

# PART H: PREPAID MOBILE BROADBAND SERVICE DESCRIPTION

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## **1. Application of this Part**

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

## **2. Interpretation and Definitions**

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

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

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- 3.1 The Service is supplied to You by Mobileworld Operating Pty Ltd (ABN 49 090 451 433) trading as Crazy John's.
- 3.2 The Service allows You (and the people You nominate to us) to use the Crazy John's Network (or the network we use to supply Your service) in order to:
- (a) receive the Prepaid Mobile Broadband Service;
  - (b) receive SMS; and
  - (c) make voice calls to the Customer Contact Centre (when your SIM Card is used with a compatible Handset or other compatible device);
- subject to the other terms of this Contract and the technical capabilities of Your Equipment.
- 3.3 The Prepaid Mobile Broadband Service does not allow You to make and receive voice and video calls other than those calls described in paragraph 3.2 above.
- 3.4 The Service also includes the provision of:
- (a) an activated Crazy John's SIM card for use with Your Prepaid Mobile Broadband Service;
  - (b) a mobile telephone number; and
  - (c) a Customer Contact Centre open every day of the week.
- 3.5 Your service will be provided on the terms of one of the Plans described in the annexures at the end of this Service Description.
- 3.6 The Plan applicable to You at the time You activate Your Service is indicated by the terms and conditions which were provided with Your SIM card or Prepaid Mobile Broadband Service product.

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## 4. Equipment Needed to Use the Service

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- 4.1 To access and use the Service, You will need:
- (a) a modem that is compatible with the Crazy John's Network, the Prepaid Mobile Broadband Service and the Plan You have selected;
  - (b) an activated Crazy John's SIM card; and
  - (c) a computer that is compatible with the modem referred to in paragraph (a).
- 4.2 You may use Your own modem on the Crazy John's Network, provided that it is compatible with the Crazy John's Network and SIM cards and the Crazy John's Prepaid Mobile Broadband Service. A list of compatible modems 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 modem.
- 4.3 Your ability to use the Prepaid Mobile Broadband Service will be limited to the technical capabilities of the Equipment you are using to access and use the Service.
- 4.4 In order to use the Service to make voice calls to the Customer Contract Centre, 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.

## 5. Your Mobile Telephone Number

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- 5.1 We will allocate to You a mobile telephone number.
- 5.2 You may Port Your existing Mobile Telephone number in accordance with clause 14 of this Service Description.
- 5.3 Your mobile telephone number will be sent to and be visible on the phone or Equipment of the Customer Contact Centre when You make a voice call to the Customer Contact Centre using Your Prepaid Mobile Broadband Service (when your SIM Card is used with a compatible Handset or other compatible device).
- 5.4 If You require a new mobile telephone number because You have received SMSs 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 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 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.

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## 6. SIM Card

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- 6.1 The Crazy John's SIM card remains our property at all times. You must return the SIM card to us if the Service is cancelled or if a replacement SIM card is issued to You.
- 6.2 You must promptly notify us if Your SIM card is lost, stolen or damaged, We will deactivate that SIM card and issue You with another SIM card as soon as practicable. Replacement of Your SIM card will incur the **SIM Replacement Fee** listed in clause 19.1 for this Service Description, unless it was a result of a fault or negligence of us, our employees, agents or contractors.
- 6.3 You must register Your prepaid SIM card with us before it will be activated. We collect information to correctly identify You such as Name, Address, Date of Birth and Driver's Licence number.
- 6.4 If You purchase a Prepaid Broadband starter kit, any included Prepaid Data Credit is only available once You have *activated* Your Service (as detailed in paragraph 8 of this Service Description). Your Prepaid Data Credit cannot be redeemed for cash.

## 7. Our Mobile Coverage Area

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- 7.1 The Prepaid Mobile Broadband Service is not available in all areas of Australia. You can only use the Prepaid Mobile Broadband 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).
- 7.2 Even within our Mobile Coverage Area, we cannot guarantee that the Prepaid 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.

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- 7.3 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 Prepaid Mobile Broadband Service. The data download and upload speeds will depend on Your location when You are using the Prepaid Mobile Broadband Service, the physical attributes of any premises within which You are using the Prepaid Mobile Broadband Service, and the capabilities of the personal computer You are using to upload or download data.

## **8. Activation and Use of the Service**

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- 8.1 You must activate Your Prepaid Mobile Broadband Service before You can recharge Your account and receive any Prepaid Data Credit. You can activate Your Prepaid Mobile Broadband Service at <https://secure.crazyjohns.com.au/ActiveWeb/activateprepaidservice>.
- 8.2 Your use of the Internet Service must conform with the terms of our Acceptable Broadband Use Policy.
- 8.3 You acknowledge that the Internet is not a secure and confidential environment. Your use of the Internet Service is at Your own risk.

## **9. Suspending Your Service**

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

## **10. Account Balances**

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- 10.1 You will not receive a bill for this Service.
- 10.2 You will be able to view Your Prepaid Mobile Broadband Service account balance by logging into [www.crazyjohns.com.au/myaccount](http://www.crazyjohns.com.au/myaccount) and following the instructions.

## **11. Roaming**

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Roaming is not available for Prepaid Mobile Broadband Services. This means You will not be able to use Your Prepaid Mobile Broadband Service outside our Mobile Coverage Area.

## **12. SMS**

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- 12.1 If Your modem has the technical capability, You may receive SMS via Your Prepaid Broadband connection.

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### 13. Data Usage

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- 13.1 When You use the Prepaid Mobile Broadband Service, the amount of Data that is uploaded and downloaded (we call this amount Your **'Data Usage'**) will be deducted from Your Prepaid Data Credit value.
- 13.2 When calculating Your Data Usage, we will;
- (a) round up to the next megabyte (MB) at the end of each session. This means that if Your Data Usage from the time You commence a session until the time You complete that session is less than 1MB, 1MB of Data will be deducted from Your Prepaid Data Credit value for that 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).

### 14. Number Portability

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- 14.1 We will not charge You for Porting Your existing mobile telephone number from another service provider to us.
- 14.2 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.
- 14.3 We will notify You if Your Port request has not been successfully confirmed.
- 14.4 Your Service will not commence until the successful Porting of Your existing mobile telephone number. However, if Your Port request is not successful, we may allocate a new mobile telephone number for Your Service and Your Service will commence from the date we allocate You a new mobile telephone number.
- 14.5 If You elect to Port Your number to another service provider, You must pay us the **Port Out Fee** listed in clause 19 for this Service. If You elect to Port Your number to another service provider we will cancel Your Service.

### 15. Credit Expiry

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- 15.1 If Your Service is supplied with an initial amount of Prepaid Data Credit then that Prepaid Data Credit will be valid from the time Your Service is activated and will expire at midnight on Your first Credit Expiry Date. **Your first Credit Expiry Date** is determined as follows:

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- (a) if Your Service is supplied with an initial amount of 100MB of Prepaid Data Credit, Your first Credit Expiry Date will follow the date on which You activated Your Service by 30 days; or
- (b) if Your Service is supplied with any other amount of Prepaid Data Credit, Your first Credit Expiry Date will follow the date on which You activated Your Service by the number of days equal to the Credit Expiry Period applicable to Broadband Recharge Amounts which correspond to the same amount of Prepaid Data Credit as Your initial Prepaid Data Credit.
- 15.2 The maximum Prepaid Data Credit that You may have on Your account at any time:
- (a) before 1 December 2009, is 10GB; or
- (b) with effect from 1 December 2009, is 15GB.
- 15.3 When You recharge:
- (a) any Prepaid Data Credit on Your account that was unexpired at the date You recharged or had expired no more than 7 days before the date You recharged will be increased by the Prepaid Data Credit amount specified for the relevant Broadband Recharge Amount in Your Plan (subject to the maximum Prepaid Data Credit limit provided in paragraph 15.2 above); and
- (b) the new Credit Expiry Date will follow the date on which You recharged by the number of days equal to the Credit Expiry Period applicable to the Broadband Recharge Amount (as stated in Your Plan).
- 15.4 At midnight on each Credit Expiry Date, any Prepaid Data Credit remaining on Your account as at that date will expire (unless You have recharged Your account by that date). Once Prepaid Data Credit has expired, You cannot use it subsequently unless You Recharge within seven days of the Credit Expiry Date and Your Prepaid Data Credit is reinstated as set out in paragraph 15.3. After seven days have passed since Your Credit Expiry Date, if You have not recharged, You will forfeit all unused Prepaid Data Credit and cannot use it subsequently. Prepaid Data Credit can never be redeemed for cash.
- 15.5 Different Credit Expiry Periods and Prepaid Data Credit amounts apply to different Broadband Recharge Amounts. The Credit Expiry Period and Prepaid Data Credit amount applicable to a particular Broadband Recharge Amount are stated in the terms of Your Plan.

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## 16. Recharging

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- 16.1 You can recharge at any time after You have activated Your Prepaid Mobile Broadband Service by using Your credit card to recharge or by purchasing a Recharge Card or voucher at a participating outlet and redeeming it via our web portal or via the Sim Toolkit application on Your Sim card. You may only recharge by an amount we specify in Your Plan.

### **Important**

Please note that:

- \$30 Recharge Cards or vouchers will be applied as if they were a \$29 Broadband Recharge Amount;
- \$50 Recharge Cards or vouchers will be applied as if they were a \$49 Broadband Recharge Amount; and
- \$100 Recharge Cards or vouchers cannot be used with the Prepaid Mobile Broadband Service.

For example, this means that if you are on a Prepaid Broadband Plan and you apply a \$30 Recharge Card or voucher to your account, You will receive 1.5GB of Prepaid Data Credit.

- 16.2 Each Recharge Card or voucher You purchase is fully transferable but not refundable.
- 16.3 Recharge Cards and vouchers must be redeemed before the "use by" date printed on the actual card or voucher (as applicable).

## 17. Service Disconnection

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- 17.1 Your Service may be disconnected after six months of inactivity. We consider Your Service to be inactive in the following circumstances:
- (a) Your account reaches a zero balance of Prepaid Data Credit available; or
  - (b) there is insufficient Prepaid Data Credit in Your account to access the Prepaid Mobile Broadband Service;
- and You do not recharge Your account.

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17.2 Your mobile telephone number will be quarantined for a period of six months after Your Service has been disconnected. Your mobile telephone number will be reallocated six months after Your Service has been disconnected.

## 18. Cancelling Your Service

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18.1 The General Terms set out the circumstances in which You may cancel Your Service.

18.2 We may cancel Your Service in accordance with the General Terms or Acceptable Broadband Use Policy.

## 19. Charges

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19.1 You will be charged the following amounts in the following circumstances:

<b>OTHER CHARGES</b>	
<b>Description of the cost or charge AUD\$</b>	
Voice calls via the Prepaid Mobile Broadband Service to the Customer Contact Centre	No charge
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
Number Change Fee	\$75.00
Port Out Fee	\$8.00

## Annexure 1: Prepaid Broadband Plan

### 1. Prepaid Data Credit and Charges

- 1.1 You will receive a specified amount of Prepaid Data Credit depending on the amount that You recharge Your account with, as set out in the following table:

<b>Broadband Recharge Amount</b>	<b>\$10</b>	<b>\$19</b>	<b>\$29</b>	<b>\$49</b>	<b>\$79</b>	<b>\$129</b>	<b>\$149</b>
Prepaid Data Credit	200MB	750MB	1.5GB	3.5GB	4.5GB	7.5GB	12GB
Credit Expiry Period	15 Days	30 Days	30 Days	30 Days	180 Days	365 Days	365 Days

- 1.2 Charges for additional services You use are listed in clause 19.1 of this Service Description.

### 2. Suspension

- 2.1 We will notify You when Your account is suspended due to insufficient Prepaid Data Credit.
- 2.2 We will endeavour to provide You with advance notice when the balance of Prepaid Data Credit in Your account is nearing zero. Notification may occur by way of an e-mail or SMS message.