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

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- 1.1 This is the Service Description for Crazy John's Staff Post Paid Mobile Services. This Service Description sets out the terms and conditions on which we will supply You with a Staff Post Paid Mobile Service.
- 1.2 This Service Description forms part of the Contract between You and us if You requested the supply of a Post Paid Mobile Service in Your Application and You are a current employee of Crazy John's or one of its related bodies corporate. The General Terms set out more details of the terms of Your Contract.

## **2. Interpretation**

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

## **3. Eligibility**

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- 3.1 To be eligible to receive this Post Paid Mobile Service, You must:
- (a) be a current employee of Crazy John's or one of its related bodies corporate;
  - (b) apply for a Post Paid Mobile Service in Your Application; and
  - (c) meet our minimum credit requirements.

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

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- 4.1 The Service is supplied to You by Mobileworld Operating Pty Ltd (ABN 49 090 451 433) trading as Crazy John's.
- 4.2 The Service allows You (and the people You nominate to us) to use Your Handset on the Crazy John's Network (or the network we use to supply the Service) in order to:
- (a) make and receive voice and video calls;
  - (b) send and receive SMS and MMS; and
  - (c) send and receive GPRS Data;
- subject to the other terms of this Contract and the technical capabilities of Your Handset.
- 4.3 The Service also includes the provision of:
- (a) an activated Crazy John's SIM card;
  - (b) a Mobile Phone Number; and
  - (c) a Customer Contact Centre open every day of the week. .
- 4.4 Your Service will be provided on the terms of the Post Paid BYO Staff Plan.

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- 4.5 The terms applicable to Your Plan are set out in the annexure at the end of this Service Description.

## 5. Your Mobile Phone Number

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- 5.1 We will allocate to You a Mobile Phone Number.
- 5.2 If You request a Easy To Remember Number for the Service, You must pay us a **Number Request Fee** listed in clause 19.2 of this Service Description.
- 5.3 You may Port Your existing Mobile Phone Number in accordance with clause 15 of this Service Description.
- 5.4 Your Mobile Phone 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.
- 5.5 You may request a new Mobile Phone Number for Your Service at any time. Changing Your Mobile Phone 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 Phone Number on the same terms and conditions as the previous Plan.
- 5.6 If You request a new Mobile Phone Number for Your Service on a number of occasions that we consider to be unreasonable or excessive, You may be required to pay us a **Number Change Fee** listed in clause 19.2 of this Service Description.
- 5.7 If You require a new Mobile Phone 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 Phone Number free of any fee or charge on the first two occasions in accordance with clause 5.5. In these circumstances, we may require You to provide proof that the matter has been reported to the relevant law enforcement agency or regulatory body. You must pay us a **Number Change Fee** listed in clause 19.2 of this Service Description for any further changes subsequent to the first two instances.

## 6. Equipment Needed to Use the Service

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- 6.1 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.

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

## 7. Your Handset

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7.1 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). If we reasonably believe that the Handset You bring to use on the Crazy John's Network is stolen, we may ask You to provide proof of ownership of the Handset.

## 8. SIM Card

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8.1 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.

8.2 You must promptly notify us if Your SIM card is lost, stolen or damaged. We will deactivate that SIM card and issue You with another SIM card as soon as practicable. Replacement of Your SIM card will incur the **SIM Replacement Fee** listed in clause 19.2 of this Service Description, unless it was a result of a fault or negligence of us, our employees, agents or contractors.

## 9. Our Mobile Coverage Area

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9.1 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).

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

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

## 10. Suspending Your Service

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

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## 11. Roaming

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- 11.1 Roaming is initially barred and can only be requested by ringing the Customer Contact Centre on 1300 303 646, or by accessing the web portal at [www.crazyjohns.com.au/myaccount](http://www.crazyjohns.com.au/myaccount), 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.
- 11.2 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.
- 11.3 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 are available is available on our website at [www.crazyjohns.com.au/roaming](http://www.crazyjohns.com.au/roaming).
- 11.4 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.
- 11.5 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](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.
- 11.6 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.

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## 12. What You Can Change About Your Service

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- 12.1 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 19.2 of this Service Description.
- 12.2 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 19.2 of this Service Description.
- 12.3 Any changes that You request to Your Bonus Options are effective immediately.

## 13. Your Bill

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- 13.1 You will be provided with bills in accordance with clause 6 of the General Terms. From 28 October 2009, Summary Paper Bills and Detailed Paper Bills are not available for the Post Paid Staff Mobile Service.
- 13.2 Your Billing Period Date will be outlined on Your bill.
- 13.3 If You do not pay Your bill by the due date, You must pay us the **Late Payment Fee** listed in clause 19.3 of this Service Description.

## 14. Call Barring

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- 14.1 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.
- 14.2 Calls to 1900 numbers can only be barred if we also bar international calls.

## 15. Number Portability

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- 15.1 We will not charge You for Porting Your existing Mobile Phone Number from another service provider to us.
- 15.2 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 Phone Number from another service provider to us, we will aim to Port Your existing Mobile Phone Number to the Crazy John's Network as soon as practicable. Crazy John's is not liable for any delays in the Porting process.
- 15.3 We will notify You if Your Port request has not been successfully confirmed.

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- 15.4 Your Service and Commitment Period do not commence until the successful Port of Your existing Mobile Phone Number. However, if Your Port request is not successful, we will allocate a new Mobile Phone Number for Your Service and Your Service and Commitment Period will commence from the date we allocate You the new Mobile Phone Number.
- 15.5 If You elect to Port Your Mobile Phone Number to another service provider, You must pay us the **Port Out Fee** listed in clause 19.2 of this Service Description.

## 16. Data

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- 16.1 If Your Handset has the technical capability, You may send and receive GPRS Data. If You access GPRS Data You will be charged the Data Rate specified in clause 19.2 of this Service Description.
- 16.2 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.
- 16.3 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.
- 16.4 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).

## 17. Blackberry Services

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- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 If You add a Blackberry Pack to Your Plan, You must pay us a **Blackberry Pack Monthly Fee** set out in clause 19.2.

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- 17.5 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,
- 17.6 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.

## **18. Cancellation**

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- 18.1 The General Terms and the Fair Use Policy set out the circumstances in which we may cancel Your Service.
- 18.2 The General Terms set out the circumstances in which You may cancel Your Service. In addition, we may cancel Your Service if You cease to be a current employee of Crazy John's or one of its related bodies corporate.
- 18.3 You may be required to pay us an Early Termination Charge and any outstanding fees and charges if You cancel Your Service.

## 19. Call Charges

19.1 All fees and charges contained in this Service Description and the annexure are inclusive of GST, unless otherwise stated.

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

<b>USAGE CHARGES</b>	
<b>Description of the Service</b>	<b>AUD</b>
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 and Callscreen Service only)	\$0.00
Forwarded calls (all numbers excluding Voicemail and Callscreen Service)	\$0.06 per 30 seconds
Crazy John's Customer Contact Centre (1300 303 646)	\$0.00 per call
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
(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)	
Emergency Services number (000, 106, any others auto routed to emergency services)	\$0.00
1300 and 13 Service numbers (13xx)	Standard Call Rate applies
1800 numbers (18xx)	\$0.11 per 30 seconds
Inmarsat A (+8711, +8718, 8719, +8741, +8748, +8749)	\$0.25 Flagfall plus \$2.00 per 30 seconds
Inmarsat B (+8726, +8736)	\$0.25 Flagfall plus \$3.00 per 30 seconds
Inmarsat C (+8723, +8733)	\$0.25 Flagfall plus \$5.50 per 30 seconds
Inmarsat D (+8713, +8715 +8716, +8721, +8725, +8728, +8729 +8731, +8735, +8738, +8739, +8743, +8745, +8746)	\$0.25 Flagfall plus \$5.50 per 30 seconds
MobileSat (+0145)	\$0.25 Flagfall plus \$1.10 per 30 seconds
Itterra - Remote (0071)	\$0.25 Flagfall plus \$1.00 per 30 seconds
Ships at Sea (12458)	\$0.25 Flagfall plus \$3.50 per 30 seconds
Data Calls	Standard Call Rate applies
Data Rate (Pay As You Go)	\$0.01 Flagfall plus \$0.0002 per kilobyte
Blackberry Services (Pay as You Go)	\$0.015 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
Callscreen Service	\$0.25 Flagfall plus \$0.30 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

\*Use of Blackberry Services outside of Australia remains subject to applicable International Roaming charges (eg. GPRS Data usage).

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

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

<b>OTHER CHARGES</b>	
<b>Description of the cost or charge 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
Downgrade Fee	\$50.00
Bonus Option Change Fee	\$15.00
Payment Method Change Fee	\$15.00
Number Change Fee	\$75.00
Detailed Paper Bill Fee	\$2.00 per bill
Number Request Fee (Easy to Remember – Platinum)	\$400.00
(Easy to Remember – Gold)	\$200.00
(Easy to Remember – Silver)	\$100.00
Port Out Fee	\$8.00
Blackberry Pack Monthly Fee	\$49.95 per month*

\*Use of Blackberry Services outside of Australia remains subject to applicable International Roaming charges (eg. GPRS Data usage), which apply in addition to Your Blackberry Pack Monthly Fee.

19.4 You will be charged **for International Calls made from Australia at the rates published from time to time on our website at [www.crazyjohns.com.au/idd](http://www.crazyjohns.com.au/idd).**

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## Annexure 1: Post Paid BYO Staff Plan

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### 1. Eligibility

- 1.1 You must be a current employee of Crazy John's or a related body corporate of Crazy John's to select this Plan.

### 2. Service Charges

- 2.1 The Post Paid Staff Plan is a casual plan with no Commitment Period.

- 2.2 Under the Post Paid Staff Plan, You will be charged the following for any services You use:

<b>Minimum Monthly Commitment</b>	<b>\$0</b>
Monthly Included Value	\$0
Flagfall (applies to all voice and video calls except where otherwise stated)	15c
Standard Call Rate (per 30 second block) to Australian fixed-line or mobile number – excludes Premium Services, International Calls and calls to Special Numbers	15c
Video Call Rate (per 30 second block) – excludes Premium Services, International Calls and calls to Special Numbers	50c
SMS – Domestic	15c

**Important – please note**

When Roaming, separate charges apply – see clause 19.2 for details.

- 2.3 You will be charged an additional amount for any Mobile Internet Packs and other GPRS Data usage in accordance with clause 16 of this Service Description.

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

### 3. Bonus Option

- 3.1 You will receive the following Bonus Option:

- (a) 50% discount on the call rate for calls to other Crazy John's customers within Australia, 24 hours a day, 7 days a week (full Flagfall still applies) (we call this 'Half Price to Crazy John's').

- 3.2 The Bonus Options only apply to calls made within Australia to a standard Australian fixed or Mobile Phone Number. They do not apply to International Calls, calls to Special Numbers, or the use of Premium Services. Any applicable Roaming charges will also be charged at the full rate.

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

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

### 4. Cancellation

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

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- 4.2 There is no Early Termination Charge for cancelling Your Service under this Plan.
- 4.3 If You cease to be a current employee of Crazy John's or one of its related bodies corporate, You will cease to be eligible for the Post Paid Staff Plan. In these circumstances, we will place You on the Crazy 25c Plan. The terms of the Crazy 25c Plan will apply to You from the first Billing Period Date following the cessation of Your employment with Crazy John's or one of its related bodies corporate. The terms of the Crazy 25c Plan are set out in Part B of the Crazy John's Standard Form of Agreement.