
SMS – Domestic	25c	25c
Flagfall (Directory Service (011, 0103, 122, 1225, 123, 15x))	\$1.50	\$1.50
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

<b>Crazy Cap Plan (Plans connected on or after 16 April 2008 and before 16 September 2008 – no longer available for new connections 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
Flagfall (Directory Service (011, 0103, 122, 1225, 123, 15x))	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
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

<b>Crazy Cap Plan (Plans connected, or changed to, on or after 16 September 2008 and before 26 November 2008 – no longer available for new connections as at 26 November 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
Flagfall (Directory Service (011, 0103, 122, 1225, 123, 15x))	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
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

1.7 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 (see paragraph 1.6 above)	
Voice calls to an Australian mobile telephone number (excludes calls made while roaming) Charges specified in Your Plan (see paragraph 1.6 above)	

SMS – Domestic (excludes messages sent while roaming)	Charges specified in Your Plan (see paragraph 1.6 above)
Video call to Australian fixed-line or mobile telephone number (excludes calls made while roaming)	Charges specified in Your Plan (see paragraph 1.6 above)
Voicemail Retrieval/Setup (121, 1211, 1212, 1213, 1218, 1219)	Charges specified in Your Plan (see paragraph 1.6 above)
Call waiting (note: calls on hold charged at normal rates)	\$0.00
Forwarded calls (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)	Charges specified in Your Plan (see paragraph 1.6 above)
Directory Assistance ( 013, 118, 1223, 12455)	\$1.50 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)	
Forwarded calls (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 clause 23.3

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**USAGE CHARGES – OTHER SERVICES**

Description of the Service	AUD
Blackberry Services (Pay as You Go)	\$0.015 per kilobyte

1.8 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, or the amount of Crazy Talk Included Value, Basic Included Value and Premium Included Value, set out in paragraph 1.6 of this annexure, depending on when You connected, or changed, to Your Plan.

3.2 For Crazy Cap Plans connected before 16 September 2008, the Monthly Included Value will apply to all usage of the type referred to in paragraph 1.2 of this annexure.

3.3 For Crazy Cap Plans connected, or changed to, on or after 16 September 2008 (but before 26 November 2008), 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 1.4 of this annexure.

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

4. **Bonus Option**

4.1 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').

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 **Bonus Option Change Fee** listed in clause 23.4 of this Service Description.

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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 23.4 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. **Handset Upgrade Option**

5.1 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.

If You change to a different Crazy Cap Plan then we will sell You a Handset at a discounted price, on the same terms and conditions as would apply to a new customer connecting to that Crazy Cap Plan at that time, if required to do so by the terms of that Crazy Cap Plan (see annexure 3 of the Part B Service Description). If the terms of that Crazy Cap Plan do not require us to sell You a Handset then we will not be required to sell You a Handset as a result of You changing to a Crazy Cap Plan.

5.2 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, or, where You are changing to the Crazy Cap Plan from a Crazy BYO Phone Plan, a Crazy Phone Plan, a Crazy Discount Plan or a Crazy 25c Plan, the amount determined and advised by us at or before the time You make that change. 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.

5.3 For Crazy Cap Plans connected, or changed to, 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, or change, to Your Crazy Cap Plan. If You elect to pay part of Your total Handset Upgrade Fee upfront, we will reduce the monthly instalments You must pay us for the Handset (see clause 8 of this Part B for details).

5.4 You may only add a Handset Upgrade Option to Your Plan at the time of making Your Application, or, if You are changing to Your Crazy Cap Plan from a Crazy BYO Phone Plan, a Crazy Phone Plan, a Crazy Discount Plan or a Crazy 25c Plan as permitted by the terms of this Service Description, at the time of making that change. If You add a Handset Upgrade Option to Your Plan, You cannot remove it at a later time. However, in some circumstances Your Handset Upgrade Fee may be apportioned and discontinued when You change to a Crazy Cap Plan (see clause 15.4 and the Change Rules for details).

5.5 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

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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:

- (a) we specify an upfront payment in Your Application or, where You are changing to the Crazy Cap Plan from a Crazy BYO Phone Plan, a Crazy Phone Plan, a Crazy Discount Plan or a Crazy 25c Plan, an upfront payment is determined and advised by us at or before the time You make that change; or
- (b) You choose to pay all or part of Your Handset Upgrade Fee upfront in accordance with paragraph 6.3.

5.6 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).

## 6. Early Termination Charge

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

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

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

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

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

## 7. At the End of Your Commitment Period

7.1 Following the end of Your Commitment Period You will remain on Your Plan on a Casual Basis.

7.2 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.

## Attachment: Change Rules

The rules that apply for the particular change You are making are set out in the following table.

Plan from which You are changing	Plan to which You are changing	Commitment Period restarts? <sup>1</sup>	Payment of Early Termination Charge required? <sup>2</sup>	Mobile Phone Repayments required? <sup>3</sup>	Handset Upgrade Fee for existing Plan continues? <sup>4</sup>	New Handset Option applies after change made? <sup>5</sup>
Crazy BYO Phone Plan	24 month Crazy Cap Plan	Yes	N/A	N/A	N/A	Yes
	12 month Crazy Cap Plan	Yes	N/A	N/A	N/A	Yes
	SIM-only Crazy Cap Plan	Yes	N/A	N/A	N/A	N/A
	Crazy 25c Plan	Yes	N/A	N/A	N/A	N/A
	Crazy Phone Plan	Yes	N/A	N/A	N/A	Yes
Crazy Phone Plan	24 month Crazy Cap Plan	Yes	Yes	N/A	N/A	Yes
	12 month Crazy Cap Plan	Yes	Yes	N/A	N/A	Yes
	SIM-only Crazy Cap Plan	Yes	Yes	N/A	N/A	N/A
	Crazy 25c Plan	Yes	Yes	N/A	N/A	N/A
Crazy Discount Plan	24 month Crazy Cap Plan	Yes	Only if changing to a Plan with a Minimum Monthly Commitment which is less than Your Original Minimum Spend Level.	Yes	N/A	Yes

<b>Plan from which You are changing</b>	<b>Plan to which You are changing</b>	<b>Commitment Period restarts?<sup>1</sup></b>	<b>Payment of Early Termination Charge required?<sup>2</sup></b>	<b>Mobile Phone Repayments required?<sup>3</sup></b>	<b>Handset Upgrade Fee for existing Plan continues?<sup>4</sup></b>	<b>New Handset Option applies after change made?<sup>5</sup></b>
	12 month Crazy Cap Plan	Yes	Only if changing to a Plan with a Minimum Monthly Commitment which is less than Your Original Minimum Spend Level.	Yes	N/A	Yes
	SIM-only Crazy Cap Plan	Yes	Only if changing to a Plan with a Minimum Monthly Commitment which is less than Your Original Minimum Spend Level.	Yes	N/A	N/A
	Crazy 25c Plan	Yes	Yes	Yes	N/A	N/A
	Crazy Phone Plan	Yes	Only if changing to a Plan with a Minimum Monthly Commitment which is less than Your Original Minimum Spend Level.	Yes	N/A	Yes
Crazy 25c Plan	24 month Crazy Cap Plan	Yes	N/A	Yes	N/A	Yes
	12 month Crazy Cap Plan	Yes	N/A	Yes	N/A	Yes
	SIM-only Crazy Cap Plan	Yes	N/A	Yes	N/A	N/A
	Crazy Phone Plan	Yes	N/A	Yes	N/A	Yes

Plan from which You are changing	Plan to which You are changing	Commitment Period restarts? <sup>1</sup>	Payment of Early Termination Charge required? <sup>2</sup>	Mobile Phone Repayments required? <sup>3</sup>	Handset Upgrade Fee for existing Plan continues? <sup>4</sup>	New Handset Option applies after change made? <sup>5</sup>
Crazy Cap Plan (Plans connected before 26 July 2008)	24 month Crazy Cap Plan	Only if changing to a Plan with a Minimum Monthly Commitment which is less than Your Original Minimum Spend Level	Only if changing to a Plan with a Minimum Monthly Commitment which is less than Your Original Minimum Spend Level	N/A	No	Only if changing to a Plan with a Minimum Monthly Commitment which is less than Your Original Minimum Spend Level
	12 Month Crazy Cap Plan	Yes	Yes	N/A	No	Yes
	SIM-only Crazy Cap Plan	Yes	Yes	N/A	No	N/A
	Crazy 25c Plan	Yes	Yes	N/A	No	N/A
	Crazy Phone Plan	Yes	Yes	N/A	No	Yes
24 month Crazy Cap Plan (Plans connected on or after 26 July 2008)	24 month Crazy Cap Plan	Only if changing to a Plan with a Minimum Monthly Commitment which is less than Your Original Minimum Spend Level	Only if changing to a Plan with a Minimum Monthly Commitment which is less than Your Original Minimum Spend Level	N/A	Only if changing to a Plan with a Minimum Monthly Commitment which is <b>not</b> less than Your Original Minimum Spend Level	Only if changing to a Plan with a Minimum Monthly Commitment which is less than Your Original Minimum Spend Level
	12 Month Crazy Cap Plan	Yes	Yes	N/A	No	Yes
	SIM-only Crazy	Yes	Yes	N/A	No	N/A

Plan from which You are changing	Plan to which You are changing	Commitment Period restarts? <sup>1</sup>	Payment of Early Termination Charge required? <sup>2</sup>	Mobile Phone Repayments required? <sup>3</sup>	Handset Upgrade Fee for existing Plan continues? <sup>4</sup>	New Handset Option applies after change made? <sup>5</sup>
	Cap Plan					
	Crazy 25c Plan	Yes	Yes	N/A	No	N/A
	Crazy Phone Plan	Yes	Yes	N/A	No	Yes
12 month Crazy Cap Plan	24 month Crazy Cap Plan	Yes	Yes	N/A	No	Yes
	12 Month Crazy Cap Plan	Only if changing to a Plan with a Minimum Monthly Commitment which is less than Your Original Minimum Spend Level	Only if changing to a Plan with a Minimum Monthly Commitment which is less than Your Original Minimum Spend Level	N/A	Only if changing to a Plan with a Minimum Monthly Commitment which is <b>not</b> less than Your Original Minimum Spend Level	Only if changing to a Plan with a Minimum Monthly Commitment which is less than Your Original Minimum Spend Level
	SIM-only Crazy Cap Plan	Yes	Yes	N/A	No	N/A
	Crazy 25c Plan	Yes	Yes	N/A	No	N/A
	Crazy Phone Plan	Yes	Yes	N/A	No	Yes

<b>Plan from which You are changing</b>	<b>Plan to which You are changing</b>	<b>Commitment Period restarts?<sup>1</sup></b>	<b>Payment of Early Termination Charge required?<sup>2</sup></b>	<b>Mobile Phone Repayments required?<sup>3</sup></b>	<b>Handset Upgrade Fee for existing Plan continues?<sup>4</sup></b>	<b>New Handset Option applies after change made?<sup>5</sup></b>
SIM-only Crazy Cap Plan	24 month Crazy Cap Plan	Yes	No	N/A	N/A	Yes
	12 Month Crazy Cap Plan	Yes	No	N/A	N/A	Yes
	SIM-only Crazy Cap Plan	No	No	N/A	N/A	N/A
	Crazy 25c Plan	Yes	Yes	N/A	N/A	N/A
	Crazy Phone Plan	Yes	Yes	N/A	N/A	Yes

Notes:

1. In the circumstances indicated in this column, the Commitment Period applicable to the new Plan to which You are changing will be taken to have started on the date of the change.
2. In the circumstances indicated in this column, You must pay the Early Termination Charge that applies to the Plan from which You are changing (unless the Commitment Period for the Plan from which You are changing has ended).
3. In the circumstances indicated in this column, You must pay us a single payment equal to the sum of any remaining Mobile Phone Repayments that apply to the Plan from which You are changing.
4. In the circumstances indicated in this column, Your existing Handset Upgrade Fee will continue to apply, and You must continue paying it after the change takes effect
5. In the circumstances indicated in this column, You will receive a new Handset Option and be entitled to purchase a new Handset from us at a discounted price, on the same basis as new customers who connect to the Plan to which You are changing.

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### What is my Original Minimum Spend Level?

Your **Original Minimum Spend Level** is the Minimum Monthly Commitment recorded in the original Application for Your Service or, if You originally connected to a Crazy Cap Plan before 26 July 2008 and added a Handset Upgrade Option to Your Plan at that time, an amount equal to the sum of the Minimum Monthly Commitment and the Handset Upgrade Fee recorded in that Application.

However, if, since connecting, You have made a change to Your Plan that has caused Your Commitment Period to restart, **Your Original Minimum Spend Level** will be the Minimum Monthly Commitment that applied to Your Plan immediately after Your Commitment Period was last restarted.