

Code Of Conduct

NW Internet Services CC is an Internet Service Provider (ISP) that subscribes to a Code of Conduct that underscores our commitment to providing the highest standard of service and support to our customers. This Code reflects our commitment to our customers to safeguard their rights and address their concerns.

This Code of Conduct which has been drafted in accordance with the regulations prescribed by the Independent Communications Authority of South Africa in terms of section 4 read with section 69(1) of the Electronic Communications Act, 2005 (No.36 of 2005), in respect of a code of conduct for electronic communications and electronic communications network service licensees.

1. KEY COMMITMENTS

1.1 NW Internet Services CC undertakes to:

- a. act in a fair, reasonable and responsible manner in all dealings with the consumer;
- b. ensure that all services and products meet the specifications as contained in their licences and all the relevant laws and regulations;
- c. not unfairly discriminate against or between consumers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;
- d. display utmost courtesy and care when dealing with consumers;
- e. provide consumers with information regarding services and pricing;
- f. provide consumers with guidance in regard to their customer needs, upon request;
- g. keep consumers' personal information confidential;
- h. advise consumers to refer the complaint to the Authority

1.2 As a consumer you are entitled to the following rights:

- a. a right to be provided with the required service without unfair discrimination;
- b. a right to choose the service provider of their choice;
- c. a right to receive information in the preferred language;
- d. a right to access and question records and information held by the service provider;
- e. a right to the protection of the consumers' personal data, including the right not to have personal data sold to third parties without permission by the consumer;
- f. a right to port a number in terms of applicable regulations;
- g. a right to lodge a complaint; and
- h. a right to redress.

2. DEFFINITIONS

- 2.1 "Business Day" means any day other than a Saturday or Sunday or a public holiday observed as such in the Republic of South Africa.
- 2.2 "Business Hours" means 08h00–17h00 on Business Days.
- 2.3 "Customer" means a subscriber or potential subscriber of NW Internet Services CC

3. PROVISION OF INFORMATION

The following information can be obtained from NW Internet Services CC by email request to sales@nwisp.co.za (with no charge payable), and is available for inspection at NW Internet Services CC offices during Business Hours:

- 3.1 NW Internet Services CC range of services/products on offer;
- 3.2 Tariff rates applicable to each service offered;
- 3.3 Terms and conditions applicable to such services/products;
- 3.4 Payment terms;
- 3.5 Billing and billing processes;
- 3.6 Complaints Procedures which includes the General Complaints Procedure and the Billing Disputes Procedure; and
- 3.7 Relevant contact details.

4. BILLING

- 4.1 NW Internet Services CC will provide the Customer with an invoice on request or where this is specified as part of the services provided to the Customer.
- 4.2 Billing terms are also set out on NW Internet Services CC invoices.
- 4.3 Defective Items Where a product is defective, NW Internet Services CC will investigate the issue and will replace it in accordance with the manufacturer's warranty for that product.

5. TERMS AND CONDITIONS OF SERVICE

- 5.1 NW Internet Services CC will provide the client with an electronic copy of the written terms and conditions after the installation is done, or as soon as is reasonably possible thereafter, in a maximum of seven (7) Business Days.
- 5.2 These written terms and conditions will contain clear provisions relating to the nature of the contract, the minimum duration of the contract, the manner and notice period for termination and any payments which may be applicable for early termination.
- 5.3 Where changes on NW Internet Services CC terms and conditions of the service may apply, clients will be informed of such changes within a fair and reasonable period.

6. MINIMUM SERVICE STANDARDS

NW Internet Services CC will, subject to events and conduct beyond its reasonable control:

- 6.1 Supply clients with a minimum of 95% network service availability measured over twelve (12) months;
- 6.2 Supply clients with a minimum of 95% service availability measured over twelve (12) months;
- 6.3 Achieve a 90% success rate in meeting requests for installation and activation of service for qualifying service applicants within thirty (30) Business Days of request, while meeting the balance of requests within forty (40) Business Days of request;
- 6.4 Provide full reasons to the client where NW Internet Services CC is not able to meet a request for service within these time periods within seven (7) Business Days of receipt of request for same;

- 6.5 Achieve a 90% success rate within seven (7) Business Days in meeting requests for activation of a service, while meeting the balance of requests within fifteen (15) Business Days of request, provided that the applicant is within NW Internet Services CC specific coverage area;
- 6.6 Provide the client with full details where NW Internet Services CC is not able to meet a request for activation within these time periods within seven (7) Business Days of receipt of request;
- 6.7 Maintain an average of 90% fault clearance rate for all faults reported within three (3) Business Days, with the balance to be cleared within six (6) Business Days of the reporting of the fault;
- 6.8 Monitor the network 24 hours a day, 7 days a week, 365 days a year.
- 6.9 Clients acknowledge that NW Internet Services CC is directly dependent on network and other services provided by third parties in providing a service and meeting the standards set out above, and that NW Internet Services CC cannot be held liable in any manner whatsoever for any failure to meet such standards where this results from the acts and/or omissions of such third parties.