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# PART I: Post Paid Multi-User Mobile 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 Post Paid Multi-User Mobile Services. This Service Description sets out the terms and conditions on which we will supply You with a Post Paid Multi-User 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 Multi-User Mobile Service in Your Application. The General Terms set out more details of the terms of Your Contract.
- 1.3 The Commitment Period, Plan and Minimum Monthly Commitment applicable to You, will be specified in Your Application. The Commitment Period specified in Your Application may be varied in accordance with this Service Description and the General Terms.
- 1.4 The Individual Commitment Period and Minimum Monthly Commitment applicable to any Additional Mobile Number You link to Your Multi-User Mobile Account, will be specified in the Application You complete to add any Additional Mobile Users to Your Multi-User Mobile Account, as varied in accordance with this Service Description.

## **2. Interpretation and Definitions**

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

## **3. Eligibility**

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- 3.1 To be eligible to receive a Post Paid Multi-User Mobile Service, You must:
  - (a) apply for a Post Paid Multi-User Mobile Service on Your Application;
  - (b) agree to the Commitment Period and Minimum Monthly Commitment;
  - (c) meet our minimum credit requirements; and
  - (d) if connecting to the Crazy Simple Saver Plan described in Annexure 1 of this Service Description, have a valid Australian Business Number or Australian Company Number and provide us with proof of ownership of the number.

## **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 any Additional Mobile Users for your account, where applicable) to use a 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 the relevant Handset.

4.3 The Service also includes the provision of:

- (a) an activated Crazy John's SIM card to You;
- (b) a mobile telephone number to You;
- (c) an additional activated Crazy John's SIM card and mobile telephone number to You, for each Additional Mobile User for Your account, where applicable; and
- (d) 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).

## 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 a 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 a 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 (and, where applicable, each Additional Mobile User for your account) a mobile telephone number.

6.2 For each Easy To Remember Number You request for the Service, You must pay us a **Number Request Fee** listed in clause 24.4 of this Service Description.

6.3 You may Port an existing mobile telephone number in accordance with clause 18 of this Service Description.

6.4 Your mobile telephone number (and, where applicable, the relevant Additional Mobile Number) will be sent to and be visible on the phone of:

- (a) each person to whom You or the relevant Additional Mobile User makes a voice or video call (unless You or the Additional Mobile User deactivates the call identity through a function on the Handset, if it has the necessary technical capability, or by contacting the Customer Contact Centre);

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- (b) each person to whom You or the Additional Mobile User send an SMS or MMS;  
and
  - (c) any calls made to emergency services.
- 6.5 You may request a replacement of the mobile telephone number (or, if more than one, any of the mobile telephone numbers) associated with Your Plan at any time. Changing a 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 requested replacement mobile telephone number on the same terms and conditions as the previous Plan.
- 6.6 If You request a replacement 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 24.4 of this Service Description.
- 6.7 If You require a new mobile telephone number because You or an Additional Mobile User 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 replacement for the relevant existing 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 24.4 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 and (where applicable) each Additional Mobile User 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, and the ability of any Additional Mobile Users (where applicable), to use the Service will be limited to the technical capabilities of the relevant Handset.

## 8. Your Handset

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- 8.1 If You purchase a Handset from us, 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) in respect of the Handset, each calculated by dividing the total price of that Handset (less any part of that price You have paid upfront) by that number of payments.

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- 8.2 You and any Additional Mobile Users (where applicable) may use an existing 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 relevant Handset(s).

## 9. SIM Card

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- 9.1 Each Crazy John's SIM card provided to You remains our property at all times. You must return the SIM card(s) 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 a SIM Card provided to You is lost, stolen or damaged. We will deactivate that SIM card and issue You with another SIM card as soon as practicable. Replacement of a SIM card will incur the **SIM Replacement Fee** listed in clause 24.4 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 (or the Additional Mobile Users, where relevant) can only use the Service in our Mobile Coverage Area. Details of our Mobile Coverage Area are available at [www.crazyjohns.com.au/coverage](http://www.crazyjohns.com.au/coverage).
- 10.2 Even within our Mobile Coverage Area, we cannot guarantee that the Service will be available:
- (a) due to 'drop outs' occurring on calls;
  - (b) at certain times, for example, because of weather conditions or network congestion; or
  - (c) in certain areas, where geographical or man-made features interfere with the Crazy John's Network. For example, where there are mountains, caves or dense forest, or in some buildings or parts of buildings such as an elevator, basement or car park.

## 11. Commitment Periods

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- 11.1 Your Commitment Period is specified in Your Application, unless You have changed to a Plan with a different Commitment Period in accordance with the terms of Your Contract (in which case Your Commitment Period is specified in the terms applicable to the 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.

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- 11.3 If You are on a Multi-User Mobile Account, then Your Commitment Period may be extended when You add an Additional Mobile Number to Your account. The terms of Your Plan state how this will occur.

## **12. Suspending Your Service**

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- 12.1 The General Terms and the Fair Use Policy set out the circumstances in which we may Suspend or Restrict Your Service.
- 12.2 Where we have a right to Suspend or Restrict Your Service under the General Terms and the Fair Use Policy, and we are satisfied that the right has arisen because of something done or not done in connection with a specific Additional Mobile Number, we may (but are not obliged to) Suspend or Restrict Your Service only in so far as it relates to that Additional Mobile Number, rather than Suspending or Restricting the Service as a whole.
- 12.3 When an Additional Mobile Number is Suspended:
- (a) You will not be able to use the Additional Mobile Number during the period of the Suspension;
  - (b) You will not be liable to us for any charges for access to or use of the Additional Mobile Number during the period of Suspension;
  - (c) You will still be charged for any equipment that You have agreed to purchase from us as identified in Your Application, unless we consider You to be experiencing Temporary Financial Hardship; and
  - (d) You must continue to pay any applicable Minimum Monthly Commitment and recurring charges (such as Mobile Phone Repayments and insurance premiums) for the period of the Suspension in relation to that Additional Mobile Number. The Individual Commitment Period specified in Your Application for the Additional Mobile Number will be extended by the period of the Suspension, except where the Suspension was the result of an event that was reasonably outside of Your control or because we consider You to be experiencing Temporary Financial Hardship.

## **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 Roaming for a single Plan Number on Your Multi-User Mobile Account then Roaming will be activated for all Plan Numbers on Your Multi-User Mobile Account.
- 13.3 If You activate International Roaming for a Service or Plan Number, You must also receive National Roaming on that Service or Plan Number. However, if You activate National

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Roaming for a Service or Plan Number, You will not automatically receive International Roaming and will need to activate it separately.

- 13.4 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).
- 13.5 National Roaming is not available in all parts of Australia. The places where National Roaming is available may change at our discretion. If National Roaming is activated on Your Service, it will commence automatically when You move outside of the Mobile Coverage Area and into an area where National Roaming is available. It may take up to 30 minutes for National Roaming to cease once You move back into the Mobile Coverage Area.
- 13.6 When Roaming, You are charged both for calls You or (where applicable) an Additional Mobile User receives as well as calls You or the Additional Mobile User makes. 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.
- 13.7 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 or an Additional Mobile User are Roaming and that we do not guarantee the quality and reliability of the Service when You or an Additional Mobile User are Roaming. You also agree that You or an Additional Mobile User 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 24.4 of this Service Description.
- 14.2 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 I.

## 15. Changing Your Plan

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- 15.1 You cannot change between Post Paid Mobile Multi-User Plans unless we give You specific approval to do so (which we may provide or withhold at our sole discretion, or provide on any particular terms).

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## 16. Your Bill

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- 16.1 You will be provided with electronic bills in accordance with clause 6 of the General Terms. Summary Paper Bills and Detailed Paper Bills are not available for the Post Paid Multi-User Mobile Service.
- 16.2 Your Billing Period Date will be outlined on Your bill.
- 16.3 If You do not pay Your bill by the due date, You must pay us the **Late Payment Fee** listed in clause 24.4 of this Service Description.

## 17. Call Barring

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- 17.1 You are able to bar certain calls from being made from Your Service. Call barring can only be requested by You, 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.
- 17.3 If You request to bar certain calls from being made from a single Plan Number on Your Multi-User Mobile Account then those calls will be barred for all Plan Numbers on Your Multi-User Mobile Account.

## 18. Number Portability

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- 18.1 We will not charge You for Porting Your existing mobile telephone number from another service provider to us. We will not charge You for Porting the existing mobile telephone number of a person you nominate to become a Additional Mobile User 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 the 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.
- 18.3 We will notify You if the Port request has not been successfully confirmed. Porting Your number to another service provider automatically terminates Your Plan. Porting an Additional Mobile Number to another service provider automatically cancels Your Service in so far as it relates to that Additional Mobile Number, but not otherwise.
- 18.4 Your Service and Commitment Period do not commence until the successful Port of the existing mobile telephone number. However, if the Port request is not successful, we will allocate a new mobile telephone number for Your Service and any Plan Numbers, and Your Service and Commitment Period will commence from the date we allocate You the new mobile telephone number.
- 18.5 Subject to our approval, You may Port an existing mobile telephone number of another person to a Multi-User Mobile Account. The Port must be authorised by the ROU Holder of the mobile telephone number, and we may require You to accept a transfer of the number from that other person to You by completing a Change of Account Holder form. We cannot

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Port a mobile telephone number to You without the consent of the ROU Holder of that number.

- 18.6 If You elect to Port Your mobile telephone number (or an Additional Mobile Number for Your account, where applicable) to another service provider, You must pay us the **Port Out Fee** listed in clause 24.4 of this Service Description. If, when Porting an Additional Mobile Number to another service provider, You require the number to be held in the name of another person following Porting, we may require You to first transfer the number to that other person by completing a Change of Account Holder form. You will only be permitted to transfer the Additional Mobile Number to that person if that person meets the eligibility criteria for a Post Paid Mobile Service and that person agrees to be liable for any charges incurred until the successful Port of the Additional Mobile Number, with such charges to be calculated on the basis that Your Plan was operating on a Casual Basis.

## 19. Data

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- 19.1 If a Handset has the technical capability, You (or an Additional Mobile User, where applicable) may send and receive GPRS Data. If You (or an Additional Mobile User) transmit or receive GPRS Data through the Service, You will be charged the Data Rate specified in the annexure of this Service Description applicable to Your Plan.
- 19.2 The size of any GPRS Data is dependent on the technical capabilities of the relevant Handset. For example, the size of any GPRS Data any user of the Service receives may be substantially different from that being sent to that user. The size of any GPRS Data any user of the Service sends may be substantially different from that which is received by the person to whom the user is sending it.
- 19.3 We charge You for the amount of the GPRS Data received by a Handset used by You or anyone else in connection with Your Service, and the amount of GPRS Data sent from a Handset used by You or anyone else in connection with Your Service.
- 19.4 When calculating GPRS Data usage, we will;
- (a) round up:
    - (i) to the next kilobyte at the end of each data transmission if You are connected to the Crazy Simple Saver Plan in Annexure 1; or
    - (ii) to the next 10 kilobytes if You are connected to any other Plan.
  - (b) regard 1024 bytes as 1 kilobyte (KB);
  - (c) regard 1024 kilobytes as 1 megabyte (MB); and
  - (d) regard 1024 megabytes as 1 gigabyte (GB).
- 19.5 If You connected to Your Plan on or after 3 February 2010, You may add a Mobile Internet to Your Plan. You may only do so at the time of making Your Application.
- 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 24.4. You will be required to pay us the **Mobile Internet Pack Monthly Fee** specified in clause 24.4 for the Included Data Credit You have selected.

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- 19.7 Your GPRS Data usage will be deducted from Your Included Data Credit in Your Mobile Internet Pack. Once You exceed Your Included Data Credit You will be charged the Data Rate specified in the annexure of this Service Description applicable to Your Plan.
- 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 Billing Period cannot be used in subsequent Billing Periods.
- 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 Data Rate in the annexure applicable to Your Plan only apply to Your GPRS Data usage.

## **20. Multi-User Mobile Accounts / Multi-User Business Accounts**

### **Important – please note**

Before 3 February 2010, Multi-User Mobile Accounts were called 'Multi-User Business Accounts'.

- 20.1 Multi-User Mobile Accounts allow You to add one or more additional mobile telephone numbers to Your account, each having its own activated SIM card (subject to the limits set out below). To obtain a Multi-User Mobile Account You must still meet the eligibility criteria set out in clause 3 of this Service Description.
- 20.2 To apply for a Multi-User Mobile Account, You must complete an Application specifying that You wish to be the Primary Mobile Account Holder on a Multi-User Mobile Account and specifying at least four Additional Mobile Numbers for Your Multi-User Mobile Account. A minimum of four Additional Mobile Numbers must be linked to a Multi-User Mobile Account at any one time.
- 20.3 You may cancel an Additional Mobile Number at any time. Upon such cancellation, we will remove that Additional Mobile Number from Your Multi-User Mobile Account. To cancel an Additional Mobile Number on Your Multi-User Mobile Account, we may require You to complete an application form we make available for that purpose. However the cancellation of Additional Mobile Numbers is subject to the following restrictions:
- (a) the cancellation of an Additional Mobile Number before the expiry of the Individual Commitment Period for that Additional Mobile Number may require You to pay Early Termination Charges, calculated in accordance with Your Plan; and
  - (b) You will not be permitted to cancel an Additional Mobile Number if that would result in there being less than five Plan Numbers in total for Your Multi-User Mobile Account at that time.
- 20.4 An Additional Mobile Number may be added to Your account at any time, subject to our approval. To add an Additional Mobile Number to Your Multi-User Mobile Account, we may require You to complete an application form we make available for that purpose. A maximum of 20 Additional Mobile Numbers can be linked to a Multi-User Mobile Account at any one time.
- 20.5 The making of calls, sending of messages and transmission of data through any Additional Mobile Numbers linked to Your account forms part of the usage of Your Service.

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- 20.6 You will receive a single bill for all usage of Your Service, which includes all usage by You and any Additional Mobile Users, as well as the payments due for any Handsets purchased from us. You are responsible and liable for the payment of all charges on that bill.
- 20.7 When You create a Multi-User Mobile Account, the Contract for Your Service remains between You and Us. However, You are responsible and liable to us for anything done or failed to be done by any Additional Mobile User in relation to the Service which would, if done or failed to have been done by You, have resulted in a breach of Your Contract. You must not permit an Additional Mobile User to do or fail to do anything which would, if done by You or failed to have been done by You, cause You to be in breach of Your Contract with us.

## **21. My Mates Option (formerly known as Virtual Office Option)**

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- 21.1 Where permitted by the terms of Your Plan, You may add the My Mates Option to Your Service at any time. If You have a Multi-User Mobile Account, the Virtual Data Option may be added to any Plan Number.
- 21.2 A My Mates Option is a monthly recurring amount that is charged to Your bill.
- 21.3 If You add the My Mates Option to Your Service, You must pay us the **My Mates Option** amount set out in clause 24.4. If You have a Multi-User Mobile Account and You add the My Mates Option to a Plan Number, You must pay us the **My Mates Option** amount set out in clause 24.4 for each Plan Number.
- 21.4 If You add the My Mates Option to a Plan in relation to a Plan Number, voice calls made within Australia from that Plan Number to other Plan Numbers will not be charged to Your account or deducted from Your Standard Included Credit for that Plan Number.
- 21.5 If You add the My Mates Option to a Plan in relation to a Plan Number, calls for voicemail retrieval made within Australia will not be charged to Your account or deducted from the Standard Included Value for that Plan Number.
- 21.6 You may terminate the My Mates Option at any time.
- 21.7 The My Mates Option does 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.
- 21.8 The My Mates Option is subject to the limitations set out in the Fair Use Policy.

## **22. CJ Data Option**

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- 22.1 Where permitted by the terms of Your Plan, You may add the CJ Data Option to Your Service at any time. If You have a Multi-User Mobile Account, the CJ Data Option may be added to any Plan Number.
- 22.2 A CJ Data Option is a monthly recurring amount that is charged to Your bill.
- 22.3 If You add the CJ Data Option to a Plan in relation to a Plan Number, You must choose one of the Included Data Credit levels we offer, as set out in clause 24.4. You will be

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required to pay us the monthly fee specified in clause 24.4 in respect of the Included Data Credit You have selected for that Plan Number.

- 22.4 GPRS Data usage will be deducted from the Included Data Credit available for the relevant Plan Number. Once the Included Data Credit is exceeded for a Plan Number, You will be charged the Data Rate specified in Your Plan for any additional transmission or receipt of GPRS Data through that Plan Number.
- 22.5 The Included Data Credit for a CJ Data Option can be used only in the Billing Period for which the CJ Data Option is purchased. Any unused Included Data Credit for any given Billing Period cannot be used in subsequent Billing Periods and cannot be applied towards another Plan Number.
- 22.6 Adding a CJ Data Option does not affect the other rates that apply to a Plan. The monthly fee for the CJ Data Option only applies to GPRS Data usage.
- 22.7 The CJ Data Option does 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.
- 22.8 The CJ Data Option is subject to the limitations set out in the Fair Use Policy.

### **23. Cancellation**

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- 23.1 The General Terms and the Fair Use Policy set out the circumstances in which we may cancel Your Service.
- 23.2 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.
- 23.3 Where we have a right to cancel Your Service under the General Terms and the Fair Use Policy, and we are satisfied that the right has arisen because of something done or not done in connection with a specific Additional Mobile Number, we may (but are not obliged to) cancel Your Service only in so far as it relates to that Additional Mobile Number, rather than cancelling the Service as a whole.
- 23.4 When an Additional Mobile Number is cancelled:
- (a) You will not be able to use the Additional Mobile Number after the Cancellation Date;
  - (b) subject to any disputes that You have with us, You agree to pay promptly for any fees and charges incurred for Your use of the Additional Mobile Number and equipment until the cancellation date and to pay us in full for any equipment that You have agreed to purchase from us;
  - (c) You will return our equipment (excluding Handsets) within 60 days of the cancellation date to us or to our nominated agent;
  - (d) You will pay the Early Termination Charge applicable to the cancellation of the Additional Mobile Number, as listed in the relevant Plan.

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- (e) You will no longer have the right to use the allocated mobile telephone number for the Additional Mobile Number, unless You have ported the Mobile Number to another carrier.
  - (f) Your Contract remains in effect after the Cancellation Date until such time as all outstanding fees and charges on Your account, including any applicable Early Termination Charge, are paid to us or our nominated agent.

## **24. Call Charges**

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- 24.1 All fees and charges contained in this Service Description and the annexures are inclusive of GST, unless otherwise stated.
- 24.2 You will be charged at the rates stated in the annexure applicable to Your Plan for the Services You (or, where applicable, any Additional Mobile Users) use.
- 24.3 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).

24.4 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
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
Port Out Fee	\$8.00
My Mates Option (per Plan Number)	\$5.00 per month
CJ Data Option (per Plan Number)	
(500MB Included Data Credit)	\$15.00 per month
(1000MB Included Data Credit)	\$20.00 per month
Mobile Internet Pack (per Plan Number)	
(5MB Included Data Credit)	\$1.00 per month
(30MB Included Data Credit)	\$5.00 per month
(500MB Included Data Credit)	\$15.00 per month
(1000MB Included Data Credit)	\$20.00 per month

**Annexure 1: Crazy Simple Saver Plans (Multi-User Business Account connected before 3 February 2010)**

**Important – please note**

This Annexure applies to Crazy Simple Saver Plans on Multi-User Business Accounts connected before 3 February 2010. If Your Multi-User Business Account was connected before that date, this Annexure 1 will also apply to any Additional Mobile Numbers that You add to Your Multi-User Business Account on or after 3 February 2010.

Otherwise, if Your Multi-User Mobile Account was connected on or after 3 February 2010, please refer to Annexure 2 for the terms applicable to Your Crazy Simple Saver Plan.

**1. Service Charges**

1.1 For each Plan Number for Your Plan, we will charge You a Minimum Monthly Commitment amount in each Billing Period as specified in Your Application.

1.2 For each Plan Number for Your Plan, we will charge You 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 24.3 of this Service Description, at the rates stated in those clauses,

during each Billing Period.

1.3 The charges for different types of usage referred to in paragraph 1.2 above made through a Plan Number for Your Plan will be deducted from the Standard Included Value for that Plan Number and charged to You, as follows:

Type of Call	How it is charged in each Billing Period
Services classified as 'Basic Services' in the table in paragraph 1.6 below.	First, these charges are deducted from the Standard Included Value for the relevant Plan Number .  For any Billing Period where the Standard Included Value for the relevant Plan Number has been exhausted (by deducting these and any other charges), You will be billed for those excess charges in addition to the Minimum Monthly Commitment amount referred to in paragraph 1.1 above.
Services classified as 'Other Services' in the table in paragraph 1.6 below.	These charges are not included within the Standard Included Value for the Plan Number. You will be billed for these charges in addition to the Minimum Monthly Commitment amount referred to in paragraph 1.1 above.

- 1.4 We will also charge You for any additional services You or any Additional Mobile User use and which are described in the 'Other charges' section of clause 24.4 of this Service Description, at the rates stated in that clause. Those charges are not included within the Standard Included Value for any Plan Number.
- 1.5 The following charges apply to each Plan Number for Your Plan (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 is subject to the application of any Bonus Options You are entitled to receive):

<b>Monthly Commitment per Plan Number</b>	<b>Standard Included Value per Plan Number</b>
<b>\$10</b>	<b>\$5</b>

Flagfall (applies to all voice and video calls except where otherwise stated)	0c
Standard Call Rate (per minute, charged per second block on a pro rata basis) to Australian fixed-line or mobile telephone number – excludes Premium Services, International Calls and calls to Special Numbers	22c
Video Call Rate (per minute, charged per second block on a pro rata basis) to Australian fixed-line or mobile telephone number – excludes Premium Services, International Calls and calls to Special Numbers	50c
SMS – Domestic	\$0.165
My Mates Option Available	Yes
CJ Data Option Available	Yes

**Important – please note**

When Roaming, separate charges apply – see paragraph 1.6 for details.

- 1.6 You will be charged at the following rates for each of the following Services used by You or any Additional Mobile Users:

**USAGE CHARGES – BASIC SERVICES**

**Description of the Service**

**AUD**

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)	Flagfall plus Standard Call Rate applies
Callscreen Service	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)	Flagfall plus \$0.00 per 30 seconds
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)	Flagfall plus Standard Call Rate applies
Data Calls	Standard Call Rate applies
Data Rate (Pay As You Go)	\$2.05 per megabyte
SMS Delivery Report	\$0.05 per message
SMS – International	35c per message
MMS	50c per message
Video MMS	75c per message
International Calls	See clause 24.3
Directory Assistance ( 011, 0103, 122, 1225, 123, numbers starting with '123' or '15')	\$1.50 Flagfall plus \$0.65 per 30 seconds
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)	
Forwarded calls (all numbers excluding Voicemail and Callscreen Service)	Flagfall plus Standard Call Rate applies

#### **USAGE CHARGES – OTHER SERVICES**

Premium Services	Charged at advertised rate
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

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1.7 You may be required to make an upfront payment of Your Monthly Commitment for Your first month under the Plan if we request You to do so.

**2. Commitment Periods**

2.1 Your Commitment Period is initially 12 months under this Plan. Whenever You link an Additional Mobile Number to Your Plan, Your Commitment Period will be extended so that it expires at the same time as the Individual Commitment Period for that Additional Mobile Number. This means that linking Additional Mobile Numbers to Your Multi-User Mobile Account after the start of Your Commitment Period will extend Your Commitment Period, and Your Commitment Period will only expire once the Individual Commitment Periods for all Additional Mobile Numbers linked to Your Multi-User Mobile Account have expired.

2.2 Unless stated otherwise in Your Application, the Individual Commitment Period for an Additional Mobile Number under this Plan is 12 months.

**3. Standard Included Value**

3.1 On each Billing Period Date, each Plan Number will receive the amount of Standard Included Value set out in paragraph 1.5 of this annexure. The Standard Included Value will apply to particular types of usage through that Plan Number based on the rules set out in paragraph 1.3 of this annexure.

3.2 Any Standard Included Value which is not used by the end of a Billing Period cannot be used in subsequent Billing Periods and cannot be applied towards another Plan Number for Your Service.

**4. Early Termination Charge**

4.1 Your Early Termination Charge for each Plan Number is calculated in accordance with the following formula:

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

4.2 Where Your Service is cancelled or terminated, You will be required to pay the Early Termination Charge for all Plan Numbers connected to Your Account at the time of cancellation or termination. When Your Service is only cancelled or terminated with respect to one or more Plan Numbers, but not as a whole, You will only be required to pay the Early Termination Charge(s) applicable to the Plan Number(s) in respect of which the Service has been cancelled or terminated.

**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 Following the end of an Individual Commitment Period, the Additional Mobile Number will remain on the same terms of Your Plan on a Casual Basis.

5.3 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 2: Crazy Simple Saver Plans (Multi-User Mobile Account connected on or after 3 February 2010)

### Important – please note

This Annexure applies to Crazy Simple Saver Plans on Multi-User Mobile Accounts connected on or after 3 February 2010. If Your Multi-User Business Account was connected before 3 February 2010, please refer to Annexure 1 for the terms applicable to Your Crazy Simple Saver Plan.

### 1. Service Charges

- 1.1 For each Plan Number for Your Plan, we will charge You a Minimum Monthly Commitment amount in each Billing Period as specified in Your Application.
- 1.2 For each Plan Number for Your Plan, we will charge You 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 24.3 of this Service Description, at the rates stated in those clauses,
- during each Billing Period.
- 1.3 The charges for different types of usage referred to in paragraph 1.2 above made through a Plan Number for Your Plan will be deducted from the Standard Included Value for that Plan Number and charged to You, as follows:

Type of Call	How it is charged in each Billing Period
Services classified as 'Basic Services' in the table in paragraph 1.6 below.	First, these charges are deducted from the Standard Included Value for the relevant Plan Number .  For any Billing Period where the Standard Included Value for the relevant Plan Number has been exhausted (by deducting these and any other charges), You will be billed for those excess charges in addition to the Minimum Monthly Commitment amount referred to in paragraph 1.1 above.
Services classified as 'Other Services' in the table in paragraph 1.6 below.	These charges are not included within the Standard Included Value for the Plan Number. You will be billed for these charges in addition to the Minimum Monthly Commitment amount referred to in paragraph 1.1 above.

- 1.4 We will also charge You for any additional services You or any Additional Mobile User use and which are described in the 'Other charges' section of clause 24.4 of this Service Description, at the rates stated in that clause. Those charges are not included within the Standard Included Value for any Plan Number.
- 1.5 The following charges apply to each Plan Number for Your Plan (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 is subject to the application of any Bonus Options You are entitled to receive):

<b>Monthly Commitment per Plan Number</b>	<b>Standard Included Value per Plan Number</b>
<b>\$10</b>	<b>\$10</b>

Flagfall (applies to all voice and video calls except where otherwise stated)	0c
Standard Call Rate (per second) to Australian fixed-line or mobile telephone number – excludes Premium Services, International Calls and calls to Special Numbers	1c
Video Call Rate (per minute, charged per second block on a pro rata basis) to Australian fixed-line or mobile telephone number – excludes Premium Services, International Calls and calls to Special Numbers	50c
SMS – Domestic	\$0.15
Data Rate (Pay As You Go) (per megabyte)	10c
My Mates Option Available	Yes
CJ Data Option Available	No

**Important – please note**

When Roaming, separate charges apply – see paragraph 1.6 for details.

- 1.6 You will be charged at the following rates for each of the following Services used by You or any Additional Mobile Users:

**USAGE CHARGES – BASIC SERVICES**

**Description of the Service**

**AUD**

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)	Flagfall plus Standard Call Rate applies
Callscreen Service	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)	Flagfall plus \$0.00 per 30 seconds
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)	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
International Calls	See clause 24.3
Directory Assistance ( 011, 0103, 122, 1225, 123, numbers starting with '123' or '15')	\$1.50 Flagfall plus \$0.65 per 30 seconds
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)	
Forwarded calls (all numbers excluding Voicemail and Callscreen Service)	Flagfall plus Standard Call Rate applies

<b>USAGE CHARGES – OTHER SERVICES</b>	
Premium Services	Charged at advertised rate
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

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1.7 You may be required to make an upfront payment of Your Monthly Commitment for Your first month under the Plan if we request You to do so.

2. **Standard Included Value**

2.1 On each Billing Period Date, each Plan Number will receive the amount of Standard Included Value set out in paragraph 1.5 of this annexure. The Standard Included Value will apply to particular types of usage through that Plan Number based on the rules set out in paragraph 1.3 of this annexure.

2.2 Any Standard Included Value which is not used by the end of a Billing Period cannot be used in subsequent Billing Periods and cannot be applied towards another Plan Number for Your Service.

3. **Early Termination Charge**

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

3.2 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 for the Plan Number(s) in respect of which the Service has been cancelled or terminated.