

PART J: POST PAID MOBILE BROADBAND SERVICE DESCRIPTION

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1. Application of this Part

- 1.1 This is the Service Description for Crazy John's Post Paid Mobile Broadband Services. This Service Description sets out the terms and conditions on which we will supply You with a Post Paid Mobile Broadband Service.
- 1.2 This Service Description forms part of the Contract between You and us if You requested the supply of Post Paid Mobile Broadband Services in Your Application. The General Terms set out more details of the terms of Your Contract.
- 1.3 The Commitment Period, Plan, Minimum Monthly Commitment and Equipment 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 Broadband Service, You must:
- (a) apply for a Post Paid Mobile Broadband 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 Equipment on the Crazy John's Network (or the network we use to supply Your Service) in order to:
- (a) send and receive data;
 - (b) make and receive voice and video calls; and
 - (c) send and receive SMS and MMS.
- subject to the other terms of this Contract and the technical capabilities of Your Equipment.
- 4.3 The Service also includes the provision of:
- (a) an activated Crazy John's SIM card for use with Your Post Paid Mobile Broadband Service;

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- (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. 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 **23** of this Service Description also applies to You.

5. Transfer of the Service

- 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. Equipment Needed to Use the Service

- 6.1 To send and receive data or to send and receive SMS via Your Post Paid Mobile Broadband connection You will need an activated Crazy John's SIM card and either:
- (a) a modem that is compatible with the Crazy John's Network, the Post Paid Mobile Broadband Service and the Plan You have selected, together with a computer that is compatible with that modem; or
 - (b) a Handset that is compatible with the Crazy John's Network, the Service and the Plan You have selected.
- 6.2 In order to use the Service to:
- (a) make and receive voice and video calls; or
 - (b) send and receive MMS,
- You will need to use Your SIM Card with a Handset that is compatible with the Crazy John's Network, the Service, and the Plan You have selected.
- 6.3 Your ability to use the Post Paid Mobile Broadband Service will be limited to the technical capabilities of the Equipment You are using to access and use the Service.

7. Your Mobile Telephone Number

- 7.1 We will allocate to You a mobile telephone number.

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- 7.2 If You request an Easy To Remember Number for the Service, You must pay us a *Number Request Fee* listed in clause 25.4 of this Service Description.
- 7.3 You may Port Your existing Mobile Telephone number in accordance with clause 21 of this Service Description.
- 7.4 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.
- 7.5 You may request a new mobile telephone number for Your Service at any time. Changing Your mobile telephone number may result in the termination of Your Plan. In these circumstances, we will terminate Your Plan on a No Cost Basis and reconnect Your Plan under the new mobile telephone number on the same terms and conditions as the previous Plan.
- 7.6 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 25.4 of this Service Description.
- 7.7 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 7.5. 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 25 of this Service Description for any further changes subsequent to the first two instances. Changing Your mobile telephone number may result in the termination of Your Plan. In these circumstances, we will terminate Your Plan on a No Cost Basis and reconnect Your Plan under the new mobile telephone number on the same terms and conditions.

8. Your Equipment

- 8.1 If You purchase Equipment from us, You agree to pay us for the Equipment 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. 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 Equipment (less any part of that price You have paid upfront) by that number of payments.
- 8.2 You may use Your own Equipment on the Crazy John's Network, provided that it is compatible with the Crazy John's Network and SIM cards. A list of compatible Equipment is

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

9. SIM Card

- 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 25.1 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

- 10.1 The Post Paid Mobile Broadband Service is not available in all areas of Australia. You can only use the Post Paid Mobile Broadband Service in our Mobile Coverage Area. Details of our Mobile Coverage Area are available at www.crazyjohns.com.au/coverage.
- 10.2 Even within our Mobile Coverage Area, we cannot guarantee that the Post Paid Mobile Broadband Service will be available:
- (a) due to 'drop outs' occurring on calls; or
 - (b) at certain times, for example, because of weather conditions or network congestion; or
 - (c) in certain areas, where geographical or man-made features interfere with the Crazy John's Network. For example, where there are mountains, caves or dense forest, or in some buildings or parts of buildings such as an elevator, basement or car park.
- 10.3 We will use our best efforts to provide acceptable data download and upload speeds through the Crazy John's Network within our Mobile Coverage Area, but we cannot guarantee that any particular data download or upload speeds will be able to be achieved through the Post Paid Mobile Broadband Service. The data download and upload speeds will depend on Your location when You are using the Post Paid Mobile Broadband Service, the physical attributes of any premises within which You are using the Post Paid Mobile Broadband Service, and the capabilities of the personal computer or Handset You are using to upload or download data.

11. Use of the Service

- 11.1 Your use of the Internet Service must conform with the terms of our Acceptable Broadband Use Policy and Fair Use Policy.

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- 11.2 You acknowledge that the Internet is not a secure and confidential environment. Your use of the Internet Service is at Your own risk.

12. Commitment Period

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

13. Suspending Your Service

- 13.1 The General Terms, the Acceptable Broadband Use Policy and the Fair Use Policy set out the circumstances in which we may Suspend or Restrict Your Service.
- 13.2 You may request the Service be Suspended if Your SIM card or modem is lost or stolen.

14. Roaming

- 14.1 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.
- 14.2 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.
- 14.3 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 are available on our website at www.crazyjohns.com.au/roaming.
- 14.4 National Roaming is not available in all parts of Australia. The places where National Roaming is available may change at our discretion. If National Roaming is activated on Your Service, it will commence automatically when You move outside of the Mobile Coverage Area and into an area where National Roaming is available. It may take up to 30 minutes for National Roaming to cease once You move back into the Mobile Coverage Area.
- 14.5 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 rates before travelling overseas, or visit our website at www.crazyjohns.com.au. It may take up to 48 hours for changes to the rates for International Roaming and National Roaming to be reflected on our website.
- 14.6 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 or session in progress at the time You move outside of the Mobile Coverage Area and into an area where National Roaming is available.

15. SMS

- 15.1 If Your modem or Handset has the technical capability, You may send and receive SMS via Your Post Paid Mobile Broadband connection. For every SMS You send via Your Post Paid Mobile Broadband connection, You will be charged the applicable SMS rate specified in the annexure applicable to Your Plan.

16. What You Can Change About Your Service

- 16.1 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 25.4 of this Service Description.

17. Changing Your Plan

- 17.1 As there is only one Post Paid Mobile Broadband Plan, changes between Post Paid Mobile Broadband Plans are currently not possible.

18. Your Bill

- 18.1 You will be provided with bills in accordance with clause 6 of the General Terms.
- 18.2 If You request us to provide You with Detailed Paper Bills, we will charge You the **Detailed Paper Bill Fee** listed in clause 25.4 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.
- 18.3 Your Billing Period Date will be outlined on Your bill.
- 18.4 If You do not pay Your bill by the due date, You must pay us the **Late Payment Fee** listed in clause 25.4 of this Service Description.

19. Call Barring

- 19.1 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.
- 19.2 Calls to 1900 numbers can only be barred if we also bar international calls.

20. Data Usage

- 20.1 When You use the Post Paid Mobile Broadband Service, the amount of Data that is uploaded and downloaded (we call this amount Your '**Data Usage**') will be deducted from the Included Data Credit amount applicable to Your Plan. For any month where Your Data Usage exceeds Your Included Data Credit You will be charged the Data Rate specified in the annexure of this Service Description applicable to Your Plan.
- 20.2 When calculating Your Data Usage, we will:
- (a) round up to the next kilobyte (KB) at the end of each session;
 - (b) regard 1024 bytes as 1 kilobyte (KB);
 - (c) regard 1024 kilobytes as 1 megabyte (MB); and
 - (d) regard 1024 megabytes as a gigabyte (GB).
- 20.3 The size of any GPRS Data is dependent on the technical capabilities of Your Equipment. 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.
- 20.4 Mobile Internet Packs are not available on the Post Paid Mobile Broadband Service.

21. Number Portability

- 21.1 We will not charge You for Porting Your existing mobile telephone number from another service provider to us.
- 21.2 Porting relies on the Networks of other service providers over which Crazy John's has no control. If You ask us to Port an existing mobile telephone number from another Service Provider to us, we will aim to Port Your existing mobile telephone number to the Crazy John's Network as soon as practicable. Crazy John's is not liable for any delays in the Porting Process.
- 21.3 We will notify You if Your Port request has not been successfully confirmed.
- 21.4 Your Service and Commitment Period will not commence until the successful Porting of Your existing mobile telephone number. However, if Your Port request is not successful, we may allocate a new mobile telephone number for Your Service and Your Service and Commitment Period will commence from the date we allocate You a new mobile telephone number.
- 21.5 If You elect to Port Your number to another service provider, You must pay us the **Port Out Fee** listed in clause **25** for this Service. If You elect to Port Your number to another service provider we will cancel Your Service.

22. Blackberry Services

- 22.1 Blackberry Services are not available on the Post Paid Mobile Broadband Service.

23. Multi-User Accounts

- 23.1 Multi-User Accounts allow You to combine payments for several Services, and payments for several Handsets, into one account.
- 23.2 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 23) is responsible and liable for all charges made to a Multi-User Account.
- 23.3 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.
- 23.4 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**).
- 23.5 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 23.
- 23.6 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 23 and the terms of a Plan held by an Additional User, the terms of this clause 23 will prevail.
- 23.7 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.

24. Cancelling Your Service

- 24.1 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.
- 24.2 We may cancel Your Service in accordance with the General Terms, Fair Use Policy or Acceptable Broadband Use Policy.

25. Charges

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

- 25.2 You will be charged at rates stated in the annexure applicable to Your Plan for the services You use.
- 25.3 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.
- 25.4 You will also be charged the following amounts in the following circumstances:

ADMINISTRATIVE AND OTHER CHARGES	
Description of the cost or charge AUD\$	
Port Out Fee	\$8.00
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
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
Detailed Paper Bill Fee	\$2.00 per bill

Annexure 1: Crazy Mobile Broadband Plan

1. Included Data Credit and Service Charges

- 1.1 We will charge You a Minimum Monthly Commitment amount each month as specified in Your Application.
- 1.2 You will receive the amount of Included Data Credit set out in paragraph 1.4 of this annexure. The Included Data Credit will apply to the Data Usage referred to in clause 20 of this Service Description. For any month where Your Data Usage exceeds Your Included Data Credit You will be charged the Data Rate specified in paragraph 1.4 below. Any unused Included Data Credit for any given month cannot be used in subsequent months.
- 1.3 We will also charge You each month for:
- (a) any voice or video calls and SMS usage of Your Service described in paragraph 1.4 below, at the rates stated in that paragraph;
 - (b) any other usage of Your Service described in paragraph 1.5 of this annexure or clause 25.3 of this Service Description, at the rates stated in those clauses;
 - (c) any additional services You use and which are described in the 'Other charges' section of clause 25.4 of this Service Description, at the rates stated in that clause.
- 1.4 The following charges apply to Your Service (in addition to those mentioned elsewhere in this Service Description):

Crazy Mobile Broadband Plans	3GB
Minimum Monthly Commitment	\$33
Included Data Credit	3GB
Data Rate (per Megabyte) (rounded up to the next whole cent at the end of each session)	10c
Flagfall (applies to all voice and video calls except where otherwise stated)	35c
Standard Call Rate (per 30 second block) to Australian fixed-line or mobile telephone number – excludes Premium Services, International Calls, calls to Special Numbers and calls made while roaming	40c
Video Call Rate (per 30 second block) to Australian fixed-line or mobile telephone number – excludes Premium Services, International Calls, calls to Special Numbers and calls made while roaming	50c
SMS – Domestic (excludes messages sent while roaming)	25c

Important – please note

When Roaming, separate charges apply – see paragraph 1.5 for details.

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

USAGE CHARGES	
Description of the Service	AUD
Voice Retrieval/Setup (121, 1211, 1212, 1213, 1218, 1219)	Flagfall plus Standard Call Rate applies

Call waiting (note: calls on hold charged at normal rates)	\$0.00
Forwarded calls (Voicemail and Callscreen Service only)	\$0.00
Forwarded calls (all numbers excluding Voicemail and Callscreen Service)	Flagfall plus Standard Call Rate applies
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)	Flagfall plus Standard Call Rate applies
1800 numbers (18xx)	Flagfall plus Standard Call Rate applies
Data Calls	Standard Call Rate applies
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, numbers starting with '123' or '15')	\$1.50 Flagfall plus Standard Call Rate
Directory Assistance (013, 118, 1223, 12455)	\$1.50 Flagfall plus Standard Call Rate
(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)	
Inmarsat A (+8711, +8718, 8719, +8741, +8748, +8749)	\$0.25 Flagfall plus \$2.00 per 30 seconds
Inmarsat B (+8726, +8736)	Flagfall plus \$3.00 per 30 seconds
Inmarsat C (+8723, +8733)	Flagfall plus \$5.50 per 30 seconds
Inmarsat D (+8713, +8715 +8716, +8721, +8725, +8728, +8729 +8731, +8735, +8738, +8739, +8743, +8745, +8746)	Flagfall plus \$5.50 per 30 seconds
MobileSat (+0145)	Flagfall plus \$1.10 per 30 seconds
Iterra - Remote (0071)	Flagfall plus \$1.00 per 30 seconds
Ships at Sea (12458)	Flagfall plus \$3.50 per 30 seconds
National Roaming see www.crazyjohns.com.au/roaming or call our Customer Contact Centre	
International Roaming see www.crazyjohns.com.au/roaming or call our Customer Contact Centre	
International Calls	See clause 25.3
Callscreen Service	Flagfall plus Standard Call Rate applies

- 1.6 You may be required to make an upfront payment to cover Your first month under the Plan if we request You to do so.
2. **Modems**
- 2.1 In return for You agreeing to connect to a Crazy Mobile Broadband Plan, we will sell You a modem at a discounted price. You may choose that modem from the range of available modems (if any) we have nominated for that particular Plan at the time You connect. We reserve the right not to make any modems available for any particular Plan.
- 2.2 The discount on the modem 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 modem unless we specify an upfront payment in Your Application. There will be no recurring repayments for Your modem.

3. **Commitment Period**

3.1 Your Commitment Period is 6 months under this Plan.

4. **Early Termination Charge**

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

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

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

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

5.2 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.