
Crazy John's Standard Form of Agreement

Introduction

This document is the Standard Form of Agreement for the supply of Crazy John's mobile telecommunications service.

The document contains the following sections:

- (a) **Part A-** General Terms
- (b) **Part B-** Post Paid Mobile Service Description (for Plans connected, or changed to, on or after 7 July 2010)
- (c) **Part C-** Staff Post Paid Mobile Service Description
- (d) **Part D-** Fair Use Policy
- (e) **Part E-** Prepaid Mobile Service Description
- (f) **Part F-** Post Paid Mobile Service Description (for Plans connected, or changed to, before 7 July 2010)
- (g) **Part G-** Acceptable Broadband Use Policy
- (h) **Part H-** Prepaid Mobile Broadband Service Description
- (i) **Part I-** Post Paid Multi-User Mobile Service Description
- (j) **Part J –** Post Paid Mobile Broadband Service Description

Together all ten sections comprise the terms and conditions on which:

- we will supply the Service to You; and
- You may use the Service supplied to You.

Part A: General Terms

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Section A.1: Terms that apply to all customers

1. Your Contract

1.1 The Contract

- (a) Your contract is between You and Mobileworld Operating Pty Ltd (ABN 49 090 451 433) trading as Crazy John's.
- (b) Your contract with us in respect of each Service (the Contract) is made up of the following:
 - (i) if You are a Mobile Customer:
 - (A) if You are a Prepaid Mobile Customer, any terms and conditions provided to You before, or agreed to at the time, You activate Your Service;
 - (B) if You are a Post Paid Mobile Customer, the terms You agreed to in Your Application, whether made on paper, online or over the phone, or the terms You agreed to when changing Your Plan (where the terms of Your Plan allow You to do so);
 - (C) the Service Description for the relevant Service;
 - (D) the Crazy John's Fair Use Policy;
 - (E) Section A.1 of these General Terms; and
 - (F) Section A.2 of these General Terms.
 - (ii) If You are an Internet Customer:
 - (A) if You are a Prepaid Broadband Customer, any terms and conditions provided to You before, or agreed to at the time, You activate Your Service;
 - (B) if You are a Post Paid Broadband Customer, the terms You agreed to in Your Application, whether made on paper, online or over the phone, or the terms You agreed to when changing Your Plan (where the terms of Your Plan allow You to do so);
 - (C) the Service Description for the relevant Service;
 - (D) the Crazy John's Acceptable Broadband Use Policy;
 - (E) the Crazy John's Fair Use Policy;
 - (F) Section A.1 of these General Terms; and
 - (G) Section A.3 of these General Terms.
- (c) Any inconsistency between the documents referred to in paragraph (b) will be resolved in favour of the document that is listed first.

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- (d) These General Terms, together with the Service Descriptions, Fair Use Policy and Acceptable Broadband Use Policy, constitute our Standard Form of Agreement for the purposes of the Act. Our Standard Form of Agreement is legally binding on You and us to the extent that it relates to Your Service unless we have agreed to different terms.
 - (e) Certain words used in Your Contract are given a specific meaning in the dictionary located in Schedule 1 of these General Terms.
 - (f) The terms of Your Contract may be varied by the terms and conditions of any Special Promotions that apply to Your Service, and of which You are told in accordance with clause 1.10 of these General Terms.

1.2 Customer Contact Centre

We will provide You with a Customer Contact Centre, which can be contacted on 1300 303 646, 7 days a week. The opening hours of the Customer Contact Centre are available online at www.crazyjohns.com.au. You are also able to submit queries to us online by using our self care portal, which You can gain access to by visiting our website at www.crazyjohns.com.au/myaccount.

1.3 How long does this Contract last?

- (a) This Contract between You and us commences:
 - (i) if You are a Prepaid Mobile Customer, when You activate Your Prepaid Mobile Service; or
 - (ii) if You are a Prepaid Broadband Customer, when You activate Your Prepaid Mobile Broadband Service;
 - (iii) if You are a Post Paid Mobile Customer, when You complete Your Application, either on paper, online or over the telephone with our Customer Contact Centre; or
 - (iv) if You are a Post Paid Broadband Customer, when You complete Your Application, either on paper, online or over the telephone with our Customer Contact Centre.
- (b) Your Contract continues until the Service is cancelled in accordance with this Contract or we notify You that we have refused Your Application for the Service.
- (c) If applicable to Your Service, Your Commitment Period, and Your first Billing Period, commence on the date on which we first begin supplying You with Services. The terms of Your Plan may state that in some circumstances when You change Your Plan Your Commitment Period will restart on a particular date. In those cases the new Commitment Period will be taken to apply to Your Plan with effect from the date of the restart and will be taken to have commenced on the date of the restart.

1.4 How can we make a minor change to this Contract?

- (a) We can make a change to this Contract without notifying You if we reasonably consider that the change benefits You or has a neutral impact on You.
- (b) We can also make a change to this Contract that could be reasonably expected to adversely affect You. We will provide you with reasonable notice of such a change having regard to:
 - (i) the nature of the change;
 - (ii) the means by which notice is to be provided;
 - (iii) the length of time remaining before the change takes effect; and
 - (iv) any other matter that is reasonably relevant.
- (c) If You can demonstrate that the change has more than a minor detrimental impact on You and is not a change described in clause 1.6 of these General Terms, You may cancel the Service on a No Cost Basis.

1.5 Specific situations in which we can change this Contract

- (a) We can vary fees charged for administration services (for example billing or credit card processing), or introduce new fees for administration services, provided we give You Personal Notice of the change. At that time we may offer You an alternative at no additional cost. You may cancel the Service on a No Cost Basis if we do not offer You an alternative at no additional cost.
- (b) We may increase the charges for GPRS Data or Premium Services that we provide to You if a third party, on whom we rely to provide the Service, increases the cost of those services. Where You have accessed GPRS Data or Premium Services in the last 6 months, we may only increase these charges if:
 - (i) we give You prior notice of the change; and
 - (ii) we allow You to choose not to use those services without incurring additional charges.
- (c) We can make a change to the Contract that results from an amendment to our arrangements with our Suppliers provided we:
 - (i) give You prior Personal Notice of the change; and
 - (ii) allow You to cancel the Service within 42 days of that notice on a No Cost Basis.
- (d) We can make a change to the Contract without telling You, if:
 - (i) we vary our charges for international services and International Roaming services (these charges are available on our website); and
 - (ii) we vary our charges, or introduce new charges, relating to a new or varied tax.

1.6 How can we make an urgent change to this Contract

From time to time we may need to make urgent changes to this Contract (e.g. where the change is required by law or to maintain security or for technical reasons). In these situations we will try to give You as much notice as we reasonably can.

1.7 How can we make other changes to this Contract?

- (a) For Fixed-Period Contracts, we can only make other changes if we:
 - (i) are required to by law; or
 - (ii) provide You with Personal Notice of the change we are proposing (including details of how it would affect You) at least 21 days before the change takes effect and allow You to cancel the Service on a No Cost Basis from the date of the notice until the date that is 42 days after the change takes effect.
- (b) We can make other changes to Contracts that are not Fixed-Period Contracts, by giving You at least 30 days Personal Notice of the change.

1.8 How can You change anything in this Contract?

Aside from the things specifically provided for in the Service Description for Your Service as things which You can change, You cannot make any changes to this Contract without first obtaining our written consent.

1.9 What will happen at the end of the Commitment Period for a Fixed-Period Contract?

- (a) If neither You nor we cancel the Service at the end of the Commitment Period, we will continue to supply the Service to You until either we give You 30 days notice of its termination, or You notify us that You wish to cancel the Service. The Contract will not be a Fixed-Period Contract after the end of the Commitment Period.
- (b) If You do not wish to continue to use the Service after the end of the Commitment Period, You must cancel the Service in accordance with clause 8 of these General Terms by the end of the Commitment Period.
- (c) If we do not wish to continue providing the Service to You at the end of the Commitment Period, or if we wish to change the terms of the Contract, including charges for supply, then we will inform You of this at least 30 days before the end of the Commitment Period.

1.10 Special Promotions

- (a) From time to time we may, in our discretion, offer Special Promotions in connection with any of our Services.
- (b) We will tell You about any Special Promotions that apply to Your Service. We will also give You a copy of the terms and conditions applicable to that Special Promotion. You must comply with those terms and conditions to be eligible to receive the Special Promotion.

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- (c) You will be bound by and entitled to the benefit of a Special Promotion which was provided to You at the time of making Your Application (in which case You will be bound to comply with its terms). If we tell You about the terms of a Special Promotion for a particular Service after we start providing that Service to You then You may choose whether to receive the benefit of that Special Promotion. If You choose to receive the benefit of that Special Promotion You will be bound to comply with its terms. If You don't choose to receive the benefit of the Special Promotion You will not be bound to comply with its terms.

2. Your Application for the Supply of this Service

2.1 The Service

The Service that You have selected is detailed:

- (a) if You are on a Post Paid Plan, in Your Application for that Service and in the Service Description that applies to the Service You have selected; or
- (b) if You are on a Prepaid Plan, in the Service Description for Your Service and in any terms and conditions supplied to You before, or at the time, You activate Your Service.

2.2 When can we refuse Your Application?

- (a) When You request a Service from us we will determine whether to provide it to You based on the following:
- (i) Your eligibility to receive the Service;
 - (ii) You meeting our credit requirements;
 - (iii) its availability to You; and
 - (iv) the particular terms of the Service.
- (b) If we refuse Your Application, we will notify You within 7 days of making that decision. This Contract will terminate on the issue of that notice.

2.3 What You need to know about transferring an existing Service to us

- (a) Our terms and conditions may be different to those of Your previous service provider.
- (b) When You agree to transfer a Service to us, You authorise us to act on Your behalf with Your current service provider so that we can transfer the Service. We will try to transfer the Service to us as soon as practicable but are not liable for any failure or delay in transfer.
- (c) It is Your responsibility to check the terms of Your contract with Your current service provider and to determine any consequences of transferring the Service from them to us. We are not responsible for any of these consequences.

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- (d) It is Your responsibility to pay any amounts owed by You to Your previous service provider. We are not responsible for any credit amounts owed to You by Your previous service provider.

2.4 How we deal with Your Personal Information

- (a) This clause 2.4 only applies where You are a natural person. If You are, we may collect Personal Information about You. We are required to comply with the Privacy Act 1988 (Cth) and other applicable laws, which restrict how we can deal with Your Personal Information. For more information about our privacy policies and practices, please read the **Crazy John's Privacy Policy** which is available from our website at www.crazyjohns.com.au/privacy or by contacting our Customer Contact Centre, or our Privacy Officer on (03) 9695 0222 or privacy@crazyjohns.com.au.
- (b) You acknowledge and agree that:
- (i) If You do not supply the information we request in Your Application, we may not be able to provide the Services and equipment that You have requested to You.
- (ii) We will use and disclose Your Personal Information to the extent necessary:
- (A) to assess any Application by You for Services and equipment to be provided by us;
- (B) to provide the Services and equipment to You and for purposes related to this (including billing You and administering Your account and the investigation or resolution of disputes relating to any Services and equipment provided to You);
- (C) to collect payments that are overdue in respect of any Services and equipment provided by us; and
- (D) to carry out market and product analysis and assist us with marketing products and services to You.
- (iii) For these purposes we may disclose Your Personal Information:
- (A) to our Suppliers (including service and Content providers), contractors, dealers and agents for the purpose of enabling us to provide the Services and equipment or other services or information to You (including the investigation and resolution of disputes or complaints concerning the provision of the Services and equipment), and we may disclose to those parties information regarding particulars of calls and call charges;
- (B) to government agencies or individuals appointed by a government responsible for the investigation and resolution of disputes or complaints concerning Your use of the Services and equipment for the purpose of enabling investigation and resolution of those disputes or complaints;

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- (C) to anyone to whom our business (or any part of it) or this Contract is transferred;
 - (D) to our related bodies corporate; or
 - (E) where You have otherwise consented.
- (c) You acknowledge that in certain circumstances, we may be permitted or required by applicable laws to use or disclose Personal Information about You, including Your name, address, service number and other details. Such uses or disclosures may include, without limitation:
- (i) disclosures to the operator of the Integrated Public Number Database for the purposes of inclusion in that database to facilitate the management and verification of telephone numbers, assistance to emergency services and law enforcement agencies and other approved purposes. This obligation is mandatory, and includes customers who are unlisted, are registered on the Do Not Call Register or have their mobile phone numbers permanently barred;
 - (ii) disclosures to law enforcement agencies for purposes relating to the enforcement of criminal and other laws;
 - (iii) uses or disclosures to assist in the recovery of lost or stolen equipment;
 - (iv) uses or disclosures in accordance with orders made by a court or if required or authorised by law;
 - (v) uses or disclosures to lessen or prevent serious threats to an individual's life, health or safety, or to public health or safety; or
 - (vi) uses or disclosures to assist in our internal investigations into suspected fraud or other unlawful activities.
- (d) We may use Your Personal Information to contact You, by means including phone calls, post, SMS, MMS and e-mail, about the products and services offered by us. We may use any email address you provide to us at any time for this purpose. In particular, when You make an Application, we will usually tell You that we will contact You towards the end of Your Commitment Period to let You know the options that are available to You.

If Your Contract terminates or expires or if You make a request to be removed from our commercial electronic message distribution list, we will remove You from our commercial electronic message distribution list. You agree and acknowledge that this removal may take up to 5 business days to take effect and You may continue to receive commercial electronic messages from us for up to 5 business days after the date of Your request to be removed from the distribution list or the date of termination or expiry of Your Contract.

Notwithstanding section 18(1) of the *Spam Act 2003*, You agree that any commercial electronic message that we send You will not contain an electronic address that You may use to send an unsubscribe message to us.

If You do not want us to use Your Personal Information in this way, You can let us know by calling our Customer Contact Centre or our Privacy Officer on (03) 9695 0222, or by emailing us at privacy@crazyjohns.com.au.

- (e) We will provide You with access to most Personal Information that we have about You, but sometimes that will not be possible, in which case we will tell You why. If You want to find out what information we have about You, please contact our Customer Contact Centre, or our Privacy Officer on (03) 9695 0222 or email us at privacy@crazyjohns.com.au.
- (f) If You think that any Personal Information we hold about You is not accurate, complete and up-to-date, You may request us to correct that information. We will take reasonable steps to correct such Personal Information unless we disagree with You about whether the information is accurate, complete and up-to-date.
- (g) Clause 2.5 contains further information on how we may also use and disclose Your Personal Information to perform credit checks.

2.5 Consent to Credit Check

- (a) This clause 2.5 applies whether You are a natural person or a company.
- (b) We may perform credit checks on You.
- (c) You understand and agree that we may:
 - (i) give Personal Information about You to a credit reporting agency in order to obtain a consumer credit report about You and to allow the credit reporting agency to create or maintain a credit information file about You. Such information may include:
 - (A) Your identity particulars;
 - (B) the fact that You have applied for Crazy John's Services and equipment and the credit terms (if any) of those Services;
 - (C) information relating to Your account with Crazy John's (including payments which become overdue for more than 60 days and for which collection action has been commenced, that cheques drawn by You for \$100 or more have been dishonoured more than once or that payments are no longer overdue);
 - (D) that court judgments or bankruptcy orders have been made against You; or
 - (E) that, in specified circumstances, in the reasonable opinion of Crazy John's, You have committed a serious credit infringement under or in connection with this Contract.
 - (ii) obtain a consumer or commercial credit report containing information about You or about Your commercial activities and commercial credit-worthiness from a credit reporting agency or a business which provides information about the commercial credit worthiness of persons, in order to assess Your credit-worthiness for the Services and equipment You seek from Crazy

John's and to provide and administer those Services and equipment, and to collect overdue payments relating to any commercial credit owed by You; and

- (iii) exchange information about You (including any information about credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988) with other credit providers to assess Your credit-worthiness for the Services and equipment You seek from Crazy John's and to provide and administer the provisions of those Services and that equipment, to notify other credit providers of a default by You, or exchange information with other credit providers as to the status of any amounts owing by You where You are in default with other credit providers.

3. Using the Service

3.1 Allocation and ownership of mobile telephone numbers

- (a) To use the Service we may need to allocate to You one or more identifiers such as a mobile telephone number.
- (b) You do not own the mobile phone number allocated to You, but You have a legal right to use the mobile phone number from the time it is allocated to You. If You terminate Your Service and do not Port the mobile phone number to another service provider, You will lose Your right to use the mobile phone number and the mobile phone number may be issued to another customer in accordance with the Telecommunications Numbering Plan.
- (c) Mobile phone numbers are not owned and controlled by us. Situations may arise where we are required to change the mobile phone number we have allocated to You in order to comply with the Telecommunications Numbering Plan. We will notify You in writing at Your specified address as soon as reasonably practicable if we are required to reallocate or reassign a mobile telephone number or other identifier. We are not liable to You for any loss or damage You suffer in connection with any reallocation or reassignment of a mobile telephone number.
- (d) You may transfer a mobile telephone number to another person with our prior consent. Our consent may be subject to certain conditions, such as You and the other person agreeing to sign certain documentation we make available for such purposes.

3.2 When the Service is connected

- (a) We will try to connect Your Service within a reasonable time after we accept Your Application, or if You are a Prepaid customer, within a reasonable time after You request Your Service to be activated.
- (b) You can request further information on the connection process from us, the Australian Communications and Media Authority or the Telecommunications Industry Ombudsman.

3.3 Quality of the Service

- (a) We will provide the Service to You with due care and skill. In the event of any problem with the Service, we will restore the Service as soon as reasonably possible.
- (b) If You experience a fault with the Service, You should contact our Customer Contact Centre in the first instance.

3.4 Permitted uses of the Service

- (a) If we state that a Service is provided for a particular purpose, You may only use the Service for that purpose.
- (b) You may not wholesale, resell or re-supply the Service to another person (including, but not limited to, transit or aggregate domestic or international traffic) without our prior written consent. If at any time You become a carrier or carriage service provider (as those terms are defined in the Act) You must tell us immediately and we can then cancel, Suspend or Restrict Your Service upon giving You 30 days Personal Notice.
- (c) You must not use the Service to commit, or allow another person to commit, an Offence.
- (d) If Your use of the Service interferes with the operation, safety or efficiency of the Crazy John's Network, You must comply with any reasonable directions that we give You and our Suppliers may require us to Suspend or cancel Your Service.
- (e) Your use of the Service must not breach the Fair Use Policy or Acceptable Broadband Use Policy.

3.5 Obligations regarding Your PIN

- (a) We use Your PIN to identify You when You request access to Your account to make changes to Your Service or to receive other information relating to Your account. We will not grant access to You, or to Your authorised representative, if Your PIN is not correctly quoted, unless You contact the Customer Contact Centre and are able to identify Yourself to our reasonable satisfaction.
- (b) You must not disclose Your PIN to any person unless You consent to them being authorised to make changes to, and manage, Your account and Service with us as Your authorised representative. You will be bound by any directions made by anyone who is able to quote Your PIN in relation to Your Service.
- (c) You must keep Your PIN confidential at all times and stored in a safe place.
- (d) We reserve the right to decline access to the account if we consider the person quoting the PIN is not You or someone authorised by You to have access, but we have no obligation to do so, or make further enquiries if Your PIN is quoted.

3.6 Number blocking

- (a) We may limit or block Your or our customers access to any number(s), and/or services provided or made available by a third party if we reasonably consider it

necessary or appropriate to do so to minimise the risk of our customers, the Crazy John's Network, or us being adversely affected as a result of:

- (i) significant congestion or instability in any part of the Crazy John's Network and/or our administrative systems (including, but not limited to, our billing systems); or
 - (ii) any action, claim, demand, cost, expense, loss, damage or other detriment (whether financial or not); or
 - (iii) the Service being used in a manner contrary to our offers.
- (b) For example, we may limit or block access where continued access to a number(s) or service(s) is reasonably considered by us to result in:
- (i) our customers receiving unusually high Charges (known as bill shock);
 - (ii) increased customer complaints including in relation to the characteristics of the number(s) or the service(s); or
 - (iii) where access is causing us revenue loss.
- (c) If we limit or block access under this clause, we may be required to notify you as set out in clauses 1.4, 1.6 or 1.7.

4. International Mobile Equipment Identity Number

4.1 IMEI Blocking

- (a) You must promptly notify us if Your Handset or any Equipment which has an IMEI number is lost or stolen, quoting that Handset's or Equipment's International Mobile Equipment Identity (*IMEI*) number. We will block that handset or Equipment from use on the Crazy John's Network as soon as practicable after You tell us the IMEI number. We will also pass this IMEI number to other service providers for blocking use on their Networks.
- (b) Our ability to block promptly the use of Your Handset or Equipment which has an IMEI number on another service provider's Network requires the co-operation of those service providers, over which Crazy John's has no control.
- (c) You agree that IMEI blocking is subject to technical limitations and that blocking may not take effect for a period of time after You request blocking to be applied.

4.2 When may we activate IMEI Blocking?

We may activate IMEI blocking on Your Handset or any Equipment which has an IMEI number if we reasonably believe that the Handset or Equipment is lost or stolen. We may choose to exercise our right under this clause in circumstances where You are unaware that Your Handset or Your Equipment is lost or stolen.

4.3 How do I reactivate my Handset or Equipment?

- (a) To reactivate a Handset or Equipment with an IMEI number which has been locked from use on the Crazy John's Network, You must contact the Customer Contact Centre and request that:
 - (i) incoming and outgoing calls be unbarred;
 - (ii) deactivation of IMEI blocking; or
 - (iii) the Service be reactivated.
- (b) You may be required to pay a Reconnection Fee as specified in the Service Description for Your Service in these circumstances. You will not be required to pay a Reconnection Fee if we activated IMEI blocking in circumstances where it was not reasonable for us to believe the Handset or Equipment was lost or stolen.

5. Charges

5.1 What are the charges for using the Service?

- (a) Please refer to the relevant Service Description for detailed information on the charges for the Service You have selected. The charges listed in the Service Description are inclusive of Goods and Services Tax. Some of our charges must be paid in advance.
- (b) Where a charge is expressed to be calculated by reference to a period of time, the relevant provision will be applied on the basis that the words "or part thereof" are inserted after the reference to that period of time.
- (c) You agree to pay all charges incurred in respect of the Service, even if they were not incurred by You personally.
- (d) You agree to pay for the maintenance and repair of any Equipment that You own to use the Service, except where the damage was caused by us, or our employees, agents or contractors, subject to:
 - (i) any manufacturers' warranties that may apply to the equipment; and
 - (ii) if You purchased the Equipment from us, a breach of any warranties that apply to the Equipment in accordance with clause 12.3.
- (e) We can round charges up or down to the nearest whole cent. If You pay a bill by cash, we may round the amount payable by You to the nearest multiple of 5 cents.
- (f) If we owe You an amount, we can deduct that amount from any amounts that You owe to us.

5.2 Types of charges including administration charges and other charges

- (a) In addition to the costs You incur in the normal use of the Service, we can charge You for administration and other similar charges. These will only be a genuine estimate of the costs incurred by us. Examples of these types of costs include an **Early Termination Charge, a Late Payment Fee, a Payment Dishonour Fee, a**

Payment Processing Fee and a **Reconnection Fee**. These charges are set out in the Service Description for that Service.

- (b) You will be liable to pay the **Payment Dishonour Fee** if You pay by cheque and the cheque is dishonoured or You pay by direct debit and there are insufficient funds in Your account.
- (c) You may be liable to pay a **Late Payment Fee** if You do not pay a bill in full by its due date.
- (d) You may be liable to pay an **Early Termination Charge** if:
 - (i) Your Service is disconnected or cancelled because You have not complied with the terms of Your Contract; or
 - (ii) You change to a different Plan before Your Commitment Period has ended (where the terms of the applicable Service Description allow You to do so); or
 - (iii) You have terminated a Fixed-Period Contract at Your convenience as described in clause 8.2 of these General Terms.
- (e) You may be liable to pay a **Reconnection Fee** if You request us to reconnect Your service after we have Suspended, disconnected or cancelled Your service.

5.3 Charges for services provided by other parties

If You use our Service to access a service provided by someone else, and we are charged for that other service, You must pay us for that other service.

6. Payments

6.1 Prepaid Plans

- (a) If You are on a Prepaid Plan You will have to make one or more Pre-Payments that will give rise to credits as follows:
 - (i) For Prepaid Mobile Customers, those Payments give rise to credits on Your Prepaid Mobile Service account. We will deduct from Your credits the charges that You incur in using the Service.
 - (ii) For Prepaid Broadband Customers, those Payments give rise to Prepaid Data Credits on Your Prepaid Mobile Broadband Service account. We will deduct from Your Prepaid Data Credits the amounts of data that You upload or download in using the Service.
- (b) You will not be able to use credits arising from a Pre-Payment until we have received and processed Your payment. The time required for us to receive and process Your payment may vary depending on the payment method that You use.

6.2 When else will You be required to make a Pre-Payment?

- (a) If You are not on a Prepaid Plan, You may still be required, in some circumstances, to pay in advance the estimated cost of using Your Service for the Billing Period.

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- (b) We may ask You to make a Pre-Payment if You have no credit record or history of residence in Australia, or if we have evidence that You have failed to pay outstanding charges on a previous account in Your name for telecommunication services. In these circumstances, You will only be required to make a Pre-Payment for the estimated charges of one Billing Period at one time. Our requirement for Pre-Payment will cease after You have paid the charges and expenses on Your bill for 6 consecutive Billing Periods or 12 months, whichever is the lesser period.
 - (c) The amount of any Pre-Payment is set out in Your Application and/or the Service Description for the Service, or otherwise notified to You.
 - (d) Additionally, we may determine a maximum amount of credit that You are able to hold with us. If, as a result of any arrangements You make with us, the amount You owe us exceeds that limit, we may require You to pay us promptly the difference.
 - (e) If You make a Pre-Payment because You have no credit record or history of residence in Australia, or if we have evidence You have previously failed to pay outstanding accounts in Your name for telecommunication services, the costs and charges for each Billing Period will be deducted from each Pre-Payment.

6.3 Pre-Payments and variations in charges

If we require You to make a Pre-Payment under clause 6.2 of these General Terms in respect of any charges and subsequently those charges are varied or the Service is cancelled, we will refund You any overpayment and You must pay us any further amount that we require as a result of any increase due to that variation.

6.4 How will we bill You?

- (a) Unless some other arrangement has been specified for the particular Services concerned, we will provide You with an online bill which You can view through our self care portal on our website available at www.crazyjohns.com.au/myaccount and we will notify You when a new bill is available. The presentation of electronic bills may be adversely affected by equipment or conditions beyond our control.
- (b) We will also bill You by providing You with a Summary Paper Bill unless:
 - (i) some other arrangement has been specified for the particular Services concerned;
 - (ii) You have elected to only receive bills electronically;
 - (iii) You have requested us to provide You with Detailed Paper Bills; or
 - (iv) You have a Multi-User Account and a Post Paid Multi-User Mobile Service is included on that Multi-User Account.
- (c) You may elect to only receive bills electronically, or to receive Detailed Paper Bills instead of Summary Paper Bills, by contacting the Customer Contact Centre or by accessing our self care portal on our website available at www.crazyjohns.com.au/myaccount.

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- (d) If You request us to provide Detailed Paper Bills, we will provide that to You instead of a Summary Paper Bill and we may charge You the ***Detailed Paper Bill Fee*** for that service.
 - (e) Our bills for the Service will comply with the TCP Code which requires us to provide timely, accurate and verifiable bills.
 - (f) Our bills will contain contact details which You can use to contact us if You have any billing queries.

6.5 What will appear on Your bill?

- (a) We will attempt to include all charges that relate to a Billing Period in the bill for that Billing Period. However, this is not always possible and some charges on a bill may relate to other Billing Periods.
- (b) If You have agreed to purchase Equipment from us pursuant to an arrangement whereby You make regular payments over Your Commitment Period for that Equipment, we will also include on Your bill the amount that You have agreed to pay us under that arrangement. This amount will form part of the total amount You are required to pay us for that Billing Period.
- (c) We will not bill You for any charges that are older than 190 days from the date the charge was incurred by You except where we are permitted to do so by the TCP Code.
- (d) We can charge You for:
 - (i) minimum monthly spend levels or access fees;
 - (ii) calls and other usage charges;
 - (iii) Content and value added services provided with the service;
 - (iv) connection, disconnection and reconnection charges;
 - (v) any premiums or ongoing payments for products You have purchased in conjunction with Your Service (such as handset insurance premiums and extended warranty payments);
 - (vi) Mobile Phone Repayments or Handset Upgrade Fees; and
 - (vii) other charges associated with Your service (including administration charges).

6.6 How often will we bill You?

- (a) We will bill You regularly, however we may also issue an interim bill if we deem it necessary to do so.
- (b) We will usually bill You monthly. We can change this billing frequency at any time.

6.7 What types of payment methods can You use?

- (a) You can pay us by cheque, electronic funds transfer, credit card, direct debit and such other methods as we notify to You from time to time.

6.8 How can You change Your payment method?

- (a) You can change Your method of payment at any time by calling us or writing to us. However, You must obtain our consent to change Your method of payment if we have required You to pay by direct debit because You have repeatedly failed to pay Your bills on time.
- (b) If You elect to cease paying Your bills with us by direct debit, or to commence paying our bills by direct debit where we offer that payment method, this election will apply for all bills issued after the date on which Your election becomes effective. The election will become effective a reasonable period after the date on which You notify us.

6.9 When must You pay Your bills?

You must pay any charges set out on a bill on the date the bill is due for payment.

6.10 What happens if You don't pay Your bills?

- (a) We may cancel, Restrict or Suspend Your Service if You do not pay a bill by the due date, unless You have entered into a payment arrangement with us.
- (b) We reserve the right to refer the matter to a debt collection agency for debt recovery if You have not entered into a payment arrangement with us. You must pay us any reasonable costs that we incur in connection with collecting from You any amounts that have not been paid by the due date. Those costs may include any costs of any third party debt collection agency we may use and any legal costs we incur in connection with such collection.
- (c) We will make reasonable attempts to notify You before cancelling, Suspending or Restricting the Service for late payment.
- (d) If You do not pay a bill in full within two months of its due date or more, we may also require You to provide us with an authority to directly debit Your credit card or bank account.

6.11 Personal hardship

- (a) If You are unable to pay a bill because of personal hardship, You may contact us and seek to be placed on our hardship recognition and assistance program.
- (b) Examples of personal hardship that we may recognize include where:
 - (i) You, or a person on whom You are financially dependant, become unemployed; or
 - (ii) You, or a person who is financially dependent on You, suffer a serious illness or physical or mental incapacity.

6.12 Unusually High Usage

From time to time, we may (but are not obliged to) contact You to verify any costs or charges incurred which relate to Unusually High Usage of the service. This practice assists in preventing the unauthorised use of the Service and helps to protect both You and us.

We do not have any liability for a failure to contact You and You remain liable to pay any charges incurred during a period of Unusually High Usage.

6.13 GST and other taxes

You must pay to us the amount of any GST applicable to a supply we make to You at the prevailing GST rate. You must pay the GST amount without deduction or set-off. We will issue You with a tax invoice for any supply for which GST applies.

7. Complaints and Disputes

7.1 Making complaints

- (a) If You have any complaints in connection with the Service (including complaints about Your bill), You should contact us first to resolve the complaint. We will handle complaints according to the TCP Code.
- (b) We will attempt to acknowledge receipt of Your complaint within 5 business days and handle Your complaint within 30 days. If it is not possible to comply with these timeframes, we will keep You informed of Your complaint's progress. If You are not satisfied with how Your complaint has been handled You may request a supervisor or manager to review Your complaint and our handling of it.
- (c) If Your complaint is not resolved to Your satisfaction, You can take Your complaint through other avenues, such as the Telecommunications Industry Ombudsman or the Office of the Federal Privacy Commissioner or the Department of Fair Trading or Department of Consumer Affairs in Your State or Territory.

7.2 Suspension of payment obligations

Where Your complaint concerns a charge for the use of the Service, we will suspend payment obligations for that charge until the complaint has been investigated and resolved. However, You will still be required to pay us for any other charges that You owe us.

8. Your Rights to Cancel or Suspend the Service

8.1 Your rights to cancel the Service – Contracts other than Fixed-Period Contracts

For Contracts other than Fixed-Period Contracts, You may cancel the Service at any time.

8.2 Your rights to cancel the Service – Fixed-Period Contracts

For Fixed-Period Contracts:

- (a) You may immediately cancel Your Service on a No Cost Basis if:
 - (i) we materially breach an Essential Clause of this Contract in a way that cannot be remedied or, if it can be remedied, we do not remedy that breach within 14 days of Your requesting us to do so in writing;
 - (ii) the law requires You to do so;
 - (iii) provision of the Service is illegal; or

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- (iv) Your Service has been Suspended for one week where there is no fault on Your part.
 - (b) If we make a change to the Contract that gives You the right to cancel the Contract You may do so in accordance with clauses 1.4, 1.5 and 1.7 of these General Terms.
 - (c) You may cancel the Service at any time at Your convenience. The **Early Termination Charge** listed in the Service Description for the Service will apply if You cancel a Fixed Period Contract under this clause before the end of Your Commitment Period.

8.3 What You need to do to cancel the Service

- (a) You can only request a cancellation of the Service by calling our Customer Contact Centre, by requesting it in person at one of our Crazy John's stores, or by sending us a written request, signed by You, at the following address:

Customer Care
250 Ingles Street
Port Melbourne VIC 3207
- (b) Your request will be a notice to cancel the Service and will be effective on the date on which we receive that request. We will not unreasonably refuse Your request, and will action it as soon as we reasonably can. Where You request the cancellation by a letter, it may take us up to 3 working days after the date we receive it to action Your request.
- (c) If You cancel a Service before we commence providing it to You then, in addition to any applicable fees and charges, we can charge You for our reasonable costs of preparing to provide the Service.

9. Our Rights to Cancel, Suspend or Restrict the Service

9.1 Our rights to cancel the Service – Contracts other than Fixed-Period Contracts

For Contracts other than Fixed-Period Contracts, we may cancel the Service by calling You or writing to You. Our call or letter will be a notice to cancel the Service and will be effective 30 days after the date on which we send You that notice. We may exercise our right to cancel the Service under this clause 9.1 at any time, unless You are on a Plan which states that we cannot do so until a certain period of time has elapsed.

9.2 Our rights to cancel the Service – Fixed-Period Contracts

In accordance with clause 1.9 of these General Terms, we may cancel the Service at the end of the Commitment Period by informing You at least 30 days before the end of the Commitment Period. In this situation the cancellation will be effective at the end of the Commitment Period.

9.3 Our rights to cancel, Suspend or Restrict the Service – both Fixed-Period Contracts and other Contracts

In addition to clauses 3.4, 9.1, 9.2 and 9.4, we may cancel, Suspend or Restrict Your Service in the following circumstances:

- (a) immediately if:
 - (i) we reasonably suspect fraud or other illegal conduct by You or anyone using Your Service;
 - (ii) You use the Service in a manner which we consider to be offensive, derogatory, defamatory, harassing, or contrary to the public interest or national security;
 - (iii) You use the Service in connection with a device that switches or reroutes any part of the Service to or from the Crazy John's Network or any other Network;
 - (iv) You wholesale, resell or re-supply any part of the Service (including, but not limited to, transit, refile or aggregate domestic or international traffic);
 - (v) You become bankrupt, insolvent, subject to a winding up order or unable to pay Your debts when they become due;
 - (vi) we are entitled to cancel, Suspend or Restrict the Service in accordance with our Fair Use Policy or Acceptable Broadband Use Policy;
 - (vii) You breach an Essential Clause of this Contract in a way which cannot be remedied or, if it can be remedied, You have not remedied that breach within 14 days of us requesting You to do so; or
 - (viii) You are deceased; or
- (b) immediately if You fail to pay one of our bills in full by the date it is due, provided that we have first sent You notice requiring You to make payment and warning You that Your Service could be terminated as a result of non-payment, and You have failed to pay the bill in full within the period stated in that notice;
- (c) by giving You as much notice as we reasonably can if:
 - (i) there is Excessive or Unusual Use of the Service;
 - (ii) we believe on reasonable grounds that You constitute an unacceptably high credit risk; or
 - (iii) we require You to make a pre-payment on Your account and You fail to do so, or
- (d) by giving You as much notice as we reasonably can if:
 - (i) we are required to cancel the Service to comply with legislative or regulatory requirements or a direction or order from a court or a law enforcement agency or a regulatory authority such as the Australian Communications and Media Authority;
 - (ii) we cannot supply the Service to You because of a Force Majeure Event;

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- (iii) we are unable to supply the Service to You because a Supplier has terminated its agreement with us or a Supplier has Suspended or de-activated, or required us to Suspend or de-activate, Your Service and we cannot provide the Service to You by using an alternative Supplier; or
 - (iv) we are unable to supply the Service to You because Your Equipment is not operating in accordance with its specifications (unless that Equipment was not operating in accordance with its specifications at the time that we supplied that Equipment to You).
 - (e) The **Early Termination Charge** listed in the Service Description for the Service will apply if we cancel a Fixed Period Contract before the end of the Commitment Period under:
 - (i) clause 9.3(a)(i) to (a)(vii) or 9.3(b) or 9.3(c); or
 - (ii) clause 9.3(a)(viii), but only if You entered into Your Fixed Period Contract on or after 28 October 2009.
 - (f) Your Service will be cancelled on a No Cost Basis (and no Early Termination Charge will apply) if we terminate Your Service under clause 9.3(d).
 - (g) If Your Service is cancelled, Suspended or Restricted in accordance with clauses 9.3(a)(i) or 9.3(a)(ii), we may report Your conduct to the appropriate law enforcement body or other regulatory body.

9.4 Our rights to Suspend or Restrict the Service

- (a) We may also Suspend or Restrict Your Service where:
 - (i) if You are on a Prepaid Mobile Plan and for 3 consecutive months:
 - (A) You have had no credit remaining in Your account (except to the extent Your Plan allows You to have negative credit in Your account if applicable); or
 - (B) Your account balance has been less than the amount required to make a call;
 - (ii) if You are on a Prepaid Broadband Plan and for 3 consecutive months:
 - (A) You have had no unexpired Prepaid Data Credit remaining in Your account (except to the extent Your Plan allows You to have negative Prepaid Data Credit in Your account if applicable); or
 - (B) Your unexpired Prepaid Data Credit account balance has been less than the amount required to use the Prepaid Mobile Broadband Service;
 - (iii) if You are on a Prepaid Mobile Plan, You have not paid any charges for Roaming by the date those charges are due;
 - (iv) it is necessary to do so to maintain or restore any part of the Network;
 - (v) an Emergency affects our ability to provide the Service;

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- (vi) we reasonably believe that providing the Service may cause death, personal injury or damage to property;
 - (vii) we reasonably believe a threat or risk exists to the security of the Service or the integrity of the Network; or
 - (viii) we reasonably believe that You represent a credit risk in relation to the Service and we have taken reasonable steps to notify You of the Suspension or Restriction.
- (b) Where practicable, we will attempt to give You reasonable prior notice before we Suspend Your Service in accordance with this clause 9.4.
 - (c) We will only Suspend or Restrict Your Service for a period that is reasonable in the circumstances.

9.5 Information contained in a notice to cancel the Service

If we cancel the Service, the notice that we give You will contain:

- (a) the date on which the cancellation takes effect;
- (b) our reasons for the cancellation;
- (c) details of all charges for the use of the Service up to the date of cancellation and any other amounts owing to us under Your Contract;
- (d) how these charges are calculated;
- (e) when these charges are due;
- (f) details of any applicable refunds or rebates; and
- (g) how these refunds or rebates are calculated.

9.6 Information contained in a notice to Suspend or Restrict the Service

- (a) If we Suspend or Restrict the Service, other than in accordance with clause 9.4(a) and other than in response to a request by You for us to do so, the notice that we give You will contain:
 - (i) the date on which the Suspension or Restriction will take effect;
 - (ii) our reasons for the Suspension or Restriction;
 - (iii) details of Your responsibilities during the Suspension or Restriction period;
 - (iv) information on rebates (if any) and how they are calculated; and
 - (v) any other information we deem relevant.
- (b) In the case of Suspension or Restriction under clause 9.4(a) (which applies to Prepaid Plans) then the notice we give You may be given in the course of a call or access to the internet and may be effective immediately if Your account balance is not sufficient for You to make or continue the call or access to the internet.
- (c) If we have Suspended or Restricted Your Service, we will promptly review our decision to do so at Your request. If the suspension or restriction was caused by a

mistake on our behalf, we will reconnect Your Service without any reconnection fee or charge.

10. Force Majeure Event

10.1 Cancellation for a Force Majeure Event

- (a) If we are unable to supply You with the Service 30 calendar days after the occurrence of a Force Majeure Event, Your Service may be terminated by us.
- (b) Without limiting the Dictionary meaning of a Force Majeure event, such an event includes each of the following, to the extent it is beyond the reasonable control of the party claiming Force Majeure:
 - (i) act of God, flood, earthquake or explosion, cyclone, tidal wave, landslide or other natural disaster; and
 - (ii) act of public enemy, war (declared or undeclared), terrorism or threat of terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic.
- (c) If Your Service is cancelled by us as a result of a Force Majeure Event, the cancellation will be on a No Cost Basis.
- (d) Crazy John's is not liable for any direct or indirect loss or damage suffered as a result of the suspension or cancellation of Your Service for a Force Majeure Event.

11. Consequences of Cancellation, Suspension or Restriction of the Service

11.1 What happens when the Service is cancelled

Where the Service is cancelled:

- (a) You will not be able to use the Service after the Cancellation Date;
- (b) if You are a Prepaid Mobile Customer or Prepaid Broadband Customer and Your Service was cancelled:
 - (i) by:
 - (A) You because:
 - (1) we materially breached an Essential Clause of this Contract in a way that could not be remedied or, if it could be remedied, we did not remedy that breach within 14 days of Your requesting us to do so in writing;
 - (2) the law requires You to do so;
 - (3) provision of the Service is illegal; or
 - (4) Your Service was Suspended for one week where there was no fault on Your part, or

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- (B) us under clause 9.1 or 9.3(d),
then, we will refund the fair value of any unused Prepaid Credit or unused Prepaid Data Credit in Your account; or
- (ii) in circumstances where:
- (A) You cancelled Your Service because You can demonstrate that a change we made to this Contract had more than a minor detrimental impact on You and was not a change described in clause 1.6 of these General Terms; and
- (B) that change took effect before Your next Credit Expiry Date,
then You may request us to refund the fair value of any unused Prepaid Credit or unused Prepaid Data Credit in Your account. We will provide such a refund in circumstances where it would be unreasonable for us not to do so, having regard to the length of time between the notice being provided to You under clause 1.4(b) and the change to the Contract taking effect, the amount and the Credit Expiry Date of unused credit in Your account and such other circumstances that we reasonably consider relevant.
- (iii) in any other circumstances, then all unused Prepaid Credit or Prepaid Data Credit on Your account will be forfeited at the Cancellation Date.
- (c) subject to any disputes that You have with us, You agree to pay us promptly:
- (i) for any fees and charges for Your use of the Service and equipment until the cancellation date; and
- (ii) in full for any equipment that You have agreed to purchase from us, unless clause 16.7 provides that You are not required to make those payments or that You are allowed to continue making payments for Your Handset on a monthly basis;
- (d) ***You will return our equipment (excluding Handsets or modems that You have purchased) within 60 days of the cancellation date to us or to our nominated agent; and***
- (e) ***You will pay the Early Termination Charge applicable to the cancellation of the Contract, the Early Termination Charge as listed in the relevant Service Description.***
- (f) ***You will no longer have the right to use Your allocated mobile telephone number, unless You have ported the Mobile Number to another carrier.***

11.2 What happens when the Service is Suspended

When the Service is Suspended:

- (a) You will not be able to use the Service during the period of the Suspension;
- (b) You will not be liable to us for any charges for access to or use of the Service during the period of Suspension;

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- (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;
 - (d) we will either:
 - (i) require You to 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; or
 - (ii) extend the Commitment Period specified in Your Application for the Service 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; and
 - (e) 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.

12. What You and We are Liable for

12.1 Your liability to us

- (a) You (and if You and one or more others are the customer for the Service, each of You jointly and individually) will be liable for any charges or other obligations under this Contract.
- (b) You are liable to us for:
 - (i) all fees and charges for the use of Your Service (including where they were incurred by someone other than You);
 - (ii) all fees and charges incurred on Additional User accounts where You are the Primary Account Holder;
 - (iii) any liability for breach of contract or negligence; and
 - (iv) any damage to our equipment lent to You which is not the result of fair wear and tear.
- (c) However, You are not liable to us for any loss to the extent that loss is caused by:
 - (i) us or our employees, agents or contractors; or
 - (ii) a breach by us of the warranties in clause 12.3.

12.2 Our liability to You

- (a) Other than as set out in this clause 12.2 and in clauses 12.3, 12.4 and 12.5 of these General Terms, we have no liability to You in connection with this Contract. This exclusion applies to Your direct and indirect losses and damages irrespective of the cause of action including breach of contract, tort (including negligence) and actions under statute.

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- (b) We are liable to You for:
- (i) any direct or indirect loss or damage resulting from a breach of a warranty or condition implied into this Contract by legislation, in accordance with clause 12.3;
 - (ii) any direct or reasonably foreseeable loss or damage resulting from a breach of a consumer guarantee, in accordance with the legislation referred to in clause 12.4;
 - (iii) any direct damage caused by the negligence of us, our, employees or agents during installation, repair or maintenance;
 - (iv) any direct damage caused by any breach of contract by us, our employees or agents; and
 - (v) any death or personal injury caused by the wrongful act or omission of us, our employees or agents.

12.3 Warranties and conditions implied by the Trade Practices Act – goods and services supplied before 1 January 2011

- (a) This clause 12.3 sets out our liability to You in relation to any goods and services we supplied to You before 1 January 2011. In relation to goods and services supplied to You on or after 1 January 2011, see clause 12.4.
- (b) The *Trade Practices Act 1974* (Cth) implies certain terms, called conditions and warranties, into this Contract. This occurs where the goods and services we supply to You are of a kind ordinarily acquired for personal, domestic or household use or cost less than \$40,000, and in the case of goods, are not re-supplied by You. With respect to goods, these implied terms are that the goods:
- (i) must be of merchantable quality;
 - (ii) fit for the purpose or task You intended, provided that purpose is obvious or You made it known to us before purchase;
 - (iii) match the description or sample that You were provided; and
 - (iv) be free from faults (unless we made those faults known to You before purchase).
- With respect to services, these implied terms include that the services will be rendered with due care and skill and that any materials supplied in connection with those services will be fit for the purpose or task You intended provided that the purpose is obvious or You made it known to us before purchase. Similar terms are implied by State legislation. These implied terms give You rights against us that we cannot limit or exclude, subject to paragraph (c).
- (c) Where the goods or services supplied to You are not of a kind ordinarily acquired for personal, domestic or household use, our liability for breach of the implied terms referred in paragraph (b) (other than implied terms as to title, encumbrances

and quiet possession in relation to goods supplied to You, which We cannot limit) is limited to doing one or more of the following:

- (i) in the case of goods,
 - (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the repair of the goods;
 - (C) the payment of the cost of replacing the goods or acquiring equivalent goods; or
 - (D) the payment of the cost of having the goods repaired; and
- (ii) in the case of services,
 - (A) the supply of the services again; or
 - (B) the payment of the cost of having the services supplied again.
- (d) We cannot limit our liability as set out in paragraph (c) above if You establish that it would not be fair or reasonable for us to do so.
- (e) Except as provided in paragraph (c) nothing in this Contract excludes, restricts or modifies rights which You may have under the *Trade Practices Act 1974* (Cth) or other legislation to the same effect in respect of terms implied into this Contract.

12.4 Consumer guarantees – goods and services supplied on or after 1 January 2011

- (a) This clause 12.4 sets out our liability to You in relation to any goods and services supplied to You on or after 1 January 2011. In relation to goods and services supplied to You before 1 January 2011, see clause 12.3.
- (b) The *Australian Consumer Law* as set out in the *Competition and Consumer Act 2010* (Cth) provides consumers with certain 'consumer guarantees'. These guarantees apply where the goods and services we supply to You are of a kind ordinarily acquired for personal, domestic or household use or cost less than \$40,000, and in the case of goods, are not re-supplied by You. With respect to goods, these guarantees include a guarantee that the goods:
 - (i) are of acceptable quality (unless we made known to you the reasons why the goods may not be of acceptable quality before purchase, for example, by drawing any fault or defect to Your attention);
 - (ii) fit for the purpose which we represented to You;
 - (iii) fit for the purpose or task for which You acquired the goods, provided You made that purpose known to us before purchase;
 - (iv) match the description, sample or demonstration model You were provided; and
 - (v) comply with any express warranty given in relation to the goods.

With respect to services, these guarantees include that: the services will be rendered with due care and skill; the services and any product resulting from the

services will be fit for the purpose or task for which You acquired the services or the result You expected the services to achieve, provided You made the purpose or result known to us before purchase; and if a time is not specified for completion of the services, the services will be supplied within a reasonable time.

- (c) These guarantees give You rights against us that we cannot limit or exclude, subject to paragraph (d). For example, if a failure to meet a guarantee is a major failure, then in relation to goods and depending on the circumstances, You may be entitled to a replacement or refund, and in relation to services, You may be entitled to terminate the contract and obtain a refund. If a failure does not amount to a major failure, You are entitled to ask us to remedy the failure. In this case, we are able to choose how to remedy the failure, including by repairing or replacing goods.
- This paragraph (c) is only intended to provide some examples of the rights You may have against us. It is not an exhaustive statement of the circumstances in which You may be entitled to a remedy under the Australian Consumer Law.
- (d) Where the goods or services supplied to You are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for breach of a guarantee (other than liability for guarantees as to title, undisclosed securities and undisturbed possession in relation to goods supplied to You, which we cannot limit) is limited to doing one or more of the following:
- (i) in the case of goods,
 - (A) the replacement of the goods or the supply of equivalent goods;
 - (B) the repair of the goods;
 - (C) the payment of the cost of replacing the goods or acquiring equivalent goods; or
 - (D) the payment of the cost of having the goods repaired; and
 - (ii) in the case of services,
 - (A) the supply of the services again; or
 - (B) the payment of the cost of having the services supplied again.
- (e) We cannot limit our liability as set out in paragraph (d) if You establish that it would not be fair or reasonable for us to do so.
- (f) Except as provided in paragraph (d), nothing in this Contract excludes, restricts or modifies rights which You have under the *Australian Consumer Law* in respect of the consumer guarantees.

12.5 Other terms implied by law

To the extent permitted by law, we exclude any other terms, warranties or conditions implied by law or any legislation or regulation into this Contract (other than terms implied by the *Trade Practices Act 1974* (Cth) or State legislation to the same effect as set out in clause 12.3), unless they cannot be excluded. Where any legislation or regulation (other than the *Trade Practices Act 1974* (Cth) or State legislation to the same effect) implies a term, warranty or condition into this Contract which cannot be excluded, then if permitted

by law, our liability to You for breach of that term, warranty or condition will be limited to the re-supply of the relevant services or the repair or replacement of goods. In addition, where You have contributed to any loss or damage You are claiming against us, our liability will be reduced to the extent of Your contribution.

12.6 Exclusion of our Liability

Without limiting clause 12.2(a), we exclude liability to You for any loss:

- (a) arising from our delay in or failure to perform any of our obligations under this Contract because of an event that is outside our reasonable control. This may include the failure by one of our Suppliers to provide us with the carriage service necessary to supply the Service to You, as a result of a Force Majeure event; and
- (b) to the extent that the loss is caused by You.

13. General

13.1 Access to Your premises

- (a) We may require access to Your premises. You will provide us with safe access to Your premises if we request access to:
 - (i) install equipment for a Service You have requested;
 - (ii) inspect, test, maintain, repair or replace equipment; or
 - (iii) recover our equipment if Your Service is cancelled.
- (b) If You are not the owner of the premises, You must ensure that You have the owner's permission to access the premises for the purposes of this Clause. You agree that You will have that permission before You grant us access.
- (c) You indemnify us against, and must pay us for, any claim made by the owner against us relating to our entering Your premises.
- (d) You owe us the value of our Equipment as a debt due if we are not able to access Your premises if we need to recover it.

13.2 How we can assign our rights and responsibilities to a third party

- (a) We may novate our rights and obligations under this Contract to one of our Suppliers, by giving You notice of that novation. You irrevocably appoint us as Your authorised agent to execute all documents and to do all acts as are necessary or desirable to give effect to such novation.
- (b) Otherwise, we may assign any of our rights under this Contract to any person without Your consent, by giving You notice of that assignment.
- (c) Except as provided in this clause, we cannot assign any of our obligations under this Contract without first obtaining Your consent.
- (d) We will assume that You have given Your consent and we may rely upon this if:
 - (i) we give You Personal Notice of our intention to assign our obligations; and

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- (ii) You do not inform us within 30 days that You object to the assignment.

13.3 How You can assign Your rights and responsibilities to a third party

- (a) You cannot assign any of Your rights and obligations under this Contract without first obtaining our consent.
- (b) You may assume that we have given our consent and You may rely upon this if:
 - (i) You inform us in writing of Your intention to assign Your rights; and
 - (ii) we do not inform You within 30 days that we object to the assignment.

13.4 Which State or Territory laws and courts govern this Contract?

This Contract is governed by the laws applicable in the State or Territory stated as being Your address in Your Application. If no address is stated or You specify an address that is outside of Australia, then the Contract is governed by the laws applicable in the State or Territory where You were living at the time when we first supplied any of the Services to You.

13.5 Severable terms

If any term of this Contract is void or unenforceable it shall be severed from this Contract and the remaining terms shall continue with full effect.

13.6 Consent

If we need Your consent to do something, and You are a business customer, we can rely on the authority of any of Your employees who tell us they are authorised to give Your consent.

13.7 Surviving terms

Clauses 11, 12 and 13, shall survive termination of the Contract for any reason. For Mobile Customers clauses 16.2 and 16.4 will also survive termination of the Contract for any reason.

Section A.2: Terms that apply to Mobile Customers

14. Application of this Section

This section of the General Terms applies only to Prepaid Mobile Customers, Post Paid Mobile Customers and Post Paid Broadband Customers using a Handset to access or use their Service.

15. Your Mobile Service

15.1 Service Functionality

- (a) You acknowledge that Your Handset may not be capable of receiving data of any kind if:
 - (i) Your Handset or Your SIM Card is full or does not have sufficient memory to be able to receive it;
 - (ii) Your Handset is outside of the coverage area of the Crazy John's Network, or the particular coverage area that Your Handset is in does not provide the required functionality for certain types of data transmission;
 - (iii) Your Handset lacks the required technical ability to receive a certain type of data; or
 - (iv) Your Handset is not turned on when the sender of the data or information sends it to Your Handset.

- (b) You acknowledge that a person to whom You attempt to send data of any kind through the use of Your Mobile Service may not be able to receive it where:
 - (i) their mobile phone or SIM Card is full or does not have sufficient memory to be able to receive it;
 - (ii) their mobile phone or Your Handset is outside of the coverage area of a Network that has the required functionality for certain types of data transmission;
 - (iii) their mobile phone or other device used to receive the data is not turned on at the time You attempt to send the data, or it does not have the technical capability to receive the data;
 - (iv) Your Handset is outside of the coverage area of the Crazy John's Network, or the particular coverage area that Your Handset is in does not provide the required functionality for certain types of data transmission; or

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- (v) either the Crazy John's Network, or the Network of their service provider is congested or has faults or interruptions.
 - (c) You acknowledge that at all times Your ability to use the Service will depend upon the features and functionality of Your Handset and the type of data and material You are attempting to access or send. You also acknowledge that at all times Your ability to use the Service will be subject to any technical limitations inherent in the Crazy John's Network. If You would like to obtain details of those technical limitations please contact our Customer Contact Centre.

15.2 Third party Content

- (a) We may provide You with Content via Your Mobile Service that is sourced from third party providers. We do not provide You with any guarantee or assurance that any Content provided to You that is sourced from third parties is current, accurate, secure or otherwise of a particular quality.
- (b) We will not monitor the usage of third party Content accessed via Your Mobile Service, except to the extent required by law.
- (c) You agree that You are responsible for any reliance on any Content. We are not responsible for any loss, damage or other liability arising from Your reliance on any Content provided to You by us, and You agree that You should always make Your own enquiries before You do anything on the basis of Content provided to Your Handset.
- (d) We may refuse to provide You with Age-Restricted Content if You have not previously provided us with sufficient proof that You, or the person who will be using the Mobile Service, is 18 years of age or over. You will not provide Age-Restricted Content to persons under 18 years of age. If we consent to You transferring Your Service to another person, and have previously granted You access to Age-Restricted Content, we may on or around the time of the transfer disable access to the Age-Restricted Content until the person to whom You are transferring the Service also provides us with sufficient proof that he or she, or the person who will be using the Service, is 18 years of age or older.
- (e) You may find some Content offensive, obscene or disturbing. You agree that You access the Content at Your own risk and do not hold us responsible for the nature of any Content provided to You.
- (f) You will not attempt to access Prohibited Content. We will not knowingly distribute Prohibited Content via the Crazy John's Network.
- (g) You agree that due to the nature of providing Content, it may not be up-to-date for any reason, including a delay in compiling the Content from any information or because of third party delays.

15.3 Content adaptation and charging

- (a) We may need to substantially adapt the underlying code of any Content:

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- (i) if it is incompatible with Your Handset, so that we can deliver it (or a part of it) to Your Handset; or
 - (ii) if You are attempting to send Content, and it is not compatible with the mobile phone or other receiving device that You are attempting to send it to, in order for it (or part of it) to be delivered.
- (b) Where we do adapt any Content, You consent to us making any adaptation that we consider appropriate in order for You to either send or receive the Content, whether or not such adaptation increases the size of the data transmission.

15.4 Digital Rights Management

- (a) We, or our third party Content providers, may implement digital rights management software which assists us to protect the intellectual property rights that may subsist in Content by not allowing the Content to be copied, published, forwarded or commercially exploited without prior approval.
- (b) If digital rights management is applied to any Content, You will be provided with a digital content encryption key or a 'Rights Object' that allows the Content to be accessed only from Your Handset.
- (c) If You lose or damage Your Handset, we may not be able to re-supply You with any Content or the associated Rights Object due to restrictions on the technical ability to do so. In such a case, You may need to re-purchase the Content in order to use it.
- (d) If You have a problem accessing Content that You have purchased, You should contact the Customer Contact Centre. If You have not received Content or a Rights Object that You have purchased because of a fault on our part, or a fault in the Crazy John's Network, we will use reasonable efforts to resend the Content or the Rights Object to Your Handset to ensure the purchase You make is effective. In these cases it may be necessary for You to contact the third party Content provider directly to resolve the problem.

15.5 Roaming

- (a) National Roaming is not activated by default. You will need to contact our Customer Contact Centre if You wish to enable National Roaming services. We may require You to provide us with a credit card authority or direct debit request specifying a credit card or an account to which we may charge You for National Roaming charges.
- (b) International Roaming is not activated by default. You will need to contact our Customer Contact Centre if You wish to enable International Roaming services. We may require You to provide us with a credit card authority or direct debit request specifying a credit card or an account to which we may charge You for International Roaming charges. If International Roaming is activated for Your Mobile Service, You will automatically receive National Roaming for Your Mobile Service.

16. Customer Equipment

16.1 What equipment is needed to use the Service?

- (a) If You use Equipment with Your Service that was not provided to You by us, it must be compatible with the Crazy John's Network, the Service and the Plan You have selected (as listed on our website at www.crazyjohns.com.au).
- (b) If other equipment is needed for You to access the Mobile Service, it will be listed on our website at www.crazyjohns.com.au.

16.2 Who owns the equipment?

- (a) To use the Mobile Service, You may need to have on loan our equipment. Where we provide any equipment to You on loan, ownership or title in that equipment does not transfer to You when You use the Mobile Service. You are holding our equipment on our behalf for the duration of this Contract. **You must take reasonable care of our equipment while it is lent to You and will be responsible for any loss or damage excluding fair wear and tear.**
- (b) If Your Application or the Service Description for the Mobile Service states that we will sell equipment to You then title in that equipment (including any Handset) transfers to You when You receive that equipment from us. Regardless of when ownership transfers, You will be liable for all outstanding payments for that equipment as a debt due to us from the time You agree to purchase that equipment from us.

16.3 Handset locking

- (a) If we provide You with Your Handset, we may lock it so that it may only be used on the Crazy John's Network. If we lock Your Handset, You will not be able to make any calls, send SMS messages or access any services on another Network, except to make emergency 000 and 112 calls.
- (b) If we have locked Your Handset to the Crazy John's Network, You will need to unlock the Handset for use on another telecommunications provider's Network. This may be achieved by entering an unlock code that allows the Handset to be unlocked. To obtain the relevant code for Your Handset, and to obtain further unlocking instructions, call the Customer Contact Centre. We may charge You a fee for providing You with Your unlock code, but we will not charge You such a fee if the Service is cancelled by:
 - (i) us under clause 9.3(d);
 - (ii) You after we made a change to the Contract that gave You the right to cancel the Contract under clauses 1.4, 1.5 or 1.7; or
 - (iii) You because:
 - (A) we materially breached an Essential Clause of this Contract in a way that could not be remedied or, if it could be remedied, we did

not remedy that breach within 14 days of Your requesting us to do so in writing;

- (B) the law requires You to do so;
- (C) provision of the Service is illegal; or
- (D) Your Service was Suspended for one week where there was no fault on Your part.

16.4 Lost, stolen and damaged equipment

- (a) You will be responsible for any outstanding payments for equipment (including any Handset) that You purchase from us, even where it is lost, stolen or damaged (except to the extent that we are liable for the loss or damage under clauses 12.2 or 12.3).
- (b) If You insure Your Handset with us, You may make an insurance claim on the terms of that insurance if Your Handset is lost, stolen or damaged.
- (c) If Your Handset is lost or stolen, You must notify us as soon as possible. You will be responsible for all charges incurred in respect of the Service until You notify us that the Handset has been lost or stolen.
- (d) Information about security tools that are available in relation to Your Service and assistance regarding their use can be obtained from our Customer Contact Centre.

16.5 Compliant equipment

- (a) You must not connect to the Crazy John's Network, or the Network of one of our Suppliers, equipment that does not comply with the relevant technical standards. These standards are available on the website of the Australian Communications and Media Authority.
- (b) You must tell us about any changes to Your equipment that affect our ability to provide the Service to You.

16.6 Viruses

We are not responsible for any harm You suffer or for any loss or damage You incur as a result of a virus or other manipulative program infiltrating Your Handset, even if that virus or program was transmitted via the Crazy John's Network. You will still be responsible for all fees and charges for the use of Your Mobile Service, even where that use was caused by such virus or program, unless and until You ask us to Suspend Your Mobile Service, and it is suspended.

16.7 Cancellations and Handset payments

- (a) If You agreed to purchase a Handset by making regular payments over Your Commitment Period and Your Mobile Service is cancelled by us under clause 9.3(d) or by You in circumstances where this Contract entitles You to cancel Your Service on a No Cost Basis:

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- (i) if Your Handset **cannot** reasonably be used on another service provider's Network, then You will not be required to pay us any further amounts for Your Handset after the cancellation date; or
 - (ii) if Your Handset **can** reasonably be used on another service provider's Network, then the payments You will be required to pay will depend upon which Plan You are connected to as follows:
 - (A) if You are connected to a Crazy 25c Plan which was connected, or changed to, before 6 November 2008, or to a Crazy Discount Plan which was connected, or changed to, before 8 October 2008, You must still continue to make payments on a monthly basis for any remaining Mobile Phone Repayments under paragraph (c); or
 - (B) if You are connected to any other Plan, You must still continue to make payments on a monthly basis under paragraph (c) for Your Handset . The amount that You will be required to pay for Your Handset will be the amount that we reasonably determine to be the fair value of Your Handset at the date that You connected to Your Plan, **less** any amounts that we received from You before Your Service was cancelled and which were allocable to the cost of Your Handset; or
- (b) If You agreed to purchase a Handset by making regular payments over Your Commitment Period and Your Mobile Service is cancelled in circumstances where paragraph (a) does not apply:
- (i) if You are connected to a Crazy 25c Plan which was connected, or changed to, before 6 November 2008, or to a Crazy Discount Plan which was connected, or changed to, before 8 October 2008, then You must promptly pay us the remainder of the Mobile Phone Repayments relating to Your Handset as a lump sum. We may, at our discretion, agree to continue to bill You monthly according to Your billing cycle for those Mobile Phone Repayments; or
 - (ii) if You are connected to any other Plan, then You may be required to pay an Early Termination Charge in accordance with the terms of Your Plan.
- (c) If:
- (i) Your Mobile Service is cancelled on a No Cost Basis and You are required to pay us on a monthly basis for Your Handset under paragraph (a)(ii); or
 - (ii) we have agreed to allow You to continue making payments for the remaining Mobile Phone Repayments on a monthly basis under paragraph (b)(i),

we will bill You monthly according to Your billing cycle for the Mobile Phone Repayments or other remaining amounts payable for Your Handset until the Handset is fully paid for.

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- (d) You can pay us the remainder of the amounts owing to us relating to Your Handset purchase at any time without penalty.
 - (e) You can find out the amount of the payments for Your Handset that would be required if You cancel Your Service by contacting our Customer Contact Centre.

Section A.3: Terms that apply to Internet Customers

17. Application of this Section

This section of the General Terms applies only to Prepaid Broadband Customers and Post Paid Broadband Customers.

18. Using Your Internet Service

18.1 Service Functionality

- (a) You acknowledge that at all times Your ability to use the Internet Service will depend upon the features and functionality of Your Equipment and the type of data and material You are attempting to access or send. You also acknowledge that at all times Your ability to use the Internet Service will be subject to any technical limitations inherent in the Crazy John's Network. If You would like to obtain details of those technical limitations please contact our Customer Contact Centre.
- (b) You acknowledge that:
 - (i) Your Equipment may not be capable of:
 - (A) sending or receiving data of any kind if Your Equipment is outside of the coverage area of the Crazy John's Network, or the particular coverage area that Your Equipment is in does not provide the required functionality for certain types of data transmission; and
 - (B) receiving SMS data if Your SIM Card is full or does not have sufficient memory to be able to receive it, or if Your Equipment is not connected to the Crazy John's Network when the sender of the SMS sends it to Your Equipment;
 - (ii) a person to whom You attempt to send SMS data through the use of Your Internet Service may not be able to receive it where:
 - (A) their mobile phone or SIM Card is full or does not have sufficient memory to be able to receive it;
 - (B) their mobile phone or Your Handset or Equipment is outside of the coverage area of a Network that has the required functionality for certain types of data transmission;
 - (C) their mobile phone or other device used to receive the data is not turned on at the time You attempt to send the data, or it does not have the technical capability to receive the data; or

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- (D) either the Crazy John's Network, or the Network of their service provider, is congested or has faults or interruptions.

18.2 Content

- (a) We may provide You with Content via Your Internet Service that is sourced from third party providers. We do not provide You with any guarantee or assurance that any Content provided to You that is sourced from third parties is current, accurate, secure or otherwise of a particular quality.
- (b) We have no obligation to monitor the usage of Content accessed via Your Internet Service, except to the extent required by law.
- (c) You agree that You are responsible for any reliance on any Content. We are not responsible for any loss, damage or other liability arising from Your reliance on any Content provided to You by us, and You agree that You should always make Your own enquiries before You do anything relying on Content provided to You.
- (d) You may find some Content offensive, obscene or disturbing. You agree that You access the Content at Your own risk and do not hold us responsible for the nature of any Content provided to You.
- (e) You will not attempt to access Prohibited Content.
- (f) You agree that Content may not be up-to-date for any reason, including a delay in compiling the Content from any information or because of third party delays.
- (g) You agree to comply with the terms of the Acceptable Broadband Use Policy.

18.3 Security

Information about security tools that are available in relation to Your Internet Service and assistance regarding their use can be obtained from our Customer Contact Centre.

18.4 Roaming

- (a) National Roaming is not activated by default. You will need to contact our Customer Contact Centre if You wish to enable National Roaming services. We may require You to provide us with a credit card authority or direct debit request specifying a credit card or an account to which we may charge You for National Roaming charges.
- (b) International Roaming is not activated by default. You will need to contact our Customer Contact Centre if You wish to enable International Roaming services. We may require You to provide us with a credit card authority or direct debit request specifying a credit card or an account to which we may charge You for International Roaming charges. If International Roaming is activated for Your Internet Service, You will automatically receive National Roaming for Your Internet Service.

19. Internet Services Equipment

19.1 What equipment is needed to use the Service?

You will need Equipment that is compatible with the Crazy John's Network in order to access and use the Internet Service. Your ability to use the Internet Service will be limited to the technical capabilities of Your Equipment.

19.2 Who owns the equipment?

If Your Application or the Service Description for the Internet Service states that we will sell Equipment to You, then title in that Equipment (including any Handset) transfers to You when You receive that Equipment from us. If Your Application and the Service Description do not state that we will sell Equipment to You then we will retain title to any Equipment which we do provide to You.

19.3 Compliant equipment

- (a) You must not connect to the Crazy John's Network, or the Network of one of our Suppliers, Equipment that does not comply with the relevant technical standards. These standards are available on the website of the Australian Communications and Media Authority.
- (b) You must tell us about any changes to Your Equipment that affect our ability to provide the Service to You.

19.4 Viruses

We are not responsible for any harm You suffer or for any loss or damage You incur as a result of a virus or other manipulative program affecting Your Equipment, even if that virus or program was transmitted via the Crazy John's Network. You will still be responsible for all fees and charges for the use of Your Internet Service, even where that use was caused by such virus or program, unless and until You ask us to Suspend Your Internet Service, and it is suspended.

19.5 Your Obligations in relation to Equipment supplied by us

- (a) The Equipment that we supply may be subject to design rights or other rights. You must not copy or reproduce any part of the Equipment or associated manuals without our written permission.
- (b) You must not change the Equipment that we have supplied to You, make any addition to it or install anything to it without our written consent. You agree that the changed Equipment, including any other goods supplied with or attached to it, will comprise the Equipment for the purposes of this Contract.

20. Fault Reporting And Maintenance

- (a) You should notify any faults regarding Your Internet Service to our Customer Contact Centre.

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- (b) Before reporting a fault to us, You should ensure that the fault is not due to hardware, software or networks that are not being managed by us.
 - (c) We are not responsible for any fault which is:
 - (i) caused by Your Handset or Equipment or Your use of Your Handset or Equipment; or
 - (ii) within the network of a Supplier, however we will notify that Supplier of the fault and request that the fault be corrected promptly.
 - (d) You must provide all necessary assistance to enable us to locate and repair any fault in the Crazy John's Network.
 - (e) If we request, You must provide us or our contractors with reasonable access to Your premises between the hours of 9am and 5pm, Monday to Friday (excluding public holidays). We reserve the right to charge You a fee (disclosed to You at the time of making the appointment) should we, or our contractor, not be able to obtain access to Your Premises at the agreed appointment time.
 - (f) You are responsible for the supply and maintenance of any additional hardware required to make the Internet Service operational as a result of incompatible services being used.

Schedule 1- Dictionary

Term	Definition
6 month Crazy Mobile Broadband Plan	6 month Crazy Mobile Broadband Plan means a Crazy Mobile Broadband Plan with a Commitment Period of 6 months under which we agree to sell You a modem at a discounted price, as described in annexure 1 of the Service Description for Post Paid Mobile Broadband Services.
6 month SIM-only Crazy Mobile Broadband Plan	6 month SIM-only Crazy Mobile Broadband Plan means a Crazy Mobile Broadband Plan with a Commitment Period of 6 months under which we do not agree to sell You a modem, as described in annexure 1 of the Service Description for Post Paid Mobile Broadband Services.
12 month Crazy Cap Plan	12 month Crazy Cap Plan means a Crazy Cap Plan with a Commitment Period of 12 months under which we agree to sell You a Handset at a discounted price, as described in annexure 6 or annexure 7 of the Part F Service Description for Post Paid Mobile Services or annexure 3 of the Part B Service Description for Post Paid Mobile Services (depending on when You connected, or changed, to Your Crazy Cap Plan).
12 month Crazy Mobile Broadband Plan	12 month Crazy Mobile Broadband Plan means a Crazy Mobile Broadband Plan with a Commitment Period of 12 months under which we agree to sell You a modem at a discounted price, as described in annexure 1 of the Service Description for Post Paid Mobile Broadband Services.
12 month Shared Crazy Mobile Broadband Plan	12 month Shared Crazy Mobile Broadband Plan means a Shared Crazy Mobile Broadband Plan with a Commitment Period of 12 months, as described in annexure 2 of the Part J Service Description for Post Paid Mobile Broadband Services.
12 month SIM-only Crazy Mobile Broadband Plan	12 month SIM-only Crazy Mobile Broadband Plan means a Crazy Mobile Broadband Plan with a Commitment Period of 12 months under which we do not agree to sell You a modem, as described in annexure 1 of the Service Description for Post Paid Mobile Broadband Services.
24 month Crazy Cap Plan	24 month Crazy Cap Plan means a Crazy Cap Plan with a Commitment Period of 24 months, as described in annexure 5, annexure 6 or annexure 7 of the Part F Service Description for Post Paid Mobile Services or annexure 3 of the Part B Service Description for Post Paid Mobile Services (depending on when You connected, or changed, to Your Crazy Cap Plan).
24 month Crazy Mobile	24 month Crazy Mobile Broadband Plan means a Crazy Mobile

Term	Definition
Broadband Plan	Broadband Plan with a Commitment Period of 24 months under which we agree to sell You a modem at a discounted price, as described in annexure 1 of the Service Description for Post Paid Mobile Broadband Services.
24 month Shared Crazy Cap Plan	24 month Shared Crazy Cap Plan means a Shared Crazy Cap Plan with a Commitment Period of 24 months under which we agree to sell You a Handset at a discounted price, as described in annexure 9 of the Part F Service Description for Post Paid Mobile Services or annexure 4 of the Part B Service Description for Post Paid Mobile Services (depending on when You connected, or changed, to Your Crazy Cap Plan).
24 month Shared Crazy Mobile Broadband Plan	24 month Shared Crazy Mobile Broadband Plan means a Shared Crazy Mobile Broadband Plan with a Commitment Period of 24 months, as described in annexure 2 of the Part J Service Description for Post Paid Mobile Broadband Services.
24 month SIM-only Crazy Mobile Broadband Plan	24 month SIM-only Crazy Mobile Broadband Plan means a Crazy Mobile Broadband Plan with a Commitment Period of 24 months under which we do not agree to sell You a modem, as described in annexure 1 of the Service Description for Post Paid Mobile Broadband Services.
Acceptable Broadband Use Policy	The Acceptable Broadband Use Policy is the terms and conditions set out in this document at part G.
Act	Act means the <i>Telecommunications Act 1997</i> (Cth)
Additional Mobile Number	An Additional Mobile Number is a mobile telephone number that You link to a Multi-User Mobile Account, and which is in addition to the primary mobile telephone number we allocate to You at the time of accepting Your Application.
Additional Mobile User	An Additional Mobile User is a person who from time to time uses the Service we provide You through a Multi-User Mobile Account, including by using the Service through one of the Plan Numbers for Your Multi-User Mobile Account.
Additional User	The Additional User is a person whose Service is linked to a Multi-User Account but who is not the Primary Account Holder.
Age-Restricted Content	Age-Restricted Content means Content that has been classified, or would be likely to be classified, as MA 15+ or R 18+ by the Classification Board established under section 45 of the <i>Classification (Publications, Films and Computer Games) Act 1995</i> (Cth).
Application	You may request us to supply Services and/or equipment to You, or to link an Additional Mobile Number to an established Multi-User Mobile Account, in a manner accepted by us from time to time, which

Term	Definition
	may include completing and providing to us our relevant approved application form (in paper form or online) or by recording Your agreement to our terms on the phone (Application). We may accept and rely on, and You will be bound by, a facsimile copy of the Application as if it were an original.
Australian Communications and Media Authority	The Australian Communications and Media Authority means the statutory authority within the federal government portfolio of Communications, Information Technology and the Arts that is responsible for the regulation of broadcasting, the internet, radiocommunications and telecommunications.
Billing Period	The Billing Period is the term in which You will accrue fees and charges for Your use of the Service. Your Billing Period will be one month or such other period that is specified in Your Application.
Billing Period Date	The Billing Period Date is the first day of any Billing Period.
Blackberry E-mail and Internet	GPRS Data sent or received using Blackberry Services.
Blackberry Pack	A Blackberry pack is an option we provide to customers to enable them to use Blackberry Services for a fixed price.
Blackberry Services	Blackberry Services are services which enable You to use Your Handset to send and receive emails through RIM's "Blackberry" email services (which includes the "Blackberry Enterprise Server" service), and to browse the Internet using RIM's "Blackberry" internet browsing services (which includes the "Blackberry Internet Service").
Bonus Option	A Bonus Option is a feature that You can choose to apply to particular aspects of Your Service as set out in the relevant Service Description. You may only have one Bonus Option activated at a time per Plan.
Bonus Option Change Fee	The Bonus Option Change Fee is the fee we charge You if You change Your Bonus Option more than once in a Billing Period.
Broadband Recharge Amount	Broadband Recharge Amount means an amount by which You recharge Your Prepaid Broadband account in order to receive Prepaid Data Credit, as provided in Your Prepaid Broadband Plan.
Callscreen Service	The Callscreen Service is a personalized answering and paging service for calls which You do not answer personally, which is available to Post Paid Mobile Customers. The Charges applicable to the Callscreen Service are specified in the Service Description applicable to Your Plan.
Cancellation Date	Cancellation Date means the date Your Service is cancelled as specified in Your cancellation notice.
Cap Recharge Amount	Cap Recharge Amount means one of the Recharge Amounts specified in annexure 2 or annexure 4 to the Service Description for

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	Prepaid Mobile Services.
Casual Basis	You will be considered to be on a Plan on a Casual Basis once the Commitment Period of Your Fixed-Period Contract has expired, and when either we or You may cancel the Service as set out in clause 1.9(a) of these General Terms.
Change of Ownership Form	Change of Ownership Form means the Crazy John's Change of Ownership form which is available for download at www.crazyjohns.com.au/terms .
Change Rules	The Change Rules are rules that apply to changes to Your Plan as set out in the Attachments to the Service Descriptions for Post Paid Mobile Services and Post Paid Mobile Broadband Services.
Charged Calling Time	Charged Calling Time means that part of each call's duration for which You are charged. The charged calling time commences when the call is answered and finished when the circuit established by the call is released at the local exchange or other network facility which connects You, or the other exchange or Network facility at which the call duration is measured.
CJ Data Option	The CJ Data Option is an option we provide to Post Paid Multi-User Mobile Customers who wish to access GPRS Data services at a discounted rate. When You select the CJ Data Option, we allocate You Included Data Credit depending on the value of Your CJ Data Option. We then deduct Your actual GPRS usage from Your Included Data Credit before charging You for any excess usage at the Data Rate specified in the Service Description for Your Service.
Commitment Period	<p>The Commitment Period is the period applicable to a Fixed-Period Contract for:</p> <ul style="list-style-type: none"> (a) a Post Paid Mobile Service, being either 6, 12 or 24 months (as selected in Your Application or at the time You changed Your Plan in accordance with this Contract); or (b) a Post Paid Mobile Broadband Service, being either 6, 12 or 24 months (as selected in Your Application or at the time You changed Your Plan in accordance with this Contract), <p>from the date on which we begin supplying You with Your Service. However, we may extend the Commitment Period to take into account any periods of suspension during the Commitment Period or in certain circumstances if You change Your Plan (refer to the Service Description applicable to Your Plan for details).</p> <p>The Commitment Period for a Multi-User Mobile Account may also be extended when Additional Mobile Users are linked to Your Multi-</p>

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	User Mobile Account after the commencement of Your Service. Any such extension will take effect in accordance with the terms applicable to Your Plan.
Content	Content refers to any data, information, images, graphics, audio visual content, applications, downloadable files or other multimedia content provided by us or a third party provider that can be accessed using the Crazy John's Network.
Contract	Contract means the binding agreement between You and us. The Contract is comprised of the documents described in clause 1.1 of these <i>General Terms</i> .
Customer Contact Centre	The Customer Contact Centre is the service we operate for the assistance and service of our customers for issues and queries they have relating to the Service. The Customer Contact Centre number is 1300 303 646. You are also able to submit queries to our Customer Contact Centre online by visiting our website at www.crazyjohns.com.au .
Crazy 25c Plan	Crazy 25c Plan means the Plan referred to in annexure 4 of the Part F Service Description for Post Paid Mobile Services or annexure 2 of the Part B Service Description for Post Paid Mobile Services (depending on when You connected, or changed, to Your Plan).
Crazy Blackberry Cap Plan	Crazy Blackberry Cap Plan means the Plan referred to in annexure 8 of the Part F Service Description for Post Paid Mobile Services.
Crazy BYO Phone Plan	Crazy BYO Phone Plan means the Plan referred to in annexure 1 of the Part F Service Description for Post Paid Mobile Services.
Crazy Cap Plan	Crazy Cap Plan means the Plan referred to in annexure 5, annexure 6 or annexure 7 of the Part F Service Description for Post Paid Mobile Services or annexure 3 of the Part B Service Description for Post Paid Mobile Services (depending on when You connected, or changed, to Your Crazy Cap Plan).
Crazy Discount	The Crazy Discount is a loyalty credit applied to Your bill during Your Commitment Period if Your Plan supports this feature. The value of the credit depends on the value of Your Minimum Monthly Commitment, as set out in the relevant Service Description for Your Service. We may refer to the loyalty credit by different names from time to time in our marketing material.
Crazy Discount Plan	Crazy Discount Plan means the Plan referred to in annexure 3 of the Part F Service Description for Post Paid Mobile Services.
Crazy John's	This refers to Mobileworld Operating Pty Ltd (ACN 090 451 433) (trading as Crazy John's), as do any references to <i>us</i> , <i>we</i> and <i>our</i> .
Crazy John's Mobile	Crazy John's Mobile means a mobile telephone that is connected to the Crazy John's Network, and which has a mobile telephone

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	number that is, at that time, allocated to a Crazy John's customer for the purpose of receiving mobile telecommunications services from Crazy John's under a contract with Crazy John's.
Crazy John's Network	Crazy John's Network means any Network we use to supply You with Your Service.
Crazy John's Privacy Policy	The Crazy John's Privacy Policy sets out our privacy obligations in terms of how we may deal with Your Personal Information. It is available for download at www.crazyjohns.com.au/privacy .
Crazy Mobile Broadband Plan	Crazy Mobile Broadband Plan means the Plan referred to in annexure 1 of the Service Description for Post Paid Mobile Broadband Services.
Crazy Phone Plan	Crazy Phone Plan means the Plan referred to in annexure 2 of the Part F Service Description for Post Paid Mobile Services or annexure 1 of the Part B Service Description for Post Paid Mobile Services (depending on when You connected, or changed, to Your Plan).
Crazy Prepaid Broadband MAX Plan	Crazy Prepaid Broadband MAX Plan means the Plan referred to in annexure 2 of the Service Description for Prepaid Mobile Broadband Services.
Crazy Simple Saver Plan	Crazy Simple Saver Plan means the Plan referred to in annexure 1 or annexure 2 (depending on when You connected to Your Plan) of the Part I Service Description for Post Paid Multi-User Mobile Services.
Crazy Talk Bonus	The Crazy Talk Bonus allows You to make certain calls and send certain messages using Your Service without additional charge. The types of usage to which Your Crazy Talk Bonus applies and the terms regarding the applicability and use of the Crazy Talk Bonus are set out in the Service Description applicable to Your Plan.
Crazy Talk Included Value	The Crazy Talk Included Value amount is the value of certain calls, messages and other usage of Your Service that You are able to make each month at the rates applicable to Your Service, before we will offset the charges You incur for this usage against Your Standard Included Value amount and then charge You for such usage at the rates applicable to Your Service. The types of usage to which Your Crazy Talk Included Value applies are set out in the Service Description applicable to Your Plan.
Crazy Talk Prepaid Credit	Crazy Talk Prepaid Credit means Prepaid Credit from which we will deduct the charges You incur for particular types of calls, messages and other usage of Your Service. The types of usage to which Crazy Talk Prepaid Credit applies are set out in Part E of this Agreement.
Credit Expiry Date	Credit Expiry Date means the date on which the Prepaid Credit allocated to Your Prepaid Mobile Service or Prepaid Mobile

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	Broadband Service is due to expire. This date will change over time, as further Prepaid Credit is allocated to Your Service.
Credit Expiry Period	Credit Expiry Period means the period specified on a Recharge Card or voucher (as applicable) for the particular Plan, or the period specified for the applicable Recharge Amount as specified in the terms of Your Prepaid Broadband Plan.
Customer Contact Centre	This means the service we operate for the assistance and service of our customers for issues and queries they have relating to our Service. The Customer Contact Centre number is 1300 303 646. You are also able to submit queries to our Customer Contact Centre online by visiting our website at www.crazyjohns.com.au .
Customer Equipment	The customer equipment covered by this contract includes any devices used to access the Service, such as a mobile phone handset or modem.
Data Rate	Means the rate we charge You per connection and per kilobyte or per megabyte (as specified in the terms of Your Plan) for Data Usage in excess of Your Monthly Included Data Credit (if applicable), as set out in the Service Description relevant to Your Service.
Data Usage	Your Data Usage is the amount of data that is uploaded and downloaded when You are using Your Service. This includes GPRS Data or data transmitted or received through the use of Your Internet Service.
Detailed Paper Bill	Detailed Paper Bill means a bill for Your Service in printed hardcopy form, which contains both a summary of the charges due and itemised charges for the individual calls, messages, GPRS and other usage of your Service made during the relevant Billing Period.
Detailed Paper Bill Fee	The Detailed Paper Bill Fee is the fee we may charge You if You request us to provide You with Detailed Paper Bills for Your Service, as set out in the relevant Service Description applicable to Your Plan.
Detriment	You may suffer a detriment if You are put at a disadvantage – this may take the form of a financial loss or some other reduction in benefits or enjoyment or use of the Service that is not financial in nature.
Do Not Call Register	The Do Not Call Register means the register established by the <i>Do Not Call Register Act 2006</i> and managed by Australian Communications and Media Authority.
Early Termination Charge	The Early Termination Charge is what we charge You if Your Service is disconnected or cancelled because You have not complied with the terms of Your Fixed-Period Contract or You have terminated a Fixed-Period Contract at Your convenience as described in clause

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	8.2 of these General Terms before the end of the Commitment Period or You change to a different Plan before Your Commitment Period has ended (in the circumstances set out in the relevant Service Description). The Early Termination Charge applicable to Your Service is set out in the relevant Service Description.
Easy to Remember Number	<p>Easy to Remember Number means a mobile telephone number containing:</p> <ul style="list-style-type: none"> (a) five or more of the same numbers in sequence (e.g 11111) (we call this a Platinum Number); (b) four or more numbers in sequence (e.g 1234 or 9876) (we call this a Gold Number); (c) triplet sets that are: <ul style="list-style-type: none"> (i) identical (e.g 250 250); (ii) double (e.g 111 999); (iii) identical pairs in same positions in the triplets (e.g 007 009 or 911 811); (iv) one triplet in sequence and another identical (e.g 234 000); (v) mirror image numbers (e.g 260 062); or (vi) one triplet of identical numbers (e.g 111 587); <p>(we refer to these as Silver Numbers); or</p> (d) number pairs (e.g 12 12 12 or 11 11 28) (which we also refer to as Silver Numbers).
Emergency	Emergency is a serious, unexpected, and potentially dangerous situation requiring immediate action.
Equipment	Equipment means any devices or other equipment used to access a Service, such as a mobile phone handset or modem.
Essential Term or Essential Clause	A term of this contract is an essential term if a breach of that term by either You or us would make it impossible or impractical for the other to continue to provide or receive the Service; for example, a continuing failure to pay bills or to provide the Service.
Excessive or Unusual Use	Excessive or Unusual Use means high volume usage of the Service within a small time frame, or sustained high usage exceeding the average usage of customers on a similar Plan, or other activity which suggests irregular network access.
Fair Use Policy	The Fair Use Policy is the terms and conditions set out in this document at part D.

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Fixed-Period Contract	This means any contract which includes a fixed period of time during which neither party is free to change the terms of the contract (except as specifically set out for in Your Contract) or to cancel the contract other than as specifically provided for, but excludes a month to month commitment period.
Flagfall	Flagfall means a connection charge or an initial charge per call made.
FLATchat Recharge Amount	FLATchat Recharge Amount means one of the Recharge Amounts specified in paragraph 1.2 of annexure 5 to the Service Description for Prepaid Mobile Services.
Force Majeure Event	<p>Force Majeure Event means an event or cause beyond the reasonable control of the party claiming force majeure. It includes each of the following, to the extent it is beyond the reasonable control of that party:</p> <ul style="list-style-type: none"> (a) act of God, flood, earthquake or explosion, cyclone, tidal wave, landslide or other natural disaster; (b) act of public enemy, war (declared or undeclared), terrorism or threat of terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic; and (c) a failure or refusal by our suppliers to grant us access to their Network.
General Terms	The General Terms are the terms and conditions set out in this Document at part A.
Goods and Services Tax	Goods and Services Tax (GST) has the meaning given in section 195-1 of the <i>A New Tax System (Goods and Services) Tax Act 1999</i> (Cth).
GPRS	GPRS means the General Packet Radio Service digital mobile service provided by us to communicate certain data over our Network.
GPRS Data	Means data communicated to Your Equipment via GPRS.
Handset	Handset means the mobile telephone Handset You use to access our Network. If Your Handset was provided by us, it includes any bundled accessories.
Handset Upgrade Option	The Handset Upgrade Option is an option we make available to customers applying for, or changing to, a Crazy Cap Plan, which allows the customer to choose the Handset supplied to them with their Crazy Cap Plan from a larger range. There may be more than one Handset Upgrade Option for each Crazy Cap Plan. A Handset

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	Upgrade Option is only available on a Plan when the terms of that Plan say that it is available.
Handset Upgrade Fee	The Handset Upgrade Fee is the monthly recurring payment which must be paid by customers who add a Handset Upgrade Option to their Plan. The Handset Upgrade Fee for the relevant Handset Upgrade Option is specified in the customer's Application for that Plan or is otherwise advised to the customer at the time that they connect, or change, to a Crazy Cap Plan.
IMEI	IMEI is the International Mobile Equipment Identity, which is a number unique to every mobile phone that is compatible with our Service. It is usually found printed on the phone underneath the battery. You can find Your IMEI by dialling the sequence *#06# on Your phone.
Included Data Credit	Included Data Credit means the amount of broadband data or GPRS Data we allocate You each month. If You are a Mobile Customer, the amount of Your Included Data Credit will be determined by which Mobile Internet Pack or other data option You select. If You are an Internet Customer, the amount of Your Included Data Credit will be specified in Your Plan. We deduct Your actual Data Usage from the amount specified in Your Included Data Credit before charging You for Data Usage at the Data Rate.
Included Value	Included Value means each of the Monthly Included Value, the Crazy Talk Included Value and the Standard Included Value.
Individual Commitment Period	The Individual Commitment Period is the period applicable to an Additional Mobile Number, being either 12 or 24 months (as selected in Your Application) from the date on which we begin supplying a Mobile Service to the Additional Mobile Number. At our option, the Individual Commitment Period will be extended to take into account any periods of Suspension during the Individual Commitment Period.
Integrated Public Number Database	Integrated Public Number Database means the industry wide database of numbers and customer data managed under the Carrier Licence Conditions (Telstra Corporation Limited) Declaration 1997
International Call	An International Call is a call to any mobile phone or fixed line phone connected to a telecommunications network outside of Australia.
International Roaming	International Roaming means using a service provider other than Crazy John's to provide You with Your Service, while You are outside of Australia.
Internet Customer	An Internet Customer is a customer who receives an Internet Service.
Internet Service	Internet Service means a Service involving the supply of fixed line or

Term	Definition
	Mobile Broadband internet services as set out in the Application for the Service.
Late Payment Fee	The Late Payment Fee is the Fee we may charge You if You do not pay the full amount on Your bill when it is due, as set out in the relevant Service Description for Your Service.
Minimum Monthly Commitment	The Minimum Monthly Commitment fee is the amount specified by You in Your Application that You agree to pay us, as a minimum amount, each month until the end of the Commitment Period, as changed in accordance with the terms of Your Plan (where the terms of Your Plan allow You to do so). For Multi-User Mobile Accounts, a separate Minimum Monthly Commitment fee will be payable in respect of each Plan Number for Your Account, and the fee may vary from Plan Number to Plan Number (if specified in Your Application). On a Multi-User Mobile Account, the Minimum Monthly Commitment for a Plan Number is payable until that Plan Number is removed from Your account or Your Plan expires (whichever occurs first).
MMS	MMS means the Multimedia Messaging Service standard for telephony messaging systems that allows sending messages that include multimedia objects (images, audio, video, rich text) in addition to simple text.
Mobile Broadband	Means high speed internet access that does not require a physical connection to the Network.
Mobile Coverage Area	Mobile Coverage Area means the area in which You may access the Service. Details of the Mobile Coverage Area are available for download at www.crazyjohns.com.au/coverage .
Mobile Customer	A Mobile Customer is a customer who receives a Mobile Service.
Mobile Internet Pack	A Mobile Internet pack is an option we provide to customers who wish to access GPRS Data services at a discounted rate. When You select a Mobile Internet Pack, we allocate You Included Data Credit depending on the value of Your Mobile Internet Pack. We then deduct Your actual GPRS usage from Your Included Data Credit before charging You for any excess usage at the Data Rate specified in the Service Description for Your Service.
Mobile Phone Repayments	Mobile Phone Repayments means any payments You owe to us as a result of purchasing Your handset from us on a deferred basis over Your Commitment Period (where You are on a Fixed Period Contract) or the period stated in Your Application (where Your Contract is not a Fixed Period Contract).
Mobile Service	Mobile Service means a Service involving the supply of mobile telecommunications services as set out in the Application for that Service.

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Monthly Included Value	The Monthly Included Value amount is the value (calculated using the rates applicable to Your Service) of certain calls, messages and other usage of Your Service that You are able to make each month before we charge You for that usage at the rates applicable to Your Service. We offset the value of that actual usage, at the rates applicable to Your Service, against Your Monthly Included Value amount before we charge You for such usage. The types of usage that Your Monthly Included Value applies to are set out in the Service Description applicable to Your Plan.
Monthly Credit Limit	Monthly Credit Limit means the credit limit agreed between You and us to be applied to Your account each Billing Period
Multi-User Account	The Multi-User Account is an option that allows customers to combine payments for several Services, and payments for several handsets, into one account. A Multi-User Account is selected and setup by You when You complete Your Application.
Multi-User Mobile Account (formerly known as 'Multi-User Business Account')	The Multi-User Mobile Account is an account that allows a Post Paid Multi-User Mobile Customer to add one or more additional mobile telephone numbers to their account, each having its own activated SIM card. A Multi-User Mobile Account is selected by You when You complete Your Application.
My Mates Option	The My Mates Option is an option we provide to Post Paid Multi-User Mobile Customers as described in the Part I Service Description for Post Paid Multi-User Mobile Services.
National Roaming	National Roaming means using the Service within Australia in places that are not within the Mobile Coverage Area, but in which networks operated by other suppliers may be used by You as a result of arrangements we have with our suppliers.
Network	Network means a “telecommunications network” as defined in the Act.
No Cost Basis	Termination of this contract on a No Cost Basis means that You must pay us promptly for any usage or access charges that You have incurred up to the date of termination and any installation or equipment costs that are outstanding as at the date of termination. You may still be required to continue to pay us any monthly payments for Your Handset under clause 16.7 but will not incur any additional costs by choosing to terminate the contract on this basis.
Number Change Fee	The fee we charge You if You request a change to Your Mobile Phone Number in certain circumstances, as set out in the Service Description applicable to Your Plan.
Number Request Fee	The fee we charge You if You request an Easy to Remember

Term	Definition
	Number.
Offence	An offence is an offence against the laws of Australia, any other country or any state or territory.
Payment Dishonour Fee	The Payment Dishonour Fee is the fee we may charge You where You pay by cheque and the cheque is dishonoured or You pay by direct debit and there are insufficient funds in Your account, as set out in the relevant Service Description for Your Service.
Payment Method Change Fee	The Payment Method Change Fee is the fee we charge You if You change the type of payment method for Your Service more than once in a Billing Period.
Personal Information	Information or an opinion about You, if You are a natural person and where Your identity is apparent or can reasonably be ascertained.
Personal Notice	<p>Notice will only be personal notice when we:</p> <ul style="list-style-type: none"> • send You a letter to the last address You have provided to us; • send You an email to Your email address if You have told us that we can send You emails at that address; or • include the information on or with Your bill. <p>For customers who are on a Prepaid Plan, in addition to the above, we can give You personal notice by making the information available to You and telling You how You can obtain the information. We will tell You how to obtain the information by recorded message, text message or in writing.</p>
PIN	PIN means Your personal identification number, which is the number that is allocated to Your account for security and access purposes. You will need to quote Your PIN when contacting our Customer Contact Centre or otherwise accessing Your account before You can get service for, or gain access to, Your account.
Plan	A Plan is the particular set of terms, conditions, fees and charges that apply to Your Service, and which are set out in an Annexure to the relevant Service Description. That Plan is selected by You on Your Application or is the Plan to which You decide to change (where permitted by the terms and conditions set out in the relevant part of the Service Description).
Plan Change Fee	The Plan Change Fee is the fee You must pay us if You change Your Post Paid Plan (where You are permitted to do so by the terms of the relevant Service Description). We may, in our discretion, waive this fee in certain circumstances.
Plan Number	The Plan Number for a Post Paid Multi-User Mobile Plan is the mobile telephone number that we allocate to You for use on that

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	Plan, together with (where the Plan is a Multi-User Mobile Account) any Additional Mobile Numbers allocated to You for use in connection with Your Multi-User Mobile Account.
Port	Port means to transfer Your mobile phone number from one carrier or carriage service provider to another carrier or carriage service provider in conjunction with Your Service.
Port Out Fee	The Port Out Fee is the fee You must pay us if You elect to port Your mobile telephone number to another carrier, as set out in the Service Description for Your Service.
Post Paid Broadband Customer	A Post Paid Broadband Customer is a customer who receives their Internet Service under a Post Paid Plan.
Post Paid Multi-User Mobile Service	A Post Paid Multi-User Mobile Service is a Post Paid Mobile Service as described in the Part I Service Description.
Post Paid Multi-User Mobile Customer	A Post Paid Multi-User Mobile Customer is a customer who receives their Mobile Service under a Post Paid Multi-User Mobile Plan.
Post Paid Mobile Broadband Service	A Post Paid Mobile Broadband Service is an Internet Service that is provided to You under a Post Paid Plan.
Post Paid Mobile Customer	A Post Paid Mobile Customer is a customer who receives their Mobile Service under a Post Paid Plan.
Post Paid Mobile Service	A Post Paid Mobile Service is a Mobile Service that is provided to You under a Post Paid Plan.
Post Paid Multi-User Mobile Plan	A Post Paid Multi-User Mobile Plan is a Post Paid Multi-User Mobile Service that is provided to You under a Post Paid Plan.
Post Paid Plan	A Post Paid Plan is a Plan whereby You pay for Your Service at the end of a Billing Period by paying the accrued charges for Your Service, as listed on Your bill.
Premium Service	Premium Services are services that supply content or provide for payment of services or other exchanges of information or transactions via mobile or fixed telephone accounts, at a rate that is higher than the rate otherwise charged under this Agreement for the type of call made or SMS sent or received. Premium services may involve making voice calls, sending an SMS, or accessing a mobile carrier "portal". Examples of Premium Services include (but are not limited to) dialing numbers beginning with '19', SMS voting, SMS competitions, live sport updates, and purchasing ring tones.
Prepaid Broadband Customer	A Prepaid Broadband Customer is a customer who receives their Internet Service under a Prepaid Plan.
Prepaid Broadband Plan	Prepaid Broadband Plan means the Plan referred to in annexure 1 of the Service Description for Prepaid Mobile Broadband Services.
Prepaid Crazy Cap	Prepaid Crazy Cap means the Plan described in annexure 2 or

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	annexure 4 to the Service Description for Prepaid Mobile Services (depending on when You activated Your Prepaid Service and when You last recharged).
Prepaid Crazy Plan	Prepaid Crazy Plan means the Plan described in annexure 1 or annexure 3 to the Service Description for Prepaid Mobile Services (depending on when You activated Your Prepaid Service and when You last recharged).
Prepaid Credit	Prepaid Credit means the credit we allocate to Your Prepaid Service account after You make one or more Pre-Payments for the Service. We will deduct the charges that You incur in using Your Service from Your credits.
Prepaid Customer	A Prepaid Customer is a customer who receives their Service under a Prepaid Plan.
Prepaid Data Credit	Prepaid Data Credit means the data allowance that we allocate to Your Prepaid Mobile Broadband Service account after You make one or more Pre-Payments for the Prepaid Mobile Broadband Service account. We will deduct the amounts of data You upload or download when using Your Prepaid Mobile Broadband Service from Your Prepaid Data Credit.
Prepaid FLATchat Plan	Prepaid FLATchat Plan means the Plan described in annexure 5 to the Service Description for Prepaid Mobile Services.
Prepaid Mobile Broadband Service	A Prepaid Mobile Broadband Service is an Internet Service that is provided to You under a Prepaid Plan.
Prepaid Mobile Customer	A Prepaid Mobile Customer is a customer who receives their Mobile Service under a Prepaid Plan.
Prepaid Mobile Plan	A Prepaid Mobile Plan is a Plan referred to in the annexures of the Prepaid Mobile Service Description.
Prepaid Mobile Service	A Prepaid Mobile Service is a Mobile Service that is provided to You under a Prepaid Plan.
Prepaid Plan	A Prepaid Plan is a Plan whereby You pay for Your Service usage only by making Pre-Payments. Once You exceed the amount of credit provided for that Pre-Payment amount You cannot use Your Service in a way that would incur charges unless and until You make a further Pre-Payment.
Prepaid Service	A Prepaid Service is a Service that is provided to You under a Prepaid Plan.
Pre-Payment	A pre-payment is an amount of money that You pay to us in advance of Your Billing Period, or if You have a Prepaid Service, an amount of money You must pay us in order for us to provide You with credits that You can use to apply to the use of, and that allow You to use, Your Service.

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Primary Account Holder	Primary Account Holder is the responsible party for all fees, charges and obligations arising on a Multi-User Account.
Primary Mobile Account Holder	Primary Mobile Account Holder is the responsible party for all fees, charges and obligations arising on a Multi-User Mobile Account.
Prohibited Content	Prohibited Content means Content that has been classified, or would be likely to be classified, as X 18+ or RC by the Classification Board established under section 45 of the <i>Classification (Publications, Films and Computer Games) Act 1995 (Cth)</i> .
Recharge Amount	Recharge Amount means the amount by which You recharge Your Prepaid Credit at a particular time. The manner in which You are able to recharge may depend on the terms of the Service Description applicable to Your Service.
Recharge Card or voucher	Recharge Card or voucher refers to a receipt which we make available, and which is purchased by You, for the purpose of allocating additional Prepaid Credit to Your Prepaid Mobile Service or Prepaid Data Credit to Your Prepaid Mobile Broadband Service.
Reconnection Fee	The Reconnection Fee is the fee we charge You if You request us to reconnect Your Service after we have Suspended, disconnected or cancelled Your Service, as set out in the Service Description relating to Your Service.
related body corporate	This term has the same meaning as in the <i>Corporations Act 2001 (Cth)</i> , and “related bodies corporate” has a corresponding meaning.
Restrict	Where we Restrict Your use of the Service we will limit Your access to or use of the Service. “Restricted” and “Restriction” have a corresponding meaning.
Restricted Call Value	The Restricted Call Value amount is the limit of the charges You incur each month at the rates applicable for Your Service for certain calls, messages and other usage of Your Service, that we will deduct from Your Standard Included Value. When You exceed the Restricted Call Value amount, or if You have exhausted Your Standard Included Value, we will charge You for that usage at the rates applicable to Your Service. The types of usage to which Your Restricted Call Value applies are set out in the Service Description applicable to Your Plan.
Roaming	Roaming refers to both International Roaming and National Roaming.
ROU	ROU means the holder's right, subject to Rights of Use of Numbers Industry Code, the Telecommunications Numbering Plan and the Act, to enjoy the beneficial use of a mobile telephone number and includes the ability to authorize a Port of the mobile telephone number (where Portability exists).

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ROU Holder	means the person to whom a mobile telephone number is issued and has a ROU of that number.
RIM	RIM means Research in Motion Limited.
Safety Barrier	Safety Barrier means a credit limit on Your expenditure for a Service, which You have requested us to apply to that Service each Billing Period.
Service	The services that we provide to You under Your Contract, which may include a mobile service, fixed line service, internet service or any other services.
Service Description	The Service Description for each Service are the terms that apply specifically to that Service and are incorporated into Your agreement with us in respect of that Service by virtue of clause 1.1 of these General Terms. More than one Service Description may apply to this Contract if You are acquiring multiple Services from us. The Service Descriptions form parts B, C, E, F, H, I and J of this document. You can obtain the Service Description for each Service we provide from our website at www.crazyjohns.com.au/terms .
Shared Crazy Cap Plan	Shared Crazy Cap Plan means the Plan referred to in annexure 9 of the Part F Service Description for Post Paid Mobile Services or annexure 4 of the Part B Service Description for Post Paid Mobile Services (depending on when You connected, or changed, to Your Crazy Cap Plan).
Shared Crazy Mobile Broadband Plan	Shared Crazy Mobile Broadband Plan means the Plan referred to in annexure 2 of the Part J Service Description for Post Paid Mobile Broadband Services.
SIM	SIM means a Subscriber Identity Module, which is a removable smart card You insert into Your Equipment that stores Your service-subscriber key.
SIM-only Crazy Cap Plan	SIM-only Crazy Cap Plan means a Crazy Cap Plan under which we do not agree to sell You a Handset, as described in annexure 6 or annexure 7 of the Part F Service Description for Post Paid Mobile Services or annexure 3 of the Part B Service Description for Post Paid Mobile Services (depending on when You connected, or changed, to Your Crazy Cap Plan).
SIM Replacement Fee	The SIM Replacement Fee is the fee that we charge You for the replacement of Your Crazy John's SIM card, as set out in the Service Description for Your Service.
SMS	SMS refers to the Short Message Service telecommunications protocol that allows the sending of text messages of 160 characters or less.
Special Number	A Special Number is a phone number commencing with any of the

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	following prefixes: 001, 0103, 1225, 1245, 13, 15, 18 and 19, or a satellite number (eg 'Inmarsat', 'MobileSat' number), 'Itterra' remote service or 'Ships at sea' number (each as described in the Service Description applicable to Your Service).
Special Promotion	A Special Promotion refers to a written offer by us to provide You with a benefit relating to Your Service which is not set out in our Standard Form of Agreement, which we provide to You at the time of making Your Application, or of which we give You Personal Notice. A Special Promotion may include us offering to provide additional goods or services or offering to make available certain discounts or credits relating to Your Service.
Standard Call Rate	The Standard Call Rate is the rate specified in Your Plan that You will be charged for each 30 second or 1 minute block (as specified in the terms of Your Plan) for voice calls You make to Australian fixed-line or mobile telephone numbers when You are not Roaming.
Standard Included Value	The Standard Included Value amount is the value of certain calls, messages and other usage of Your Service that You are able to make each month at the rates applicable to Your Service, before we will charge You for such usage at the rates applicable to Your Service. The types of usage to which Your Standard Included Value applies are set out in the Service Description applicable to Your Plan.
Standard Prepaid Credit	Standard Prepaid Credit means Prepaid Credit from which we will deduct charges incurred for particular types of calls, messages and other usage of Your Service. The types of usage to which Standard Prepaid Credit applies are set out in Part E of this Agreement.
Standard Recharge Amount	Standard Recharge Amount means a Recharge Amount that is equal to or more than \$5.00 and not one of the Cap Recharge Amounts.
Summary Paper Bill	Summary Paper Bill means a bill for the charges due in relation to Your Service which is in printed hardcopy form, which summarises the charges due but does not contain itemised charges for the individual calls, messages, GPRS or other usage of your Service made during the relevant Billing Period.
Supplier	A Supplier is a person who provides us with services that we use to provide the Service to You.
Suspension	Suspension occurs when we temporarily withdraw the Service and You are unable to access or use it, except for the purpose of making emergency calls. "Suspend" and "Suspended" have a corresponding meaning.
Telecommunications Numbering Plan	The Telecommunications Numbering Plan 1997 as amended from time to time. A copy of the Telecommunications Numbering Plan may

Term	Definition
	be obtained from www.acma.gov.au .
Temporary Financial Hardship	You will be considered to be suffering "Temporary Financial Hardship" if Your current financial circumstances prevent You from paying Your bill in full but, with the assistance of an extension or a payment arrangement, You reasonably expect to be able to pay future bills.
Text Pack	A Text Pack is an option we provide to Post Paid Mobile Customers and Post Paid Mobile Broadband Customers to enable them to send SMS messages at a special price.
Text Pack Credit	Text Pack Credit means the number of SMS messages we allocate to Your Text Pack each month.
TCP Code	TCP Code means the Telecommunications Consumer Protections (TCP) Code (C628:2007). It is an industry code of practice developed by Communications Alliance Ltd. It can be reviewed at the Communications Alliance website (www.commsalliance.com.au).
Transfer Date	Transfer Date means the date we transfer Your Service from Your previous service provider to us following our acceptance of a Change of Ownership Form.
Unusually High Usage	Unusually high usage is a level of usage of Your Service in one Billing Period that is at least three times higher than Your average usage in preceding Billing Periods.
VHA	VHA means Vodafone Hutchison Australia Pty Limited (ABN 76 096 304 620) and any company in which Vodafone Hutchison Australia Pty Limited owns more than 15% of the issued share capital, and includes Vodafone.
VHA Network	VHA Network means any network owned or operated by VHA, and includes the Vodafone Network and the Network of Vodafone Hutchison Australia Pty Limited which operates under the trade mark '3'.
Video Call Rate	The Video Call Rate is the rate specified in Your Plan that You will be charged for each 30 second or 1 minute block (as specified in the terms of Your Plan) for video calls that You make to Australian fixed-line or mobile telephone numbers when You are not Roaming.
Vodafone	Vodafone refers to Vodafone Network Pty Limited (ABN 31 081 918 461) or Vodafone Pty Limited (ABN 76 062 954 554).
Vodafone & 3 Crazy Talk	Vodafone & 3 Crazy Talk allows You to make certain calls using Your Service without additional charge. The types of usage to which Vodafone & 3 Crazy Talk applies and the terms regarding the applicability and use of Vodafone & 3 Crazy Talk are set out in the Service Description applicable to Your Plan.

Term	Definition
Vodafone Mobile	Vodafone Mobile means a mobile telephone that is connected to the Vodafone Network, and which has an Australian mobile telephone number that is, at that time, allocated to a Vodafone customer for the purpose of receiving mobile telecommunications services from Vodafone under a contract with Vodafone.
Vodafone Network	Vodafone Network means the Network operated by Vodafone Network Pty Limited (ABN 31 081 918 461).
Vodafone or 3 Mobile	Vodafone or 3 Mobile means a mobile telephone that is connected to the VHA Network, and which has an Australian mobile telephone number that is, at that time, allocated to a VHA customer for the purpose of receiving mobile telecommunications services from VHA under a contract with VHA.
You	You refers to the person acquiring the Services as identified on the Application who is liable for the all fees and charges in respect of the Service, as does <i>Your</i> .