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# JUST Prepaid Mobile Services Agreement

## Terms and Conditions

(Updated 19 December 2016)

### Part 1, General Terms and Conditions

Commoditel (Australia) Pty Ltd (ACN 105 982 027) trading as JUST Prepaid Mobile ("Just Prepaid Mobile", "we" or "us"), will provide You with the Services in accordance with: these General Terms and Conditions and the Service Description; the applicable charges shown in the Standard Rate Table attached as Appendix 2 as modified from time to time; the JUST Prepaid Mobile on-line Order (the "Order") and the MSN Porting Terms and Conditions (as applicable) (collectively, the "Agreement").

## 1. Provision of Services

- 1.1 JUST Prepaid Mobile will provide You with prepaid digital mobile telecommunication services and such other services as JUST Prepaid Mobile may agree to provide to You from time to time ("Services") on the terms of this Agreement.
- 1.2 JUST Prepaid Mobile will provide the Services using our facilities and services and/or those of other Suppliers.
- 1.3 JUST Prepaid Mobile will provide the Services on the Network for use with Your Phone and one or more SIM cards encoded with information used to access the Services.
- 1.4 To the extent permitted by law, JUST Prepaid Mobile may change a Supplier (including but not limited to the Network) used in the supply of the Services, its products or its charges from time to time without notice to You. JUST Prepaid Mobile may also vary this Agreement by giving You reasonable notice by either advising you in writing or publishing a notice of variation in accordance with the Telecommunications (Standard Form of Agreement Information) Determination 2003. This Agreement, as amended from time to time, will be available on the JUST Prepaid Mobile Web Site [www.justmobile.com.au](http://www.justmobile.com.au).

## 2. SIM Cards

- 2.1 SIM cards remain the property of JUST Prepaid Mobile. JUST Prepaid Mobile specifies certain procedures for activation of Your SIM card to protect against unauthorised use. You must return the SIM card within a reasonable time if requested by JUST Prepaid Mobile, if JUST Prepaid Mobile suspends or terminates the Services, or if You are disconnected from the Services.

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- 2.2 You must take all reasonable care to keep the SIM card safe and in good condition. Refunds will only be provided for SIM cards that have technical faults and were not the result of misuse by the consumer.
- 2.3 Once the SIM card is open, there is no exchange, no return and no refund unless a manufacturer's defect is found.
- 2.4 You must notify us immediately if any SIM card is lost, stolen or destroyed (whether Connected or not). You will be responsible for the cost of a replacement SIM card, at the rate shown in the Standard Rate Table.
- 2.5 You will be liable for the charges incurred through the use of the Services supplied in relation to Your SIM card. This includes the charges incurred through the use of the Services where Your SIM card has been lost, damaged or stolen (whether Connected or not) prior to JUST Prepaid Mobile being notified of the loss or theft.
- 2.6 Global roaming and roaming on other domestic mobile networks is unavailable on prepaid at this point in time.
- 2.7 JUST Prepaid Mobile has the right to refuse the provision of subsequent SIM cards to You, once You apply to receive, or currently have registered in Your name or an associate's name, two (2) or more JUST Prepaid Mobile SIM cards.

### **3. Period of Agreement and Charges for Services**

- 3.1 This Agreement starts when You purchase and are provided with a Starter Pack. This Agreement terminates when You are disconnected from the Network.
- 3.2 Once You are Connected You will be charged for the use of the Services in accordance with the Standard Rate Table. JUST Prepaid Mobile may vary the rate of fees and charges for the Service, including adding extra charges, from time to time, without notice to You. A copy of the new rate of fees and charges will be made available via the [Website](#)
- 3.3 When You Connect, Your Account will be activated on the Network with the JUST Prepaid Mobile Call Credit value You have purchased (eg \$5) and added to Your Account Balance. Initial and subsequent Call Credits can be applied to Your Account using the Recharge methods provided by JUST Prepaid Mobile and detailed in clause 22.

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- 3.4 Unless expressly stated otherwise, the charges payable for the Services under this Agreement are inclusive of GST. Where the charges are expressed to be exclusive of GST, You must pay to JUST Prepaid Mobile in addition to the charges for the Services, an amount equal to any GST payable on the supply of the Services. That additional amount is payable at the same time as any part of the charges for the Services is payable.
- 3.5 You will not receive an invoice or statement of account from JUST Prepaid Mobile for the use of the Services.

**4. MSN Porting to JUST Prepaid Mobile**

- 4.1 If in providing the Services to You, JUST Prepaid Mobile needs to change Your arrangements with Your current Supplier, then JUST Prepaid Mobile will do so in accordance with this clause.
- 4.2 If You want to transfer Your existing MSN to us, You are required to notify us of your intention to Port when ordering Your Starter Pack or when You Connect. Porting will take place in accordance with the Australian Communications Industry Forum industry code Mobile Number Portability ACIF C570 June 2001 (MNP Code) and in accordance with our MSN Porting Terms and Conditions via the Website You must agree to our MSN Porting Terms and Conditions before we can Port your MSN to JUST Prepaid Mobile.
- 4.3 You acknowledge and agree that:
- 4.3.1 You have a contractual right to the MSN and as such are authorised to request the porting of your MSN to JUST Prepaid Mobile.
- 4.3.2 If your MSN is Ported, only your MSN switches to JUST Prepaid Mobile. No existing value added services with your current Supplier will be transferred, which may result in the loss of (or the loss of access to) these services from your current Supplier, including voice mail, SMS, paging or facsimile services. However, such services may instead be provided by JUST Prepaid Mobile upon your application and payment of any relevant fees.
- 4.3.3 You may have outstanding contractual obligations and costs owed to your current Supplier. You will remain responsible for all amounts owing to Your current Supplier of telecommunications services for any services they supply to You. To the extent that JUST Prepaid Mobile becomes liable to a third party in relation to any services supplied to You, You will indemnify Us and will keep Us indemnified against any and all such liability as well as

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any costs, including legal costs, We incur in connection with any such liability.

- 4.3.4 You may have an ongoing contract with your current Supplier, which requires the payment of cancellation and/or termination fees (including any early termination fees) to that Supplier if you switch to JUST Prepaid Mobile.
- 4.3.5 Your current Supplier may or may not disconnect your existing mobile service and value added services and Porting your MSN may result in finalisation of your account for those services.
- 4.3.6 JUST Prepaid Mobile will use all reasonable efforts to port Your MSN on or before the requested cut over date but have no liability to You for any delays in Porting. The requested cut over date should not be more than 30 days from the date of making the request to Port Your MSN.
- 4.3.7 You are responsible for any charges imposed by Your current Supplier in relation to unsuccessful or rejected Port requests due to:
1. insufficient or incorrect information provided to JUST Prepaid Mobile;
  2. concurrent competing Porting requests in relation to Your MSN; or
  3. Your termination of the services with Your current Supplier before JUST Prepaid Mobile transfers Your MSN on Your nominated Port cut over date.
- 4.3.8 You are responsible for ensuring that your current handset is GSM compatible. If you are Porting from a CDMA network or any other mobile platform, you may need to purchase a new GSM compatible Phone.
- 4.3.9 You are responsible for ensuring that your Phone does not have Network Locking applied by your existing Supplier. If you currently have a Phone, you may need to get any SIM security or Network Locking removed by your current Supplier, have your Phone re-programmed prior to porting or get a new Phone.

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- 4.3.10 JUST Prepaid Mobile may disclose information to other carriers, network providers and portability service suppliers for the purpose of porting, routing calls and SMS messages to the MSN after porting activity, complaint handling, customer and network fault management, fraud prevention, fraud investigations, and to financial institutions for the purpose of fraud prevention and to assist in fraud investigation.
- 4.3.11 If Your current Supplier credits us with any amount concerning services provided before the date of transfer, JUST Prepaid Mobile will credit that amount to Your Account.
- 4.3.12 If another Supplier raises a proper charge with us relating to a service it provided to You before Your MSN was Ported to us, JUST Prepaid Mobile will advise You accordingly and You must pay the other Supplier that amount. If You dispute the amount claimed, You must notify us in writing. You may also be liable to pay to us or Your previous Supplier charges relating to disputes or investigations by either of us arising out of transfer of the Services from another Supplier to us. JUST Prepaid Mobile reserves the right to charge a Port in fee for Porting Your MSN to us from another Supplier.

**5. MSN Porting From JUST Prepaid Mobile**

- 5.1 If You Port Your MSN to another Supplier, then,
1. You remain responsible to us for amounts payable prior to the Port-out;
  2. You may be liable to pay to us a Port-out fee; and
  3. You forfeit any remaining Call Credits in Your Account.
  4. When JUST Prepaid Mobile Ports Your MSN to another Supplier, provision of Services cease and this Agreement terminates.

5.2 JUST Prepaid Mobile reserves the right to charge a Port-out fee for Porting Your MSN to another Supplier.

## 6. Personal Information

6.1 JUST Prepaid Mobile may collect Personal Information about You.

6.2 You acknowledge and agree that:

6.2.1 JUST Prepaid Mobile may collect Your Personal Information from You or from a credit provider or credit reporting agency (subject to the requirements of Part IIIA of the Privacy Act). The ACA requires us to collect certain identifying information about You before You can be Connected. If JUST Prepaid Mobile does not collect Your Personal Information JUST Prepaid Mobile may not be able to provide the Services to You.

6.2.2 All information provided by You to JUST Prepaid Mobile is accurate, true and correct in all material respects;

6.2.3 JUST Prepaid Mobile may use Your Personal Information:

1. to provide the Services to You (including the investigation or resolution of disputes relating to any Services provided to You or other customer care related activities);
2. carrying out credit checking and scoring (unless we have agreed otherwise);
3. to provide information to You about other goods or services which JUST Prepaid Mobile or any of our Related Bodies Corporate or any of our partners and associates (such as telecommunication entities, providers of products or services which are related to the Services, distributors, outlets, media entities, event organisers, equipment suppliers and the suppliers of any other product or service with whom JUST Prepaid Mobile has engaged in a joint initiative) may offer to You;
4. carrying out market and product analysis and marketing our products and services generally;
5. to enable You to participate in any reward or referral program established by JUST Prepaid Mobile which You elect to participate in; and
6. as otherwise authorised or required by law.

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6.3 JUST Prepaid Mobile may disclose Your Personal Information to:

1. other Suppliers for the purpose of enabling us to provide the Services to You (including the investigation and resolution of disputes or complaints concerning the provision of the Services);
2. Related Bodies Corporate, our partners and associates (such as telecommunication entities, providers of products or services which are related to the Services, distributors, outlets, media entities, event organisers, equipment suppliers and the suppliers of any other product or service with whom JUST Prepaid Mobile has engaged in a joint initiative) so that they can provide information to You about goods and services they offer;
3. Regulators, government agencies or individuals appointed by a government responsible for the investigation and resolution of disputes or complaints concerning Your use of the Services for the purpose of enabling investigation and resolution of those disputes or complaints;
4. other entities with whom JUST Prepaid Mobile have established or will establish an affinity program to enable You to participate in the affinity program;
5. other entities who provide services to Us related to the provision of the Services to You (including SMS, a mail house, resellers (or contractors engaged by resellers) to enable them to provide those services to Us or administer payment arrangements in connection with those services; and
6. credit providers or credit reporting agencies for the purposes permitted under the Privacy Act;
7. law enforcement agencies to assist in the prevention of criminal activities; and
8. as otherwise authorised or required by law.

6.4 If required by law, JUST Prepaid Mobile will provide You with access to Your Personal Information upon request.

6.5 Calling Line Identification will be automatically activated on commencement of the Services. If You do not want Your number displayed, it is Your responsibility to deactivate this functionality.

6.6 JUST Prepaid Mobile may also use your personal information to promote and market our services to you (including by way of direct mail, telemarketing, SMS and MMS messages). JUST Prepaid Mobile does this to keep you informed of its products, services and special offers. If you do not wish JUST Prepaid Mobile to promote and market its products, services and special offers to you,



please call Customer Care on 1300 785 758 (standard call rates apply).

6.7 In relation to marketing and promotional material sent to You via email, JUST Prepaid Mobile will send such material only if you elect to receive it (i.e. opt-in) or if it is provided in response to your request. You can indicate your opt-in preference at JUST Prepaid Mobile's website.

## **7. Your Use of the Services**

7.1 In using the Services, you must comply with all laws, all directions of a Regulator and reasonable directions of JUST Prepaid Mobile.

7.2 You must not use, or attempt to use, the Services:

1. to break any law or to infringe another person's rights;
2. to expose JUST Prepaid Mobile to liability;
3. in any way which damages, interferes with or Interrupts the Services, or any telecommunications network, equipment, or facilities, or cabling controlled by a Supplier to supply the Services;
4. in any way which may damage any property or injure or kill any person; and
5. to transmit, publish or communicate material which is defamatory, offensive, abusive, indecent, menacing or unwanted, or in breach of copyright or any obligations of confidentiality or otherwise in breach of any law. You will indemnify JUST Prepaid Mobile and our Related Bodies Corporate for any loss or expense we suffer as a result of You doing any act in breach of clause 7.1 or 7.2.

- 7.3 You acknowledge that JUST Prepaid Mobile may be required by law to intercept communications over the Services and may also monitor your usage of the Services.
- 7.4 JUST Prepaid Mobile may ask you to stop doing something which JUST Prepaid Mobile reasonably believes is contrary to clause 7.2. You must immediately comply with any such request. If you do not, then JUST Prepaid Mobile may take any steps reasonably necessary to ensure compliance with clause 7.2 or the request, including suspending or disconnecting Your Service.
- 7.5 You acknowledge that JUST Prepaid Mobile gives no warranty in relation to the performance or characteristics of any software supplied in connection with the Services.
- 7.6 You are wholly responsible for the security and use of Your Phone and SIM card and indemnify JUST Prepaid Mobile against all claims which may arise through Your use of the Services. This includes the use of Services which incorporate new technologies such as SMS, MMS, GPRS and other value added services offered by JUST Prepaid Mobile for use on Your Phone.

## **8. Suspension and Disconnection of Services**

- 8.1 JUST Prepaid Mobile may from time to time and without notice or liability to You suspend or disconnect any of the Services (and at our discretion disconnect Your SIM card from the Network) in any of the following circumstances:
1. during any technical failure, modification or maintenance of the Network (but in that event JUST Prepaid Mobile will procure resumption of the Services as soon as reasonably practicable);
  2. if You fail to comply with any of these terms and conditions until the breach (if capable of remedy) is remedied;
  3. if You do, or allow to be done, anything which in JUST Prepaid Mobile's reasonable opinion may have the effect of jeopardising the operation or quality of the Services or causes interference with the Network;
  4. if You inform JUST Prepaid Mobile that You have lost or damaged Your SIM card;
  5. if JUST Prepaid Mobile suspects on reasonable grounds that You or any person using the Services has acted illegally or fraudulently in relation to the Services;
  6. if You have not complied with any acceptable use policy of JUST Prepaid Mobile;

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7. JUST Prepaid Mobile is required to do so by law or a Regulator requires JUST Prepaid Mobile to do so;
8. it is reasonably required in the event of an Emergency; or
9. Your Account Balance falls to zero and You do not recharge within the Grace Period.

8.2 JUST Prepaid Mobile can permanently disconnect You from the Network if:

1. After Your Account Balance falls to zero, You do not Recharge within the Grace Period;
2. You fail to use the Services in accordance with clause 7;
3. You have not done what You have promised JUST Prepaid Mobile You would do, even after JUST Prepaid Mobile has given You seven extra days to do so;
4. You do anything which JUST Prepaid Mobile believes may damage the Network;
5. JUST Prepaid Mobile believes that You have used the Services to commit unauthorised, criminal or unlawful activities;
6. a criminal law-enforcement agency asks JUST Prepaid Mobile to disconnect You because it has a suspicion on reasonable grounds that You have used, or are likely to use, the Services to engage in criminal conduct;
7. it is reasonably necessary to enforce the criminal laws or laws imposing pecuniary penalties, protect the public revenue or safeguard national security;
8. a Regulator requires JUST Prepaid Mobile to do so; or
9. JUST Prepaid Mobile reasonably believes your Phone or equipment infringes the Intellectual Property Rights of a third party.

8.3 When disconnected from the Network:

1. You no longer have the right to use Your MSN and JUST Prepaid Mobile is unable to return it to You;
2. You must immediately return the SIM card to JUST Prepaid Mobile;
3. This Agreement immediately terminates; and
4. You forfeit Your Account Balance.
5. Without limiting any other rights of JUST Prepaid Mobile under the General Terms, JUST Prepaid Mobile may cancel the Services by a 30 days notice published in at least one major daily newspaper in each capital city in Australia. All Call Credits unused at the Service cancellation date will be forfeited.

- 8.4 Upon cancellation of the Services for any reason, You must promptly return the SIM card to JUST Prepaid Mobile.
- 8.5 JUST Prepaid Mobile reserves the right to charge You the SIM card replacement fee for SIM cards not returned within 60 days of cancellation.

## **9. Termination**

- 9.1 JUST Prepaid Mobile may terminate this Agreement by giving 30 days written notice to You. You may terminate this Agreement at any time.
- 9.2 JUST Prepaid Mobile may terminate this Agreement immediately by notice to You if You have breached a material clause of this Agreement.
- 9.3 You remain liable for all charges payable under this Agreement in respect of Services up to the time of termination.
- 9.4 If You are an individual, in the event of Your death, JUST Prepaid Mobile reserves the right to terminate this Agreement without notice as soon as JUST Prepaid Mobile becomes aware of Your death. All outstanding charges under this Agreement must be paid by Your estate.
- 9.5 If You terminate this Agreement by giving 30 days written notice pursuant to Clause 9.1, any Call Credits remaining in your Account Balance at the time of termination will be retained by JUST Prepaid Mobile.
- 9.6 Termination is without prejudice to the rights and obligations of the parties which have accrued prior to termination.

## **10. Limitation of Liability**

- 10.1 The performance of some Services may be affected by Your levels of use, the levels of use of other users and of facilities related to the provision of the Services. Consequently, JUST Prepaid Mobile does not warrant that the Services will be free of blockages, delays, network congestion, interference or faults of this kind and JUST Prepaid Mobile will not be responsible for any loss or damage which may arise as a result. You acknowledge that You are responsible for inquiring whether mobile coverage is available in areas in which You will ordinarily require the Services.

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10.2 You may have certain rights and remedies under the Trade Practices Act 1974 (Cth) and other laws, which may imply certain conditions and warranties into this Agreement. JUST Prepaid Mobile does not exclude or restrict or modify those rights, remedies or implied conditions and warranties where it is unlawful to do so. All other terms, conditions, warranties, undertakings, inducements and representations, whether express or implied relating to the supply of the Services are excluded. Where JUST Prepaid Mobile is liable for any loss or damage in connection with or arising from the breach of any term, condition, warranty or remedy implied by the Trade Practices Act 1974 (Cth) JUST Prepaid Mobile's liability is limited to resupplying, repairing or replacing the relevant Service where the Service is not of a kind ordinarily required for personal, domestic or household use or consumption.

10.3 Subject to clause 10.2 JUST Prepaid Mobile is not liable to You or any third party for any direct or consequential loss or damage however suffered or incurred (whether in tort, negligence or otherwise) in relation to the Services. However, JUST Prepaid Mobile does not exclude liability for death or personal injury caused by negligence.

10.4 JUST Prepaid Mobile has no liability to You or to any other person for:

1. acts or defaults of other Suppliers;
2. faults or defects in Services which are caused to any material extent by Your own conduct or misuse;
3. faults or defects that arise in telecommunication services not provided under this Agreement (even if they are connected, with our consent, to Services which JUST Prepaid Mobile have arranged under this Agreement) which are due to incompatibility with the Services;
4. Porting of Your MSN in accordance with a Porting request received by us;
5. any delays in implementing a request to Port Your MSN; or
6. a failure to implement a request to Port Your MSN.

## **11. Confidentiality**

11.1 JUST Prepaid Mobile or the Supplier retains all Intellectual Property Rights in any information relating to the Services, the design or operation of the Network and other technical information relating to the provision of the Services.

11.2 You will keep Confidential Information confidential, and will not allow any written or electronically recorded material to be copied.

11.3 On the termination of this Agreement for any reason, You will return all Confidential Information to us. If You have destroyed the Confidential Information, or any part thereof, then You will give JUST Prepaid Mobile a written declaration to that effect.

## **12. Force Majeure**

12.1 JUST Prepaid Mobile is not liable for:

1. any delay in installing any Service;
2. any delay in correcting any fault in any Service;
3. failure or incorrect operation of any Service; or
4. any other delay or default in performance under this Agreement, if it is caused by any event or circumstance reasonably beyond Our control, including but not limited to war, accident, civil commotion, riot, military action, sabotage, act of terrorism, vandalism, embargo, judicial action, labour dispute, an act of a government or a government authority, acts of God, earthquake, fire, flood, plague or other natural calamity, computer viruses, hacker attacks or failure of the internet or delay, or failure or default by any other Supplier.

## **13. Assignment**

13.1 You will not assign, charge or otherwise deal with Your rights under this Agreement except with JUST Prepaid Mobile's prior written consent.

13.2 JUST Prepaid Mobile may assign all JUST Prepaid Mobile's rights and obligations under this Agreement without notice.

**14. General**

- 14.1 Information -- JUST Prepaid Mobile may give to and receive from other Suppliers information about Your Account, including particulars of calls and call charges.
- 14.2 Governing law -- this Agreement is governed by the laws of the state in which you ordinarily reside.
- 14.3 Entire Agreement -- this Agreement contains the whole understanding between You and JUST Prepaid Mobile to the exclusion of any prior or collateral Agreement or understanding of any kind relating to the Services.
- 14.4 No reliance -- You acknowledge that You enter into this Agreement entirely as a result of Your own enquiries and that You do not rely on any statement, representation or promise by JUST Prepaid Mobile or on JUST Prepaid Mobile's behalf not expressly set out in this Agreement.
- 14.5 Release -- You release JUST Prepaid Mobile and its officers, agents and advisers from all claims, suits and demands of every kind (including negligence) arising from the relationship of the parties concerning this Agreement before it was signed, and from the negotiations leading to it.
- 14.6 Waiver -- the failure by either party to exercise any right or remedy under this Agreement in a timely manner does not constitute acceptance of the matter which gave rise to the right or remedy, nor that party's waiver of such right or remedy.
- 14.7 Notice -- A notice issued under this agreement must be in writing and will be taken to be received:
1. if left at the address of the addressee at the time it was left; if sent by ordinary post, on the third day after posting;
  2. if sent by email, at the time of successful transmission; and
  3. if sent by SMS, at the time of successful transmission.

14.8 Survival -- termination of this Agreement shall not affect the continued operation of provisions in this Agreement which by their nature survive termination or expiration of this Agreement including but not limited to clause 2, 4.2(c), 6.2, 6.3, 6.4, 7.3, 10, 11.

## 15. Customer Care

15.1 Any questions or complaints in relation to the Services should be addressed to Customer Care by:

Calling 887 (from JUST Prepaid Mobile SIM only)	On Your mobile handset with a JUST SIM inserted, activated and sufficient positive account balance. Charged at the rates shown in the Standard Rate Table.
Calling 1300 785 758	From all mobiles and landlines. Charged at the rates shown in the Standard Rate Table.
Emailing to	<a href="mailto:care@justprepaidmobile.com.au">care@justprepaidmobile.com.au</a>
Faxing to	(02) 9954 4215
Posting in writing to	JUST Prepaid Mobile PO Box 1138 North Sydney, NSW 2059

15.2 Should you feel a complaint is not satisfactorily resolved you may be entitled to raise certain matters with the Australian Communications and Media Authority (ACMA), Australian Consumer and Competition Commission (ACCC) or the Telecommunications Industry Ombudsman (TIO).



## Part 2, Service Description

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### 16. The Service

16.1 JUST Prepaid Mobile will supply the Services at the published rates described in the Standard Rate Table.

16.2 You can use the Services to make voice calls from Your Phone during the Access Period to:

1. any other mobile phone connected to any mobile telecommunications network in Australia; and
2. any fixed line phone connected to any fixed line telecommunications network in Australia
3. international telephone numbers;
4. 13, 1300 and 1800 numbers and other Australian telephone numbers specified on the [Website](#) from time to time; and
5. special numbers listed in the Standard Rate Table.

16.3 You can also use Your Phone during the Access Period to access other Services listed in the Standard Rate Table, including but not limited to SMS and MMS.

16.4 You may only have one Service per Account.

16.5 Subject to approval, You may have a maximum of five (5) Services.

### 17. Service Description

17.1 The Services include prepaid calling from a GSM Phone for most voice calls made within Australia.

17.2 JUST Prepaid Mobile may vary the Services if reasonably required for technical, operational or commercial reasons. If doing so has a significant detrimental effect on Your individual Service then You may cancel that individual Service by giving notice to JUST Prepaid Mobile.

17.3 The following restrictions apply to the use of the Services:

1. it does not support call diversion other than to our Voicemail service;

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2. it cannot be used to Roam on other domestic or overseas mobile networks;
3. it may not support other services set out on the JUST Prepaid Mobile [Website](#) from time to time;
4. it does not support paging or faxing services;
5. it cannot be used for some specialist data and all fax services;
6. calls made using 0015 or 0019 to international destinations are barred;
7. calls made to 1900 numbers are barred
8. in relation to JUST Prepaid Cap Plan, SMS services to premium rated numbers are barred; and
9. it cannot be used to call other special numbers as determined by JUST Prepaid Mobile.

17.4 You acknowledge that the services may not be available from time to time as a result of a number of factors, including capacity constraints, electromagnetic interference, adverse weather conditions, excessive Network use, equipment or Phone failure, your location (particularly if indoors or underground), or during maintenance activities.

## **18. Accessing the Service**

18.1 To obtain the Service, You will need to apply for a Starter Pack by:

1. placing an Order via the Website
1. calling 1300 785 758 or
2. purchasing a Starter Pack from an JUST Prepaid Mobile authorised sales agent ("Reseller").

18.2 You acknowledge and agree that JUST Prepaid Mobile and/or the Reseller will subject the information that You submit on Your Order to a verification check.

18.3 If Your Order to:

1. JUST Prepaid Mobile over the Web is accepted, then Your Starter Pack, will be dispatched to You. Your Starter Pack will be delivered to the delivery address You specify in Your Order within 7 working days.

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2. a Reseller is accepted in a retail outlet, You will be able to collect Your Starter pack after paying the Reseller for the Starter Pack.

18.4 If an ordered item is out of stock You will either be notified by email within 48 business hours or informed at the time of Your Order the estimated delivery date for the item.

18.5 Once You have received Your Starter Pack, You will need to Connect and select any optional Service features, if applicable.

18.6 You may only Port Your existing MSN during the JUST Prepaid Mobile standard hours of operation of which details can be obtained from Our [Website](#). Furthermore Our standard hours of operation may change without notice therefore it remains Your responsibility to visit the [Website](#) to ascertain the current standard hours of operation.

18.7 The SIM card is ready to use once You have Connected by calling the activation line service on 888 from Your Phone.

18.8 You may only Recharge by following the process outlined in clause 22.

18.9 Customer Care is available via:

JUST Prepaid Mobile: Call 887	On Your mobile handset with a JUST Prepaid SIM inserted, activated and sufficient positive account balance. Charged at the rates shown in the Standard Rate Table.
Landlines and Other Mobile: 1300 85 758	From all mobiles and landlines. Charged at the rates shown in the Standard Rate Table.
Email to	care@justprepaidmobile.com.au
Fax to	(02) 9954 4215

18.10 Refund/Return Policy - JUST Prepaid Mobile operates a "no refund" policy. JUST Prepaid Mobile will only refund customers if the customers can show that they have been charged an incorrect amount. JUST Prepaid Mobile will also replace a faulty SIM free of

charge. Customers are to return the faulty SIM to: PO Box 1138,  
North Sydney NSW 2059

## 19. Identification

19.1 You acknowledge that JUST Prepaid Mobile and other Suppliers of prepaid GSM services are required to ask customers for evidence of their identity and that:

1. JUST Prepaid Mobile can refuse to supply You the Services if the required evidence is not provided; and
2. JUST Prepaid Mobile may subsequently require You to produce additional proof of identity including Your name and address, and JUST Prepaid Mobile may suspend the Services until that evidence is provided.

19.2 You must provide JUST Prepaid Mobile with any change in Your residential address and Your e-mail address or other customer details provided to JUST Prepaid Mobile within 14 days of any change by contacting JUST Prepaid Mobile using or visiting [www.justmobile.com.au](http://www.justmobile.com.au) .

## 20. Service Features: Your Selections

20.1 The Services may have one or more of the following features, some of which You may need to select when applying for the Services:

1. caller ID;
2. Voicemail;
3. SMS;
4. call hold, call waiting;
5. MMS;
6. 3G data services (GPRS/3G/HSPA+); and
7. international direct dialling (IDD).

20.2 When you connect to JUST Prepaid Mobile You will automatically be connected to the "JUST 15 Prepaid Plan" ("Default Plan"). The call credit expiry for the pre-loaded credit will be 30 days and will begin as soon as your SIM is Connected. You can change from the Default Plan to the JUST Prepaid Cap Plan ("Cap Plan") at any time. Simply purchase a Recharge Voucher for the Cap Plan (e.g. \$19, \$29, or \$39) and when you activate the Recharge Voucher you will automatically be switched to the Cap Plan. Changing back to

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the Default Plan is as simple as purchasing a Recharge Voucher for the Default Plan (i.e. \$15, \$20, \$30, \$50, or \$100) and activating the Voucher. 180 day call credit expiry applies to the Recharge Vouchers for the Default Plan. 30 day call credit expiry applies to the Recharge Vouchers for the Cap Plan.

- 20.3 Call credits accrue when recharging on the JUST 15. Any unused call credits are lost when you switch between different Prepaid Plans (ie. from the JUST 15 Prepaid Plan to a JUST Cap, or a JUST Cap Plan to the JUST 15 Prepaid Plan). When switching between Caps, any unused Main Included Call Credits accrue but any unused JUST TALK credits are lost.
- 20.4 JUST Prepaid Mobile will provide the Services to You based on the feature selections You have made (provided the relevant feature is available on Your rate plan, SIM card and Phone). Additional descriptions of the various features are set out in Appendix 1.
- 20.5 When You Connect, You will be activated on the rates set out in the Standard Rate Table attached as Appendix 2.
- 20.6 JUST Prepaid Mobile and the Network do not represent, warrant or guarantee the extent to which a 3G data services compatible Phone will be able to access information on the internet or elsewhere. Your ability to access, use and download information will depend on the features and functionality of Your Phone and the nature and quality of the information being accessed. You acknowledge and agree that 3G data services may be subject to congestion, delays and/or loss of transmitted data.
- 20.7 JUST Prepaid Mobile reserves the right to withdraw access to 3G data services or any component of it at any time without notice.
- 20.8 You acknowledge and agree that the 3G data services coverage area may be smaller than the coverage area for other Services.
- 20.9 You must comply with all conditions imposed by a content provider when accessing content using 3G data services.
- 20.10 You agree that the following terms and conditions apply to Your use of 3G data services:
1. You are responsible for all equipment and software necessary to use 3G data services as well as for the security and integrity of any information You transmit or receive;

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2. You use 3G data services accepting full risk and responsibility in doing so;
3. You acknowledge that JUST Prepaid Mobile and the Network does not check and is not obligated to monitor the content of information or material available from 3G data services or the internet and that JUST Prepaid Mobile and the Network are not liable for loss and damage suffered by You or any other person as a result of using information or material obtained using 3G data services or the internet, including but not limited to, loss or damage caused by a virus; and
4. You will not use 3G data services for any activities which breach any laws, standards or codes or infringe a third party's rights, or breach any statements, content requirements or codes promulgated by any relevant authority including activities which require JUST Prepaid Mobile or the Network to take remedial action under any applicable industry code or in a way which interferes with other users or defames, harasses or menaces or restricts or inhibits any other user from using or enjoying the Services or the internet.

## **21. Service Charges**

21.1 The charges for the Services may depend on:

1. a combination of airtime, time and day of call, destination of call and call type;
2. the rate plan and features selected by You in Your Order; and
3. the Prepaid Plan You have elected to use as set out in clause 20.2.

21.2 You will not be charged for Unsuccessful Calls.

21.3 The rate plan(s) offered by JUST Prepaid Mobile in connection with the supply of the Services, as set out in the Standard Rate Table, specify:

1. the charges for outgoing calls made on the Service, including local, national, international, mobile and other call types;
2. the charges for other Services, including SMS, MMS, GPRS, and Voicemail;
3. the Access Fee;
4. the PIN Access Recharge Fee
5. the Call Credit Expiry Date; and



6. the Grace Period.

21.4 The other call types referred to in clause 21.3 include calls to:

1. special Services such as 13, 1300, 113, 013, and 123 services;
2. special Services such as 1800, 0011 800 and 0014 800; and
3. calls to ships at sea.

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- 21.5 The charges for outgoing calls using the Services are generally based on a specified period of time (for example thirty or sixty second intervals) over the Chargeable Calling Time plus a flagfall charge when the call is answered. Some calls may be charged on a per call or data usage basis, as specified in the Standard Rate Table.
- 21.6 You will be charged for calls by deductions from the current Call Credits in Your Account, in accordance with the Standard Rate Table.
- 21.7 You will not be sent any bills, invoices or statements recording calls made from Your Phone using the Services. You are able to review Your last three calls made by calling 886. You may request usage charge records and we will charge you for the usage charge records you request.
- 21.8 For technical reasons, calls made to '13' numbers of other Suppliers from the Services in regional areas will not always be terminated by the other Supplier at the desired answering point. However, they will be answered by the company to whom the '13' number has been assigned in a capital city of Australia. JUST Prepaid Mobile is not responsible for the particular routing of calls to '13' numbers of other Suppliers. For the purposes of determining the time at which a call is placed, the time used will be the local time recorded at the first mobile switching centre through which the call passes. This will not necessarily be the local time at the place at which You, the calling party, are located. If the charge for the Services depends on the time and day of call, the charge will be calculated using the applicable rate when the call starts.
- 21.9 You cannot convert into cash or redeem call credits as cash and You cannot apply call credits against any other Services held by You or anyone else with JUST Prepaid Mobile.
- 21.10 Any call credits remaining on Your Account on termination of this Agreement are forfeited.



## 22. Recharge Your Account

- 22.1 When purchasing Recharge vouchers via online or IVR, you have 30 days from the time of purchase to activate your recharge pin.
- 22.2 JUST Prepaid Mobile will not connect calls if the Call Credits in Your Account are insufficient to meet the minimum charges applicable for calls of the type You are trying to make. You will need to acquire a Recharge Voucher and use it to Recharge the Call Credits on Your Account in order to make Your call.
- 22.3 JUST Prepaid Mobile reserves the right to, but need not, notify You when you have a low Account Balance which may impact Your use of the Services. Any notification will take the following form:
1. Low Account Balance -- if You are using the Services when Your Account Balance falls below \$3.00 You will hear an audible alert to alert You that Your Call Credits are low and that You may want to Recharge. "Low credit notification, you have less than \$3.00 remaining, please recharge to ensure that you can continue using your mobile"
  2. Low call time -- if You are using the Services when Your Account Balance falls to the level where it only contains enough Call Credits for a further three minutes of call time on Your current call, You will hear an audible alert to alert You that Your Call Credits are low and that You may want to Recharge. "You have 60 seconds talk time remaining, please call 888 to recharge"
  3. First call of the day -- if Your Account Balance is below \$5.00 You will hear a recorded message when you make Your first call of the day, informing You that Your Account Balance is low and that You may want to Recharge. "Low credit notification, you have less than \$3.00 remaining, please recharge to ensure that you can continue using your mobile"
  4. Two or less days to Account Call Credit Expiry Date -- You will hear an audible alert to alert You that Your Call Credits are low and that You may want to Recharge
  5. If Your Call Credits are exhausted during the course of a call, the call will automatically cut out without further warning. You will need to acquire a Recharge Voucher and use it to Recharge the Call Credits on Your Account in order to continue Your call.

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22.4 There are a number of methods to acquire Call Credits which can be used to Recharge Your Account. These methods are listed on [www.justmobile.com.au](http://www.justmobile.com.au), and include:

1. ordering a Recharge Voucher via [the Website](#);
2. ordering a recharge voucher by calling 1300 785 758 (or 887 from a JUST Prepaid Mobile SIM);and
3. using the Recharge Solution.

22.5 To use the Recharge Solution You must have registered Your credit card via the [Website](#). To register Your credit card You will be required to undergo a verification check. Once successfully registered You will be able to acquire a Recharge Voucher by:

1. [ordering](#) a Recharge Voucher via the [Website](#) or
2. ordering a Recharge Voucher by calling 1300785 758 (or 887 from a JUST Prepaid Mobile SIM);and selecting the option to purchase a Recharge Voucher

22.6 You Recharge by activating a Recharge Voucher. Once You have acquired a Recharge Voucher, call 888 to activate it and add Call Credits to Your Account.

1. You will be prompted to enter the details on the Recharge Voucher via the keypad on your Phone. Your Account Balance will then be updated.
2. JUST Prepaid Mobile will credit Your JUST Prepaid Mobile Account Balance with the value of the Recharge Voucher.
3. The Recharge Voucher is also subject to an activation expiry period ("Recharge Expiry Period") during which You must activate the Recharge Voucher.
4. Detailed instructions for Recharging Your Account are available via the [Website](#)

22.7 You may Recharge your Credit in amounts of:

Plan Type	Recharge Denomination
JUST 15 Prepaid Plan	\$15, \$20, \$30, \$50, and \$100 denominations

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JUST Prepaid Cap Plan	\$19, \$29, \$39 denominations
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JUST Prepaid Mobile may not accept a Recharge Voucher if it will increase Your Account Balance above \$500. JUST Prepaid Mobile reserves the right to vary the maximum Recharge amount. If You require a higher maximum Recharge amount please contact Customer Care and Your request will be considered.

22.8 JUST Prepaid Mobile may limit the number of credit cards You are able to register to use the Recharge Solution.

22.9 Call Credits are not physically or electronically added to Your SIM card itself, but are added to Your Account.

22.10 Call Credits remain valid for a period of:

Plan Type	Call Credit Expiry
Preloaded credit on Starter SIM	30 days call credit expiry
JUST 15 Prepaid Plan	180 days call credit expiry
JUST Prepaid Cap Plan	30 days call credit expiry

22.11 Call Credits accrue when Recharging on the JUST 15 Prepaid. Any unused call credits are lost when You switch between different Prepaid Plans (i.e., from the JUST 15 Prepaid Plan to a JUST Prepaid Cap Plan , or a JUST Prepaid Cap Plan to the JUST 15 Prepaid Plan). When You Recharge within the JUST Prepaid Cap Plans, any unused Main Included Call Credits accrue but any unused JUST TALK credits will be forfeit. Call Credits may only accrue to the maximum Recharge amount set out in clause 22.7.

22.12 In addition to the Recharge Solution set out above, the following JUST Prepaid Mobile lines are available from Your Phone:

Service	Short dial	Description

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Customer Care	887	Access to customer service and other options from Your JUST Prepaid Mobile service.
Activation line	888	To activate Your new JUST Prepaid SIM card before making calls.
Recharge	888	Allows You to use a Recharge Voucher to add Call Credits to Your Account.
Account Balance	889	Provides details of your current credit balance and credit expiry date on Your Account.
Last 3 calls	886	Provides details of time, date, mobile numbers and cost of each of last three calls made.

**23. Minimum Account Balance Requirements and Call Credit Validity Period**

23.1 JUST Prepaid Mobile does require You to maintain Your Account Balance at greater than zero. As long as your Account Balance is greater than zero, Your Account is active on the Network and You have access to the Services.

23.2 If Your Account Balance falls to zero, through Your use of the Services, the Grace Period will begin for Your Account.

23.3 During the Grace Period,

1. You cannot send an SMS.
2. You cannot make calls, except for calls to emergency services, and the Recharge line.
3. You can receive calls and SMS.
4. You may be alerted via SMS or email at the discretion of JUST Prepaid Mobile when Your Account Balance falls to zero.
5. You are required to Recharge Your Account within the Grace Period.

- 23.4 You must add Call Credits to Your Account before the expiration of the Grace Period otherwise JUST Prepaid Mobile can disconnect You from the Network irrevocably without notice. If this happens You will lose Your MSN and JUST Prepaid Mobile will be unable to get it back for You.
- 23.5 If You add any Call Credits to your Account before the expiration of the Grace Period, Your access to the Services will be fully restored.
- 23.6 JUST Prepaid Mobile reserves the right to, but need not, send You SMS and/or e-mail reminders to warn You that if You do not add Call Credits before the expiration of the Grace Period, Your access to the Services will be disconnected.

## **24. Customer Care**

- 24.1 Calls to Customer Care are charged at the rate shown in the Standard Rate Table.
- 24.2 Before calling Customer Care, a chargeable call, You are encouraged to:
1. refer to Your user guide supplied in Your Starter Pack;
  2. refer to FAQs on [the Website](#)
  3. send an email to Customer Care [care@justprepaidmobile.com.au](mailto:care@justprepaidmobile.com.au) where we will normally respond within 2 business days, or
  4. call Customer Care on **887** from your JUST Prepaid Mobile, or 1300 785 758 from another phone during JUST Prepaid Mobile Business Hours.

## **25. Your Phone**

- 25.1 You acknowledge that:
1. JUST Prepaid is not the manufacturer of Your Phone, and unless purchased directly from JUST Prepaid, is not the supplier of Your Phone. You are and remain fully responsible for adhering to the manufacturer's terms, conditions and procedures for all warranties and repairs to Your Phone; and

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2. JUST Prepaid makes no warranty as to the suitability of the Phone for use in connection with the Service or individual service features.
  
- 25.2 You are responsible for the maintenance of Your Phone. If Your Phone appears to be faulty or interferes with the Service, You must, if requested to do so by JUST Prepaid Mobile:
  1. provide Your Phone for JUST Prepaid Mobile to inspect; and/or
  2. cease using that Phone until the problem has been corrected.
  
- 25.3 JUST Prepaid Mobile will have no liability to You in relation to Your Phone, or Your use of the Phone in connection with the Service.
  
- 25.4 To protect consumers from illegal trade in mobile phones, JUST Prepaid Mobile at any time may request You to provide proof of ownership of Your Phone. You must provide that proof within five (5) business days of JUST Prepaid Mobile's request. If You fail to provide proof of ownership within five (5) business days, JUST Prepaid Mobile may suspend Your Service until evidence is provided.

## 26. Lost or Stolen Phone and/or SIM Cards

- 26.1 The JUST Prepaid Mobile IMEI Blocking facility ("IMEI Blocking") allows You to block Your Phone on the Network and on other Australian GSM networks if Your Phone is lost or stolen.
- 26.2 You may block Your Phone by e-mailing JUST Prepaid Mobile at [care@justprepaidmobile.com.au](mailto:care@justprepaidmobile.com.au) and requesting IMEI Blocking. This will prevent Your Phone being used on the Network. JUST Prepaid Mobile will try to do this within a reasonable period. You will be required to undergo an ID check before IMEI Blocking is activated.
- 26.3 If JUST Prepaid Mobile blocks or unblocks Your Phone on the Network, this will be communicated to other national Carriers to put into effect on their networks.
- 26.4 If Your Phone is found or returned, You must e-mail JUST Prepaid Mobile at [care@justprepaidmobile.com.au](mailto:care@justprepaidmobile.com.au) to request unblocking. JUST Prepaid Mobile will try to do this within a reasonable period.
- 26.5 If You need to call emergency services while Your phone is IMEI Blocked, please dial 112 rather than 000. Provided You are within coverage, this will ensure that Your call gets through to emergency services while waiting for Your unblock request to be carried out.
- 26.6 If You obtain a Phone that is lost or stolen, or obtain the Services or a Phone under false pretenses, JUST Prepaid Mobile may block Your Phone on the Network without Your consent, even if You are not aware it is stolen.
- 26.7 JUST Prepaid Mobile is not responsible for any lost or stolen SIM cards. You will be responsible for the charges for all Services used by any other person using Your lost or stolen SIM card.

26.8 If Your SIM card is lost or stolen, You may contact JUST Prepaid Mobile using our automated services on [care@justprepaidmobile.com.au](mailto:care@justprepaidmobile.com.au) or call 1300 785 758 during business hours to request that Your SIM card be blocked. This will prevent unauthorised calls being made and charged to Your Account.

26.9 If Your SIM card is lost or stolen and You notify JUST Prepaid Mobile, the SIM card will be cancelled. JUST Prepaid Mobile may, at its discretion, replace the SIM card and may charge a replacement fee as specified in the Standard Rate Table. Any remaining Call Credits on a stolen SIM card may be transferred to the replacement SIM card.

## **27. Mobile Service Number**

27.1 Subject to the ACA's numbering plan and directions (Numbering Regulations), JUST Prepaid Mobile will select the MSN to be associated with Your SIM card.

27.2 If Your access to the Services is cancelled for any reason, Your right to use the MSN ceases.

27.3 JUST Prepaid Mobile is not liable to You for any expenses or losses incurred by You or Your business due to:

1. any variation of the MSN assigned under paragraph 27.1; or
2. cessation of Your rights of use in respect of Your MSN pursuant to paragraph 27.2.

27.4 To comply with Numbering Regulations, JUST Prepaid Mobile may need to withdraw or alter the MSN allocated to You.

27.5 Except as set out in paragraph 27.6 below, if, for any reason, You require a new MSN, You will be obliged to pay a number swap fee as set out in the Standard Rate Table and You will forfeit all remaining Call Credits.

27.6 If You have received calls of a harassing nature and reported the matter to the relevant law enforcement agency, You may request a new MSN. JUST Prepaid Mobile may, at its discretion, agree to supply You with a new MSN. If JUST Prepaid Mobile agrees to do so, a new MSN will be issued to You free of charge on the first two occasions. Thereafter, a number swap fee as set out in the Standard Rate Table will be charged. In this limited circumstance,





any Call Credits on Your existing Account will be accrued to the new Account.

## 28. Free Calls

28.1 Calls to the following numbers are free if called from Your Phone using the Services:

a)	Emergency Service Number	000, 112
b)	Recharge line	888
c)	Account Balance	889
d)	Last 3 calls	886

## **29. Quality of Service**

29.1 The Services are not available in all areas of Australia. Coverage maps are available on the [Vodafone site](#)

29.2 Within a service area, it is technically impracticable to guarantee that the Services are available in each place within that area, or that 'drop-outs' will not occur in the course of a call or that capacity is available at all times or that the Service is free of faults or error.

## **30. Fault Reporting and Rectification**

30.1 As soon as You become aware of any fault in the Services, You must report that fault to JUST Prepaid Mobile by e-mailing [care@justprepaidmobile.com.au](mailto:care@justprepaidmobile.com.au). Before reporting a fault to JUST Prepaid Mobile, You must take all reasonable steps to ensure that the fault was not a fault in Your Phone or equipment.

30.2 You must provide all necessary assistance to enable location and rectification of any fault regardless of whether that fault is the responsibility of JUST Prepaid Mobile or another Supplier.

30.3 JUST Prepaid Mobile is not responsible for any fault which is in the equipment within the Network and will notify the Supplier of the fault and request its verification.

## **31. Your Acknowledgements and Obligations**

31.1 These acknowledgements and obligations are in addition to and not in substitution of any acknowledgements and obligations elsewhere in this Agreement.

31.2 In using the Services, You must:

1. comply with any rules imposed by any third party whose content or services You access using the Services or whose network Your data traverses; and
2. not infringe any person's Intellectual Property Rights (such as by using, copying or distributing data or software without the permission of the owner).

31.3 You acknowledge that:

1. the Service relies, for its operation, on services supplied by third party Suppliers, who are not controlled or authorised by JUST Prepaid Mobile; and
2. JUST Prepaid Mobile does not exercise any control over, authorise or make any warranty regarding:
  - Your right or ability to use, access or transmit any content (whether error-free, in time, or at all) using the Services;
  - the accuracy or completeness of any content which You may use, access or transmit using the Services;
  - the consequences of You using, accessing or transmitting any content using the Services, including without limitation any virus or other harmful software; and
  - any charges which a third party may impose on You in connection with Your use of the Services.

31.4 JUST Prepaid Mobile supplies the Services and each individual Service for the purpose of:

1. originating (making) calls or other mobile services on the Network; and
2. terminating (receiving) calls or other mobile services on the Network, which originate on the Network or on the network of another Supplier with which the Network has a current interconnection arrangement.

31.5 In addition to Your obligations under the General Terms You must not:

1. originate or terminate calls or other services on the Network in connection with the Services or an individual Service, other than as described in clause 31.4 above;
2. transmit, refile or aggregate domestic or international traffic on the Network in connection with the Services or an individual Service; or
3. use the Services or an individual Service (including any SIM card) in connection with a device that switches or reroutes calls to or from the Network, without the prior written consent of JUST Prepaid Mobile. JUST Prepaid Mobile may withhold its consent to such use or make it subject to conditions, in each case in JUST Prepaid Mobile's absolute and unfettered discretion.

31.6 If You breach clause 31.4 or 31.5 in respect of the Services or an individual Service then JUST Prepaid Mobile may, in addition to and without limiting its other rights immediately suspend or terminate the Services or the individual Service by giving notice to You.

**32. Promotions, including all free credit and porting promotions**

32.1 JUST Prepaid Mobile holds the right to cease any or all promotions at any time.

32.2 Upon agreeing to port your number to JUST Prepaid Mobile in return for receiving free credit, JUST Prepaid Mobile has the right not to activate the JUST Prepaid Mobile SIM card until the port is completed.

32.3 When porting a number, JUST Prepaid Mobile has the right to withhold any free credit until the port is completed and furthermore may withhold free credit until such time as the Customer has Recharged.

32.4 JUST Prepaid Mobile may require the Customer to provide a promotional code in order to receive the free credit and it is understood that it is the customer's responsibility to provide this code.

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32.5 JUST Prepaid Mobile has the right to refuse the provision of a SIM card at any time.

32.6 A valid and unique email address must be supplied per application.

### **33. JUST TALK**

33.1 JUST TALK credit included in all JUST Caps can only be used for calls made within Australia to other JUST Prepaid numbers or numbers on the Vodafone network.

33.2 JUST TALK calls are calculated in minutes, are charged at 39c per 30 seconds + 30c flag fall and are deducted in 30 second blocks.

33.3 JUST TALK credit of \$60 equates to 67 minutes, \$75 equates to 84 minutes and \$100 equates to 112 minutes based on average 2.5 minute calls.

33.4 Once JUST TALK credit has been used up, the cost of calls made to other JUST Prepaid or Vodafone mobile numbers within Australia will then be deducted from the Main Included Call Credit awarded. You have 30 days to use your JUST TALK credit.

33.5 JUST TALK credit will be forfeited when recharging on the JUST Cap plans (ie. \$19, \$29, \$39), and when switching from a JUST Cap plan to the JUST 15 Prepaid plan.

### **34. Interpretation**

34.1 In this Agreement, unless the context otherwise requires:

1. headings are for convenience only and do not affect interpretation
2. the singular includes the plural and vice versa
3. all references to dollars, value and price are to the Australian currency;
4. references to a party includes its successors and permitted assigns;
5. references to payment to any party includes payments to another person on the direction of that party; and
6. a reference to any statute includes any amendments, re-enactments or replacements to that statute from time to time.

## Definitions

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Access Fee	means the fee payable to access the Services as set out in the Standard Rate Table.
ACMA	means the Australian Communications and Media Authority.
Account	means an account we create which shows the amount of Your remaining Call Credits.
Account Balance	means the balance of Call Credits in Your Account from time to time.
Act	means the Telecommunications Act 1997.
Access Period	means the time between the date You Recharge and the date Your Account Balance falls to zero, during which You can use the Services.
Agreement	means this Agreement and any other documents validly incorporated by reference.
Call Credits	means the amount of money in Your Account which can be reduced by JUST Prepaid Mobile to pay for Service used. For the avoidance of doubt Call Credits are not redeemable for cash.
Call Credit Expiry Date	means the date set out in the Standard Rate Table.
Calling Line Identification	means a call function allowing the Customer's MSN to be displayed to a recipient.
Carrier	has the same meaning as defined in Section 7 of the Act.
Carriage Service Provider	has the same meaning as defined in Section 87 of the Act.

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Chargeable Calling Time	means that part of each call's duration which is charged to You and commences from when the call is answered and finishes when the circuit established for the call is released at the local exchange or other network facility which connects the calling party, or the other exchange or network facility at which the call duration is measured.
Confidential Information	means all confidential information about the Services, JUST Prepaid Mobile, its Related Bodies Corporate, the Network, or the Customer, which is or has been disclosed under or in connection with this Agreement; or learnt or acquired in the performance of this Agreement, other than any such information which: (a) was in the public domain at the time of its provision, otherwise than through a disclosure in breach of this agreement; or (b) is or lawfully came into the possession of the other party otherwise than as a result of a disclosure in breach of this agreement.
Connection	means the activation of the Services. The words Connect and Connected have a corresponding meaning.
Customer	means the person who uses the Services.
Customer Care	means the Customer service facilities provided by JUST Prepaid Mobile from time to time.
Emergency	means a situation that unless immediately remedied, has the potential to jeopardise life or safety or to cause immediate risk to property.
Grace Period	means the number of days specified in the Standard Rate Table after Your Account Balance falls to zero within which You must Recharge. During the Grace Period You can receive calls and messages, but only make calls to the Recharge line number or emergency service numbers.
GST	refers to the goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") that may be in force in Australia from time to time.

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IMEI Blocking	means blocking the Phone so that it cannot be used on any GSM network.
Intellectual Property Rights	includes any rights associated with inventions, copyright, designs, trade marks, trade names, service marks, indicia of origin, business names, patents, petty patents, innovation patents and including any right to apply for any of the above rights.
Interruption	in the supply of goods or a service (including the Services and each Individual Service) means a delay in supplying, a failure to supply or an error or defect in the supply of, those goods or that service. The word Interrupts has a corresponding meaning.
JUST 15 Prepaid Plan	means the prepaid 15c plan available to Customers on the terms set out in these General Terms and Conditions and at the charges shown in the Standard Rate Table.
JUST Prepaid Cap Plan	means the prepaid cap plan available to Customers on the terms set out in these General Terms and Conditions and at the charges shown in the Standard Rate Table.
JUST Prepaid Mobile Business Hours	refers the hours of operation of JUST Prepaid Mobile as advised via the <a href="#">Website</a> and modified from time to time.
JUST TALK	call credit included in all JUST Caps that can only be used for calls made within Australia to other JUST numbers or numbers on the Vodafone network.
MSN	means a mobile service number allocated pursuant to the Telecommunications Numbering Plan 1997.
MSN Porting Terms and Conditions	means the terms and conditions and customer authorization form forming part of this Agreement and found via the <a href="#">Website</a> .
Network	means the facilities provided by JUST Prepaid Mobile



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and operated by a Carrier for the purposes of providing public mobile GSM digital telecommunications services.

Network Locking	means that the Phone has been programmed to work only on one of the GSM Networks.
Order	means the order used by potential customers to apply to JUST Prepaid Mobile to subscribe for the Services as set out via the <a href="#">Website</a> .
Personal Information	shall have the same meaning as that defined in the Privacy Act 1998 (Cth) as supplemented, varied or amended from time to time.
Phone	means a GSM mobile telephone handset used in connection with the Services.
PIN Access Recharge Fee	means the charge applied to Your Account upon activating a Recharge Voucher as set out in the Standard Rate Table.
Port	means the transfer of an MSN between Suppliers of Telecommunication Services. The words Porting and Ported have corresponding meanings.
Prepaid Plans	means the JUST 15 Prepaid Plan and the JUST Prepaid Cap Plan.
Recharge	means the recharging or crediting of Call Credits to Your Account via the methods outlined by JUST Prepaid Mobile from time to time via the <a href="#">Website</a> . The words Recharged and Recharging has a corresponding meaning.
Recharge Expiry Period	means the period within which a Recharge Voucher must be activated on Your Account. The expiry period is shown on the Recharge Voucher.
Recharge Voucher	means a voucher in respect of the either the JUST 15 Prepaid Plan or the JUST Prepaid Cap Plan which when used gives the Customer an amount of Call Credit for

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the Customer's prepaid Account Balance equal to the face value of the voucher.

Recharge Solution	means the solution that allows You to purchase a Recharge Voucher through <a href="http://www.justmobile.com.au">www.justmobile.com.au</a> .
Related Body Corporate	has the meaning given to the term in the Corporations Act 2001.
Regulator	means the Australian Communications and Media Authority, the Australian Competition and Consumer Commission, the Australian Communications Industry Forum Limited, the Telecommunications Industry Ombudsman or any other government or statutory body or authority.
Reseller	means a sales agent, whom may be listed via the <a href="#">Website</a> from time to time, authorised by JUST Prepaid to sell JUST Prepaid Mobile Starter Packs through a retail outlet, online order, or sales representative.
Roam	means the ability to use an Australian SIM card in countries other than Australia.
Service and Services	means the JUST Prepaid Mobile prepaid digital telecommunications service and such other services as JUST Prepaid Mobile may provide to You from time to time.
Service Description	means Part 2 of the terms and conditions.
SIM	means the subscriber identity module card, to be used with a GSM mobile telephone handset to enable use of the Services.
Starter Pack	means the JUST Prepaid Mobile prepaid mobile starter pack, which may be purchased by visiting <a href="http://www.justmobile.com.au">www.justmobile.com.au</a> , containing a SIM card, a SIM certificate and promotional materials.
Standard Rate	means the rate table attached at Appendix 2 in

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Table	respect of the JUST 15 Prepaid Plan and the JUST Prepaid Cap Plan.
Supplier	means a Carrier, Carriage Service Provider, telecommunications service providers or equipment suppliers which supply a public mobile telecommunication service to Customers.
You or Your	means the person who has contracted with JUST Prepaid Mobile for the supply of the Services and where two or more persons have applied, means those persons jointly and severally.
Unsuccessful Call	means a call which is not successfully connected to a called number (a called number includes a number to which a called number diverts, which may also include connecting through a switch or PABX or similar system), including where: <ul style="list-style-type: none"><li>• the called number is engaged, disconnected or out of order;</li><li>• the called number cannot be accessed using the Services; or</li><li>• there are network or other service failures that have caused temporary Interruptions to the Services.</li></ul>
Voicemail	means the service described in Appendix 1.
We/Our/Us	means Commoditel (Australia) Pty. Ltd. ACN 105 982 027
Website	means the JUST Prepaid Mobile web site at <a href="http://www.justmobile.com.au">www.justmobile.com.au</a> as updated from time to time.

## Appendix 1 - Service Features

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### Caller ID (Calling Line Identification, CLI)

The CLI facility allows You to send Your MSN when making phone calls and to receive the phone number when called from a service which has the facility to send calling line identification (CLI). Your MSN will be sent with each call made using the Service unless the facility is blocked.

If You do not block CLI in respect of calls made from Your Phone You agree that when a call is made from Your Phone Your MSN may be sent automatically to the equipment of the called party. This default service allows You to:

identify an incoming caller by his/her phone number before You answer their call; and send Your MSN when You make a call.

You agree that if a party calling Your Phone has not blocked CLI in respect of a call made from their equipment, the service number of the calling party may be displayed on the screen of Your Phone at the time the call is made.

You may also be able to activate or de-activate the service through a function on Your Phone, if it has the necessary technical capability.

You can block the facility for all calls made and received by disabling this function via Your phone or emailing [care@justprepaidmobile.com.au](mailto:care@justprepaidmobile.com.au) and requesting the facility be blocked for the Service.

You agree that when sending an SMS MO and/or MMS MO message, Your MSN or name may be sent automatically to the equipment of the called party and that Your MSN or name cannot be blocked in respect of such calls.

A receiving party's phone equipment may not have the capability to display the MSN of the calling party despite the calling party's intention to transmit this information to the called party.

If You are an unlisted customer, unlisted service information is marked and controlled in the integrated public number database (IPND) so that it is not disclosed, for example, to directory information organisations providing published directories or directory assistance services. The information held in the IPND may only be provided for an approved purpose to those approved data users such as directory information organisations or for the assistance of emergency service organisations or law enforcement agencies.

You must contact JUST Prepaid Mobile via e-mail at

[care@justprepaidmobile.com.au](mailto:care@justprepaidmobile.com.au) if You wish to have Your basic IPND data altered in any way.

### Voicemail

Voicemail provides functionality similar to an answering machine. You can record a personalised greeting of up to 2 minutes long for callers to hear. Voicemail will store a maximum of 20 messages each up to 5 minutes long.

There are four options when diverting a service to Voicemail.

- Conditional diversions based on:
  - call not answered;
  - number busy; or
  - number not contactable (eg. out of range or turned off)

or unconditional diversion based on:

- all calls.

When a caller leaves a message on Your Voicemail, the Network will attempt to send a message waiting indicator to Your Phone (some older style phones may not support this indicator). If Your Phone is not within coverage or is turned off, the Network will continue to send the message waiting indicator for a period of up to 7 days or until the message wait indicator is received by the Phone.

You can call in to listen to callers' messages at a convenient time. Voicemail messages are stored in Your Voicemail box for 7 days, whether heard or not heard.

Voicemail provides the Voicemail Call Return which allows You to return a call without exiting the Voicemail box. Voicemail Call Return is only available when You access Your Voicemail box from Your Phone. This feature is based on the ability of the Voicemail box to capture the caller's telephone number; to record a number entered by the caller; and to allow You to enter a telephone number to return the call.

The caller's telephone number will not always be captured by the Voicemail box including when:

the caller's line has a temporary (call by call basis) or permanent (including a silent line or when the caller's Supplier does not provide the CLI facility) block on sending CLI;

the call was an international call;

the call was from a payphone;

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the number was overridden by a number entered by the caller.

When the Voicemail Call Return call is completed, You are still connected to the Voicemail box and so can continue to access remaining Voicemail messages.

Some numbers, including international numbers, 13, 1300, 1900 and emergency services numbers, when entered by the caller or You, will not be accepted as call return numbers.

### SMS

SMS enables You to send short text messages, up to 160 characters in length, from Your Phone. This is technically known as Short Message Service 'Mobile Originated' (SMS MO) and generally as 'SMS'. You should note that Your MSN will be sent automatically as part of the SMS MO service.

SMS messages can be sent and received by You in Australia on participating Suppliers' networks.

The recipients of the SMS message must also be within coverage of their participating Supplier's network to receive the SMS message on the screen of their phone.

If Your Phone is turned off, or out of coverage, the SMS message will be resent for up to 7 days, (after which it will be deleted) or until the message is received. The message is stored on the network for 7 days before it is deleted.

There may be a delay between when an SMS message is sent and when it is received. You cannot send Web SMS, group SMS or e-mail SMS.

Some older style phones may not support this feature (to either send or receive).

All SMS messages are charged regardless of whether they are successfully delivered or not. It may take up to 8 days from the original send date for message charges to be applied.

There is no charge to receive an SMS message other than for SMS 'Mobile Terminated' (SMS MT) messages which will be charged at the advertised rate set by the SMS MT provider.

There may be a delay between when a message is sent and when it is received. JUST Prepaid Mobile will not accept any liability for any loss or damage as a result of a delay in receiving a message, a message not being secure or not received. You indemnify JUST Prepaid Mobile for any loss JUST Prepaid Mobile may suffer in connection with SMS messages sent by You.

You acknowledge that CLI cannot be turned off for SMS Services

### **Premium SMS**

Premium SMS messages are messages that can be sent from SMS compatible handsets, for example to enter competitions. Premium SMS messages are charged at the advertised rate set by the Premium SMS provider.

Access to Premium SMS messages are barred from the JUST Prepaid Cap Plan.

### **Call Hold and Call Wait**

Call Hold/Wait allows You to put a caller on hold and either receive or make another call.

You cannot speak with both callers at the same time (i.e. Conference calling is not available).

The following codes are for activation/deactivation of Call Hold/Wait from Your Phone:

- Activate: \*43#send
- Cancel: #43#send

### **MMS (Multimedia Messaging Service)**

The MMS service provides You with the ability to send and receive MMS messages as a combination of text, photos, animations, video or sound on compatible phones. Not all MMS phones support all features of the service.

MMS messages sent from MMS compatible phones are known as Multimedia Messaging Service 'Mobile Originated' (MMS MO). You should note that Your MSN may be sent automatically as part of the MMS MO service.

To activate MMS, You must request 3G data services and record Your MSN on the MMS Profile Server. You must provision Your Phone to send and receive MMS. JUST Prepaid Mobile cannot provision all MMS-capable phones for use on the Network and accepts no liability for inability to provision a phone for use with MMS. Customers who attempt to use MMS without following the activation process (e.g. by using a GPRS-enabled SIM

card with an MMS compatible phone) may be charged for MMS messages whether the message is successfully delivered or not.

Messages in MMS format can be sent and received between customers in Australia on the Network, if You have an MMS compatible phone and have activated MMS (MMS customers). MMS Customers can also send and receive messages in MMS format with people connected to most other mobile networks in Australia.

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MMS customers cannot send and receive messages in MMS format with other customers who do not have an MMS compatible phone and who are not activated for MMS or with people connected to mobile networks in Australia or overseas where there is no MMS interconnection arrangement in place.

If You are a customer whose phone and service is provisioned for 3G data services, You can send MMS messages from Your Phone using Wireless Application Protocol (WAP). The form of content that can be sent is limited to text and photos. The ability to preview photos will depend on Phone functionality.

If an MMS message is sent to a mobile phone that cannot receive the message in MMS format the recipient of the message will be sent a Short Message Service (SMS) message telling the recipient their message can be viewed on the internet. The recipient will need to have an SMS compatible phone and service to receive this message. The recipient can access the message via the website for up to 30 days before deletion by JUST Prepaid Mobile.

If Your Phone and service is provisioned for 3G data services, You can view MMS messages on Your Phone using 3G data services. Message recipients may not be able to view all components of the message (for example, they may only be able to view text in the message but not any images in the message). Such recipients will still be sent an SMS message allowing them to view their message on the internet as set out above.

Recipients of MMS originating messages must be within the coverage of their participating supplier's mobile digital network to receive a MMS or SMS message on the screen of their phone. If a recipient's phone is turned off, or out of coverage, the MMS or SMS message will be resent for up to 7 days (after which it will be deleted) or until the message is received.

There may be a delay between when a message is sent and when it is received. JUST Prepaid Mobile will not accept any liability for any loss or damage as a result of a delay in receiving a message, a message not being secure or not received. You indemnify JUST Prepaid Mobile for all loss JUST Prepaid Mobile may suffer in connection with MMS messages sent by You.

MMS can only be disabled by removing the MMS settings from Your Phone. JUST Prepaid Mobile will not accept any liability for inability to disable MMS or for the removal of settings from Your Phone.

JUST Prepaid Mobile may discontinue, suspend or change MMS at any time.

CLI cannot be turned off for MMS Services

**GPRS WAP**



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GPRS WAP uses Wireless Application Protocol (WAP) to provide access from compatible Phones in Australia to some interactive information, email and services.

Information will be sent to Your Phone by the General Packet Radio Service (GPRS). The service is only available if You have a Phone that can transmit and receive data in GPRS form. You should check with Your handset manufacturer if Your Phone is compatible.

You must be in Network coverage to use GPRS WAP services.

JUST Prepaid Mobile gives no warranties about the accuracy, timing or currency of any information provided as part of this service. You should not rely on this information and should seek independent advice. You indemnify JUST Prepaid Mobile against any loss or damage suffered or incurred, directly or indirectly, as a result of reliance upon any information received on the GPRS WAP service.

### **Directory Services**

013 - National    011 - International

Calls to 013 connect You to an operator who can search for a number on Your behalf. They may also be able to connect You to most publicly listed numbers in Australia.

The operator will not be able to connect the call to some numbers, for example, 190, 13, 1300, 1800, 1223, other free call numbers and Dial IT Numbers (such as numbers for services like astrology phone lines).

### **Vodafone 123**

Calls to 123 connect You to a Vodafone operator who can search for an answer to any question you put to them. They can answer trivia questions and recommend restaurants. Try them!

They also provide directory assistance and You can request that the name and number be sent to Your Phone (if the Phone is capable of receiving the information). They can also through-connect you to a number that You request. When You call 123 and request to be connected to another number the chargeable duration of the 123 call includes the through-connected leg.

The operator will not be able to connect the call to some numbers, for example, 190, 13, 1300, 1800, 1223, other free call numbers and Dial IT Numbers (such as numbers for services like astrology phone lines)

## Appendix 2 - Standard Rate Table

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This Appendix specifies the rates associated with the Prepaid Plans:

- JUST Prepaid Starter Pack - When you purchase a starter pack, your rates will be charged according to the rates of the JUST 15 Prepaid Plan (Default Plan). Your Call Credit Expiry on the Starter Pack will be 30 days.
- JUST 15 Prepaid Plan - When you purchase a Recharge Voucher for the Default plan, the expiry date for that Recharge Voucher will be 180 days. You can purchase Recharge Vouchers for \$15, \$20, \$30, \$50 or \$100.
- JUST Prepaid Cap Plan - you can change from the Default Plan to the Cap Plan at any time. Simply purchase a Recharge Voucher for the Cap Plan (e.g. \$19, \$29, or \$39) and when you activate the Voucher you will automatically be switched to the Cap Plan. Changing back to the Default Plan is as simple as purchasing a Recharge Voucher for the Default Plan (i.e. \$15, \$20, \$30, \$50, or \$100) and activating the Recharge Voucher.

Call Credits accrue when Recharging on the JUST 15 Prepaid Plan. Any unused call credits are lost when You switch between different Prepaid Plans (i.e., from the JUST 15 Prepaid Plan to a JUST Prepaid Cap Plan, or a JUST Prepaid Cap Plan to the JUST 15 Prepaid Plan). When You Recharge within the JUST Prepaid Cap Plans, any unused Main Included Call Credits accrue but any unused JUST TALK credits will be forfeit. Call Credits may only accrue to the maximum Recharge amount set out in clause 22.7.

This is the full table of rates and charges associated with JUST Prepaid. Fees and charges are shown in Australian Dollars inclusive of GST.

### JUST 15 Prepaid Plan

<b>Main Charges</b>	
Starter Pack – standard pack  The standard price of the Starter Pack is shown here, however this may be modified through special offers available on the <a href="#">Website</a> from time to time.	\$5.00  Including delivery and \$5.00 of Call Credits
Call Credit Expiry Date	Preloaded call credit on the Starter Pack expires after 30 days.  Call credits on the Recharge Voucher

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	expires after 180 days
Grace Period	30 days from date Your Account Balance reaches zero.
Charges for the JUST 15 Prepaid Plan are charged per second, unless otherwise stated	
Local and National	15c per 30 seconds, charged per second. 0c flag fall on call connection
Mobile	15c per 30 seconds, charged per second. 0c flag fall on call connection
International Calls	Charges for International calls are specified in Appendix 3
SMS	15c charge per message sent of up to 160 characters per recipient
SMS Delivery Report	5c charge per delivery report
Voicemail Retrieval	15c per 30 seconds, charged per second. 0c flag fall on call connection
Voicemail Deposit	No Charge
Recharge Line – 888	No Charge
Last Three Calls Line – 886	No Charge
Account Balance Line – 889	No Charge
Customer Care Line – 887	50c call connection charge
Customer Care Line – 1300 785 758	15c per 30 seconds, charged per second. 0c flag fall on call connection
SMS Customer Care – 0406 711 887 (SMS Only)	15c charge per message sent of up to 160 characters per recipient
Emergency calls to 000 and 112	No Charge
<b>Special Numbers</b>	
Calls to telephone numbers starting with '13' and '1300' (unless otherwise stated)	15c per 30 seconds, charged per second. 0c flag fall on call connection
Calls to telephone numbers starting with '1800' and the Telstra International Free Phone Number 0011 800, or 0014 800 (unless otherwise stated)	11c per 30 seconds charged in 30 second increments. 0c flag fall on call connection
Calls to the Telstra Satellite Service – ITERRA	35c per 30 seconds charged in 30 second increments. 0c flag fall on call

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	connection
Calls to Ships at Sea	\$9.21 per 60 seconds charged in 60 second increments. 0c flag fall on call connection
<b>Service Features Available</b>	
Directory Assistance & Enquiries – 013, 118, 011, 1225, 12455	\$1.65 call connection charge
International Directory Assistance & Enquiries – 1223, 0103	\$1.65 call connection charge
Vodafone 123 By dialling 123 from Your Phone a Vodafone assistant will endeavour to provide You with any information You need. When You call Vodafone 123 and request to be connected to another number, the chargeable duration of the 123 call includes the through-connected leg.	55c per 30 seconds charged in 30 second increments. 99c flag fall on call connection
MMS Standard and International	50c per message per recipient whether or not successfully delivered
MMS Standard and International Video	75c per message per recipient whether or not successfully delivered
Premium SMS	Charged at the advertised rate set by the Premium SMS Provider
SMS Mobile Terminated You may be able to subscribe to certain third party services that send you SMS messages that are charged to Your Account when You receive them	Charged at the advertised rate set by the SMS Provider
3G data services	\$0.01 per 5 seconds, minimum session of 5 seconds
<b>Miscellaneous Charges</b>	
SIM Card Replacement Fee	Faulty SIM Card replacement is free of charge. \$5.00 charge for all other replacements including the replacement of lost or stolen SIM Cards.
Number Swap Fee – for reasons other than harassment	\$69.95
Number Swap – Gold Number	\$275 plus \$20 transfer fee
Number Swap – Silver Number	\$50 plus \$20 transfer fee



Dishonour Fee. Where your credit or debit card, or direct debit payment is dishonoured	\$22.00
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**JUST Prepaid Cap Plan**

<b>Main Charges</b>	
<p>Starter Pack – standard pack</p> <p>The standard price of the Starter Pack is shown here, however this may be modified through special offers available on the <a href="#">Website</a> from time to time.</p>	<p>\$5.00</p> <p>Including delivery and \$5.00 of Call Credits on the Default Plan</p>
<p>JUST TALK Credit</p> <p>Calls to other JUST Prepaid and Vodafone mobile numbers. Minutes based on average 2.5 minute calls</p>	<p>\$19 Cap: \$60 equates to 67 minutes</p> <p>\$29 Cap: \$75 equates to 84 minutes</p> <p>\$39 Cap: \$100 equates to 112 minutes</p>
<p>Call Credit Expiry Date</p>	<p>Call credits on the Recharge Voucher expires after 30 days</p>
<p>Grace Period</p>	<p>30 days from date Your Account Balance reaches zero.</p>
<p>Charges for the JUST 15 Prepaid Plan are charged per 30 seconds, unless otherwise stated</p>	
<p>Local and National</p>	<p>39c per 30 seconds charged in 30 second increments. 30c flag fall on call connection</p>
<p>Mobile</p>	<p>39c per 30 seconds charged in 30 second increments. 30c flag fall on call connection</p>
<p>International Calls</p>	<p>Charges for International calls are specified in Appendix 3</p>
<p>SMS</p>	<p>15c charge per message sent of up to 160 characters per recipient</p>
<p>SMS Delivery Report</p>	<p>5c charge per delivery report</p>
<p>Voicemail Retrieval</p>	<p>39c per 30 seconds charged in 30 second increments. 30c flag fall on call connection</p>
<p>Voicemail Deposit</p>	<p>No Charge</p>
<p>Recharge Line – 888</p>	<p>No Charge</p>
<p>Last Three Calls Line – 886</p>	<p>No Charge</p>
<p>Account Balance Line – 889</p>	<p>No Charge</p>
<p>Customer Care Line – 887</p>	<p>50c call connection charge</p>

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Customer Care Line – 1300 785 758	39c per 30 seconds charged in 30 second increments. 30c flag fall on call connection
SMS Customer Care – 0406 711 887 (SMS Only)	15c charge per message sent of up to 160 characters per recipient
Emergency calls to 000 and 112	No Charge
<b>Special Numbers</b>	
Calls to telephone numbers starting with '13' and '1300' (unless otherwise stated)	39c per 30 seconds charged in 30 second increments. 30c flag fall on call connection
Calls to telephone numbers starting with '1800' and the Telstra International Free Phone Number 0011 800, or 0014 800 (unless otherwise stated)	11c per 30 seconds charged in 30 second increments. 0c flag fall on call connection
Calls to the Telstra Satellite Service – ITERRA	39c per 30 seconds charged in 30 second increments. 30c flag fall on call connection
Calls to Ships at Sea	\$34.00 per 60 seconds charged in 60 second increments. 30c flag fall on call connection
<b>Service Features Available</b>	
Directory Assistance & Enquiries – 013, 118, 011, 1225, 12455	39c per 30 seconds charged in 30 second increments. \$2.60 flag fall on call connection
International Directory Assistance & Enquiries – 1223, 0103	39c per 30 seconds charged in 30 second increments. \$2.60 flag fall on call connection
Vodafone 123 By dialling 123 from Your Phone a Vodafone assistant will endeavour to provide You with any information You need. When You call Vodafone 123 and request to be connected to another number, the chargeable duration of the 123 call includes the through-connected leg.	\$1.75 per 30 seconds charged in 30 second increments. \$3.50 flag fall on call connection
MMS Standard and International	50c per message per recipient whether or not successfully delivered
MMS Standard and International Video	75c per message per recipient whether or not successfully delivered
Premium SMS	Not available under this Plan

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SMS Mobile Terminated You may be able to subscribe to certain third party services that send you SMS messages that are charged to Your Account when You receive them	Not available under this Plan
3G data services	\$0.01 per 5 seconds, minimum session of 5 seconds
<b>Miscellaneous Charges</b>	
SIM Card Replacement Fee	Faulty SIM Card replacement is free of charge. \$5.00 charge for all other replacements including the replacement of lost or stolen SIM Cards.
Number Swap Fee – for reasons other than harassment	\$69.95
Number Swap – Gold Number	\$275 plus \$20 transfer fee
Number Swap – Silver Number	\$50 plus \$20 transfer fee
Dishonour Fee. Where your credit or debit card, or direct debit payment is dishonoured	\$22.00
Not included in JUST Prepaid Cap Plan	Premium SMS Services Premium Numbers International Roaming National Roaming Content Purchases Mobile Commerce Transactions Call Screen



## Appendix 3 - International & Satellite Direct Dial Call Charges

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### JUST 15 Prepaid Plan

Calls are charged in 1 second increments with a 0c flag fall for connection. All rates are in Australian Dollars including GST, and are subject to change.

Country	Country Code	Per Minute
Albania	355	\$0.99
Algeria	213	\$0.99
Andorra	376	\$0.39
Angola	244	\$0.99
Anguilla	1264	\$0.99
Antarctica	672	\$2.99
Antigua & Barbuda	1268	\$0.99
Argentina	54	\$0.39
Armenia	374	\$0.39
Aruba	297	\$0.39
Ascension	247	\$0.99
Austria	43	\$0.39
Azerbaijan	994	\$0.39
Bahamas	1242	\$0.99
Bahrain	973	\$0.39
Bangladesh	880	\$0.39
Barbados	1246	\$0.99
Belarus	375	\$0.39
Belgium	32	\$0.39
Belize	501	\$0.99
Benin	229	\$0.99
Bermuda	1441	\$0.99
Bhutan	975	\$0.99
Bolivia	591	\$0.99
Bosnia Hertzegovina	387	\$0.39

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Botswana	267	\$0.99
Brazil	55	\$0.39
Brunei	673	\$0.39
BT Geoverse Service	88210	\$0.39
Bulgaria	359	\$0.99
Burkin Faso	226	\$0.99
Burma (see Myanmar)		
Burundi	257	\$0.99
Cambodia	855	\$0.39
Cameroon	237	\$0.99
Canada	1	\$0.39
Cape Verde	238	\$0.99
Cayman Islands	1345	\$0.99
Central African Republic	236	\$0.99
Chad	235	\$0.99
Chile	56	\$0.39
China	86	\$0.39
Christmas Island	672	\$2.99
Cocos Island	672	\$2.99
Colombia	57	\$0.99
Comoro Islands	269	\$0.99
Congo	242	\$0.99
Congo, Democratic Republic of (formerly Zaire)	243	\$0.99
Cook Islands	682	\$0.39
Costa Rica	506	\$0.99
Croatia	385	\$0.39
Cuba	53	\$0.99
Cyprus	357, 90392	\$0.39
Czech Republic	42	\$0.39
Denmark	45	\$0.39
Diego Garcia	246	\$0.99
Djibouti	253	\$0.99
Dominica Island	1767	\$0.99
Dominican Republic	1809	\$0.99
East Timor	670	\$0.99
Ecuador	593	\$0.99
Egypt	20	\$0.99

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El Salvador	503	\$0.99
Equatorial Guinea	240	\$0.99
Eritrea	291	\$0.99
Estonia	372	\$0.39
Ethiopia	251	\$0.99
Falkland Islands	500	\$0.99
Faroe Islands	298	\$0.39
Fiji	679	\$0.39
Finland	358	\$0.39
Former USSR	7	\$0.39
Former Yugoslav Republic of Macedonia	389	\$0.39
France	33	\$0.39
French Guiana	594	\$0.39
French Polynesia	689	\$0.39
Gabon	241	\$0.99
Gambia	220	\$0.99
Georgia	995	\$0.39
Germany	49	\$0.39
Ghana	233	\$0.99
Gibraltar	350	\$0.99
Greece	30	\$0.39
Greenland	299	\$0.39
Grenada	1473	\$0.99
Guadeloupe	590	\$0.39
Guam	1671	\$0.39
Guantanamo	5399	\$0.99
Guatemala	502	\$0.99
Guernsey	44	\$0.39
Guinea Bissau	245	\$0.99
Guinea Republic	224	\$0.99
Guyana	592	\$0.39
Haiti	509	\$0.99
Honduras	504	\$0.99
Hong Kong	852	\$0.39
Hungary	36	\$0.39
Iceland	354	\$0.99
India	91	\$0.39

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Indonesia	62	\$0.39
Iran	98	\$0.39
Iraq	964	\$0.99
Ireland	353	\$0.39
Israel	972	\$0.99
Italy	39	\$0.39
Ivory Coast	225	\$0.99
Jamaica	1876	\$0.99
Japan	81	\$0.39
Jordan	962	\$0.39
Kazakhstan	7	\$0.39
Kenya	254	\$0.39
Kiribati	686	\$0.39
Korea, North	850	\$0.99
Korea, South	82	\$0.39
Kuwait	965	\$0.39
Kyrgyzstan	996	\$0.39
Laos	856	\$0.39
Latvia	371	\$0.39
Lebanon	961	\$0.99
Lesotho	266	\$0.99
Liberia	231	\$0.99
Libya	218	\$0.99
Liechtenstein	41	\$0.99
Lithuania	370	\$0.39
Luxembourg	352	\$0.39
Macau	853	\$0.39
Madagascar	261	\$0.99
Malawi	265	\$0.99
Malaysia	60	\$2.99
Maldives Republic	960	\$0.99
Mali	223	\$0.99
Malta	356	\$0.39
Mariana Islands	670	\$0.99
Marshall Islands	692	\$0.99
Martinique	596	\$0.39
Mauritania	222	\$0.99

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Mauritius	230	\$0.39
Mayotte	269	\$0.99
Mexico	52	\$0.39
Micronesia	691	\$0.99
Moldova	373	\$0.39
Monaco	377	\$0.39
Mongolia	976	\$0.99
Montserrat	1664	\$0.99
Morocco	212	\$0.99
Mozambique	258	\$0.99
Myanmar (formerly Burma)	95	\$0.99
Namibia	264	\$0.99
Nauru	674	\$1.99
Nepal	977	\$0.39
Netherlands	31	\$0.39
Netherlands Antilles	599	\$0.39
New Caledonia	687	\$0.39
New Zealand	64	\$0.39
Nicaragua	505	\$0.99
Niger	227	\$0.99
Nigeria	234	\$0.39
Niue Island	683	\$2.99
Norfolk Island	6723	\$2.99
Norway	47	\$0.39
Oman	968	\$0.39
Pakistan	92	\$0.99
Palau	680	\$0.99
Panama	507	\$0.99
Papua New Guinea	675	\$2.99
Paraguay	595	\$0.99
Peru	51	\$0.39
Philippines	63	\$0.39
Poland	48	\$0.39
Portugal	351	\$0.39
Puerto Rico	1787	\$2.99
Qatar	974	\$0.99
Reunion	262	\$0.99

\*\*\*\*JUST\*\*\*\*  
\*PREPAID MOBILE\*

Romania	40	\$0.99
Russia	7	\$0.39
Rwanda	250	\$0.99
Samoa (American)	684	\$0.39
San Marino	378	\$0.39
Sao Tome & Principe	239	\$0.99
Saudi Arabia	966	\$0.99
Senegal	221	\$0.99
Serbia & Montenegro	381	\$0.39
Seychelles	248	\$0.99
Sierra Leone	232	\$0.99
Singapore	65	\$0.39
Slovak Republic	421	\$0.39
Slovenia	386	\$0.39
Soloman Islands	677	\$2.99
Somalia	252	\$0.99
South Africa	27	\$0.39
Spain	34	\$0.39
Sri Lanka	94	\$0.39
St Helena	290	\$0.99
St Kitts & Nevis	1869	\$0.99
St Lucia	1758	\$0.99
St Pierre/Miquelon	508	\$0.39
St Vincent & Grenadines	1784	\$0.99
Sudan	249	\$0.99
Surinam	597	\$0.39
Swaziland	268	\$0.99
Sweden	46	\$0.39
Switzerland	41	\$0.39
Syria	963	\$0.99
Taiwan	886	\$0.39
Tajikstan	7	\$0.39
Tanzania	255	\$0.99
Thailand	66	\$0.39
Togo	228	\$0.99
Tokelau	690	\$0.99
Tonga	676	\$0.39

\*\*\*\*JUST\*\*\*\*  
\*PREPAID MOBILE\*

Trinidad and Tobago	1868	\$0.99
Tunisia	216	\$0.99
Turkey	90	\$0.39
Turkmenistan	993	\$0.39
Turks & Caicos Islands	1809	\$0.99
Tuvalu	688	\$0.39
Uganda	256	\$0.99
Ukraine	38	\$0.39
United Arab Emirates (UAE)	971	\$0.39
United Kingdom	44	\$0.39
United States of America	1	\$0.39
Uruguay	598	\$0.39
Uzbekistan	7	\$0.39
Vanuatu	678	\$0.39
Vatican City	39	\$0.39
Venezuela	58	\$0.39
Vietnam	84	\$0.39
Virgin Islands (British)	1809496	\$0.99
Virgin Islands (US)	1340	\$2.99
Wallis and Funtuna Islands	681	\$0.99
Western Samoa	685	\$0.39
Yemen Arab Republic	967	\$0.99
Yemen PDR	969	\$0.99
Zaire (see Congo, Democratic Rep. of)		
Zambia	260	\$0.99
Zimbabwe	263	\$0.39

**\*\*\*\*JUST\*\*\*\***  
**\*PREPAID MOBILE\***

**JUST Prepaid Cap Plan**

Restrictions: No termination to Special Service Numbers (audio text, 900 equivalents, US overseas military bases, call pay cellular where the call charge exceeds standard in-country termination rates, and any other premium charge calls) except where a Special Service has been listed in the table as available.

Calls are charged in 30 second increments with a 30c flag fall for connection. All rates are in Australian Dollars including GST, and are subject to change.

Country	Country Code	Per minute
Albania	355	\$1.99
Algeria	213	\$1.99
Andorra	376	\$0.99
Angola	244	\$1.99
Anguilla	1264	\$1.99
Antarctica	672	\$2.99
Antigua & Barbuda	1268	\$1.99
Argentina	54	\$0.99
Armenia	374	\$0.99
Aruba	297	\$0.99
Ascension	247	\$1.99
Austria	43	\$0.99
Azerbaijan	994	\$0.99
Bahamas	1242	\$1.99
Bahrain	973	\$0.99
Bangladesh	880	\$0.99
Barbados	1246	\$1.99
Belarus	375	\$0.99
Belgium	32	\$0.99
Belize	501	\$1.99
Benin	229	\$1.99
Bermuda	1441	\$1.99
Bhutan+A40	975	\$1.99
Bolivia	591	\$1.99
Bosnia Hertzegovina	387	\$0.99



\*\*\*\*JUST\*\*\*\*  
\*PREPAID MOBILE\*

Botswana	267	\$1.99
Brazil	55	\$0.99
Brunei	673	\$0.99
BT Geoverse Service	88210	\$0.99
Bulgaria	359	\$1.99
Burkin Faso	226	\$1.99
Burma (see Myanmar)		
Burundi	257	\$1.99
Cambodia	855	\$0.99
Cameroon	237	\$1.99
Canada	1	\$0.99
Cape Verde	238	\$1.99
Cayman Islands	1345	\$1.99
Central African Republic	236	\$1.99
Chad	235	\$1.99
Chile	56	\$0.99
China	86	\$0.99
Christmas Island	672	\$2.99
Cocos Island	672	\$2.99
Colombia	57	\$1.99
Comoro Islands	269	\$1.99
Congo	242	\$1.99
Congo, Democratic Republic of (formerly Zaire)	243	\$1.99
Cook Islands	682	\$1.99
Costa Rica	506	\$1.99
Croatia	385	\$0.99
Cuba	53	\$0.99
Cyprus	357, 90392	\$0.99
Czech Republic	42	\$0.99
Denmark	45	\$0.99
Diego Garcia	246	\$1.99
Djibouti	253	\$1.99
Dominica Island	1767	\$1.99
Dominican Republic	1809	\$1.99
East Timor	670	\$1.99
Ecuador	593	\$1.99
Egypt	20	\$1.99

\*\*\*\*JUST\*\*\*\*  
\*PREPAID MOBILE\*

El Salvador	503	\$1.99
Equatorial Guinea	240	\$1.99
Eritrea	291	\$1.99
Estonia	372	\$0.99
Ethiopia	251	\$1.99
Falkland Islands	500	\$1.99
Faroe Islands	298	\$0.99
Fiji	679	\$0.99
Finland	358	\$0.99
Former USSR	7	\$0.99
Former Yugoslav Republic of Macedonia	389	\$0.99
France	33	\$0.99
French Guiana	594	\$0.99
French Polynesia	689	\$0.99
Gabon	241	\$1.99
Gambia	220	\$1.99
Georgia	995	\$0.99
Germany	49	\$0.99
Ghana	233	\$1.99
Gibraltar	350	\$1.99
Greece	30	\$0.99
Greenland	299	\$0.99
Grenada	1473	\$1.99
Guadeloupe	590	\$0.99
Guam	1671	\$0.99
Guantanamo	5399	\$1.99
Guatemala	502	\$1.99
Guernsey	44	\$0.99
Guinea Bissau	245	\$1.99
Guinea Republic	224	\$1.99
Guyana	592	\$0.99
Haiti	509	\$1.99
Honduras	504	\$1.99
Hong Kong	852	\$0.99
Hungary	36	\$0.99
Iceland	354	\$1.99
India	91	\$0.99

\*\*\*\*JUST\*\*\*\*  
\*PREPAID MOBILE\*

Indonesia	62	\$0.99
Iran	98	\$0.99
Iraq	964	\$1.99
Ireland	353	\$0.99
Israel	972	\$1.99
Italy	39	\$0.99
Ivory Coast	225	\$1.99
Jamaica	1876	\$1.99
Japan	81	\$0.99
Jordan	962	\$0.99
Kazakhstan	7	\$0.99
Kenya	254	\$0.99
Kiribati	686	\$0.99
Korea, North	850	\$1.99
Korea, South	82	\$0.99
Kuwait	965	\$0.99
Kyrgyzstan	996	\$0.99
Laos	856	\$0.99
Latvia	371	\$0.99
Lebanon	961	\$1.99
Lesotho	266	\$1.99
Liberia	231	\$1.99
Libya	218	\$1.99
Liechtenstein	41	\$0.99
Lithuania	370	\$0.99
Luxembourg	352	\$0.99
Macau	853	\$0.99
Madagascar	261	\$1.99
Malawi	265	\$1.99
Malaysia	60	\$2.99
Maldives Republic	960	\$1.99
Mali	223	\$1.99
Malta	356	\$0.99
Mariana Islands	670	\$1.99
Marshall Islands	692	\$1.99
Martinique	596	\$0.99
Mauritania	222	1.99

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\*PREPAID MOBILE\*

Mauritius	230	\$0.99
Mayotte	269	\$1.99
Mexico	52	\$0.99
Micronesia	691	\$1.99
Moldova	373	\$0.99
Monaco	377	\$0.99
Mongolia	976	\$1.99
Montserrat	1664	\$1.99
Morocco	212	\$1.99
Mozambique	258	\$1.99
Myanmar (formerly Burma)	95	\$1.99
Namibia	264	\$1.99
Nauru	674	\$0.99
Nepal	977	\$0.99
Netherlands	31	\$0.99
Netherlands Antilles	599	\$0.99
New Caledonia	687	\$0.99
New Zealand	64	\$0.99
Nicaragua	505	\$1.99
Niger	227	\$1.99
Nigeria	234	\$0.99
Niue Island	683	\$2.99
Norfolk Island	6723	\$2.99
Norway	47	\$0.99
Oman	968	\$0.99
Pakistan	92	\$1.99
Palau	680	\$1.99
Panama	507	\$1.99
Papua New Guinea	675	\$2.99
Paraguay	595	\$1.99
Peru	51	\$0.99
Philippines	63	\$0.99
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St Vincent & Grenadines	1784	\$1.99
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Switzerland	41	\$0.99
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United States of America	1	\$0.99
Uruguay	598	\$0.99
Uzbekistan	7	\$0.99
Vanuatu	678	\$0.99
Vatican City	39	\$0.99
Venezuela	58	\$0.99
Vietnam	84	\$0.99
Virgin Islands (British)	1809496	\$0.99
Virgin Islands (US)	1340	\$2.99
Wallis and Funtuna Islands	681	\$1.99
Western Samoa	685	\$0.99
Yemen Arab Republic	967	\$1.99
Yemen PDR	969	\$1.99
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Zambia	260	\$1.99
Zimbabwe	263	\$0.99