

# CYBERSMART (PTY) LTD

## CODE OF CONDUCT & SERVICE CHARTER

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### Introduction

1. In order to provide electronic communications services to its subscribers, Cybersmart (Pty) Ltd (“Cybersmart”) 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. Cybersmart 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.
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 Cybersmart.

## **Key Commitments**

9. Cybersmart 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 Cybersmart'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 Cybersmart is:
    - In possession of written authorisation from the Customer to do so;
    - Required to release such information for the purpose of briefing Cybersmart's auditors, professional advisors or an accredited debt collection agency; and/or
    - Otherwise authorised or required by any law or an order of Court.
10. Customers have the right to refer Complaints to ICASA as more fully set out in Cybersmart'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**

12. The following information can be obtained from Cybersmart by email request to [info@cybersmart.co.za](mailto:info@cybersmart.co.za) with no charge payable), and is available for inspection at Cybersmart's offices during Business Hours:
  - 12.1. Cybersmart's range of services/products on offer;

- 12.2. Tariff rates applicable to each service offered;
- 12.3. Terms and conditions applicable to such services/products;
- 12.4. Payment terms;
- 12.5. Billing and billing processes;
- 12.6. Complaints Procedures which includes the General Complaints Procedure and the Billing Disputes Procedure; and
- 12.7. Relevant contact details.

### **Billing**

- 13. Cybersmart 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.
- 14. Billing terms are also set out on Cybersmart's invoices.

### **Defective Items**

- 15. Where a product is defective, Cybersmart will investigate the issue and will replace it in accordance with the manufacturer's warranty for that product.

### **Application/Credit Vetting**

- 16. Where applicable, Cybersmart 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**

- 17. Cybersmart 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.
- 18. 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 Cybersmart and the Customer.
- 19. Where Cybersmart makes changes to the terms and conditions of its services, Cybersmart will inform the Customer of such changes within a fair and reasonable period.

## Minimum Service Standards

20. 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):
  - 20.1. 95% network service availability averaged over 6 months;
  - 20.2. 95% service availability averaged over 6 months;
  - 20.3. 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;
  - 20.4. For Fixed Wireless, 95% success rate for activations within 48 hours measured over 6 months, and for Mobile Services, 99% activated within 48 hours measured over 6 months;
  - 20.5. For Fixed, 90% of faults cleared within 5 days measured over 6 months, and for Mobile Services, 95% of faults cleared within 24 hours measured over 6 months;
  - 20.6. Average call setup success ratio must be greater than 98% averaged over 6 months;
  - 20.7. Average call setup time must be less than 20 seconds averaged over 6 months;
  - 20.8. Average dropped call ratio must be less than 3% averaged over 6 months;
  - 20.9. Average message transmission success ratio must be greater than 98% of attempted SMS' averaged over 6 months;
  - 20.10. End-to-end delivery time for SMS' must be less than 60 seconds averaged over 6 months;
  - 20.11. Average speech quality on the Mean Opinion Score (MOS) must be greater than 3 averaged over 6 months.
21. Cybersmart will, subject to events and conduct beyond its reasonable control, adhere to the aforementioned quality of service parameters insofar as these apply to Cybersmart.
22. Customers acknowledge that Cybersmart is directly dependent on network and other services provided by third parties in providing the services, and that Cybersmart 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.

Last Updated: August 2017