

**AMADWALA TRADING 5 CC AND WISTEC DATA & TELECOMS (PTY) LTD**  
**T/A WISTEC**

**CODE OF CONDUCT & SERVICE CHARTER**

**INTRODUCTION**

1. In order to provide electronic communications services to its subscribers, Amadwala Trading 5 CC t/a Wistec holds licences issued by the Independent Communications Authority of South Africa (“ICASA”).
2. ICASA requires that all licence-holders comply with, inter alia, the:
  - 2.1. ICASA Code of Conduct Regulations 2007, which set out minimum standards of conduct when providing services to subscribers or dealing with potential subscribers; and
  - 2.2. ICASA End-User and Subscriber Service Charter Regulations 2016, which set out minimum quality of service standards applicable to services provided to subscribers and potential subscribers.
3. Wistec has developed a Code of Conduct & Service Charter in line with these Regulations and will strive to follow this in its interactions with its Consumers insofar as they are applicable.
4. The ICASA Code of Conduct Regulations 2007 are available here.
5. The ICASA End-User and Subscriber Service Charter Regulations 2016 are available here.

**DEFINITIONS**

6. “Business Day” means any day other than a Saturday or Sunday or a public holiday observed as such in the Republic of South Africa.
7. “Business Hours” means 08h00–17h00 on Business Days.
8. “Customer” means a subscriber or potential subscriber of Wistec.

**KEY COMMITMENTS**

9. Wistec makes the following key commitments and will endeavour to:
  - 9.1. Act in a fair, reasonable and responsible manner in all dealings with Customers;
  - 9.2. Ensure that all its services and products meet the specifications as contained in Wistec’s licences and all the relevant laws and regulations;
  - 9.3. Not unfairly discriminate against or between Customers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;
  - 9.4. Display utmost courtesy and care when dealing with Customers;
  - 9.5. Provide Customers with information regarding services and pricing;
  - 9.6. Where requested to do so, to provide Customers with guidance with regard to their service needs;
  - 9.7. Keep the personal information of Customers confidential unless Wistec is:
    - 9.7.1. In possession of written authorisation from the Customer to do so;
    - 9.7.2. Required to release such information for the purpose of briefing Wistec’s auditors, professional advisors or an accredited debt collection agency; and/or
    - 9.7.3. Otherwise authorised or required by any law or an order of Court.
  - 9.8. Customers have the right to refer Complaints to ICASA as more fully set out in Wistec’s Complaints Procedures.

**CONSUMER RIGHTS**

11. The ICASA Code of Conduct Regulations 2007 stipulate the following (non-exhaustive) list of consumer rights held by consumers:
  - 11.1. A right to be provided with the required service without unfair discrimination;
  - 11.2. A right to choose the service provider of the consumer’s choice;
  - 11.3. A right to receive information in the consumer’s preferred language;

- 11.4. A right to access and question records held by the service provider which relate to the consumer's relationship with the service provider;
- 11.5. A right to the protection of the consumer's personal data, including the right not to have personal data sold to third parties without the consumer's permission;
- 11.6. A right to port a number in terms of applicable regulations;
- 11.7. A right to lodge a complaint; and
- 11.8. A right to redress.

#### AVAILABILITY OF INFORMATION

The following information can be obtained from Wistec by email request to [accounts@wistec.co.za](mailto:accounts@wistec.co.za) (with no charge payable), and is available for inspection at Wistec's offices during Business Hours:

- 11.9. Wistec's range of services/products on offer;
- 11.10. Tariff rates applicable to each service offered;
- 11.11. Terms and conditions applicable to such services/products;
- 11.12. Payment terms;
- 11.13. Billing and billing processes;
- 11.14. Complaints Procedures which includes the General Complaints Procedure and the Billing Disputes Procedure; and
- 11.15. Relevant contact details.

#### BILLING

12. Wistec will provide the Customer with an itemised bill or invoice on request or where this is specified as part of the services provided to the Customer.
13. Billing terms are also set out on Wistec's invoices.

#### DEFECTIVE ITEMS

14. Where a product is defective, Wistec will investigate the issue and will replace it in accordance with the manufacturer's warranty for that product.
15. Wistec's support team will contact subscribers to investigate the root cause of the reported fault.
16. Where it is deemed necessary, the reported equipment will be repaired, and Wistec will provide temporary swap-out equipment to the subscriber.
17. Where it is deemed necessary, Wistec will replace the reported equipment in accordance with the manufacturer's warranty for that product.
18. The decision on whether the equipment is in fact defective, and whether to repair or replace any equipment found to be defective, remains with Wistec and/or the manufacturer.

#### APPLICATION/CREDIT VETTING

19. Where applicable, Wistec reserves the right to subject any application for services and/or products, including variations to existing services and/or products, to credit referencing and analysis by registered credit bureaux, and the Customer explicitly consents to the use of all information supplied by the Customer for this purpose and for the purpose of compliance with the National Credit Act 34 of 2005, as amended.

#### TERMS AND CONDITIONS OF SERVICE

20. Wistec will provide the Customer with a copy of the written contract and/or terms and conditions (or link thereto) upon finalisation of a service agreement or as soon as is reasonably possible thereafter. Where an agreement is entered into telephonically, a copy of these documents will be provided to the Customer within 7 Business Days.
21. These documents will contain clear provisions relating to the nature of the contract, the rates and rules for the service, date and period of invoicing, the minimum duration of the contract, the

manner and notice period for termination, any payments or rules which may be applicable for early termination, the possibility of tariff changes during the contract term, any additional costs (deposit, connection fee, administrative fees, insurance costs, hardware costs) that may be applicable, fair usage and other policies, and any other rules which may govern the relationship between Wistec and the Customer.

22. Where Wistec makes changes to the terms and conditions of its services, Wistec will inform the Customer of such changes within a fair and reasonable period.

#### MINIMUM SERVICE STANDARDS

23. The End-User and Subscriber Service Charter Regulations 2016 set out the following quality of service parameters for Fixed Services, Fixed Wireless and Mobile Services (as defined therein):
  - 23.1. 95% network service availability averaged over 6 months;
  - 23.2. 95% service availability averaged over 6 months;
  - 23.3. For Fixed Services, 95% success rate in meeting residential services installations within 30 days of request measured over 6 months, and 90% successful installations for business services within 30 days of request measured over 6 months;
  - 23.4. For Fixed Wireless, 95% success rate for activations within 48 hours measured over 6 months;
  - 23.5. For Fixed, 90% of faults cleared within 5 days measured over 6 months;
  - 23.6. Average speech quality on the Mean Opinion Score (MOS) must be greater than 3 averaged over 6 months.
24. Wistec will, subject to events and conduct beyond its reasonable control, adhere to the aforementioned quality of service parameters insofar as these apply to Wistec.
25. Customers acknowledge that Wistec is directly dependent on network and other services provided by third parties in providing the services, and that Wistec cannot be held liable in any manner whatsoever for any failure to meet any specified standards where this results from the acts and/or omissions of such third parties.

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