



## **1. Definitions**

In these regulations any word or expression to which a meaning has been assigned in the Electronic Communications Act, 2005 (Act No. 36 of 2005) has the meaning so assigned and, unless the context indicates otherwise-

"Act" means the Electronic Communications Act 2005 (No. 36 of 2005)

"Authority" means the Independent Communications Authority of South Africa established by section 3 of the Independent Communications Authority of South Africa Act 2000 (No 13 of 2000) as amended.

"Code of Conduct" ("the Code") means a code of practice, or similar document, intended to safeguard or promote the interests of consumers by regulating the conduct of persons engaged in the supply of goods or services to consumers.

"consumer" means a natural person excluding a juristic person, and includes an end-user (as defined in section 2 of the ECA), who uses and/or receives for own use, the services and/or products of a licensed service referred to in Chapter 3 of the Act.

"ICASA Act" means the Independent Communications Authority of South Africa Act, No 13 of 2000.

"service provider" means

- a) a juristic person that sells to a consumer electronic communications service(s) and/or product(s) for the consumer's own use.
- b) a network operator;
- c) a juristic person that purchases network services from a network operator to resell these services to the consumer.

"National Credit Act" means the National Credit Act, No. 34 of 2005

## **2. Key Commitments**

MyWifi ISP commits 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; provide consumers with guidance in regard to their customer needs, upon request;

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- g) keep consumers' personal information confidential;
- h) advise consumers to refer the complaint to the Authority.

### **3. Consumer Rights:**

MyWifi will inform consumers of their rights which include, but are not limited to:

- 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.

### **4. Provision of Information**

- a) MyWifi ISP is committed to providing consumers with information regarding the broad range of services and products on offer, tariff rates applicable to each service offered, terms and conditions, payment, policies, billing, complaints handling procedures and relevant contact details.
- b) To provide accurate information that is readily accessible and understandable to consumers.

### **5. Tariffs**

MyWifi ISP undertakes to

- a) publish information on applicable tariffs, fees and terms and conditions for provision of the relevant service.
- b) Not to provide any service for a charge, fee or other compensation, unless the prices for the service and other terms and conditions of the provision of such service have been made known to the public and the Authority by:
  - i. making such information available for inspection at its offices during business hours;
  - ii. providing such details to anyone who requests at no charge;
  - iii. providing such details on its website
  - iv. providing such pricing details within thirty (30) days of commencing a service.
- c) No tariff plan must be offered, presented, marketed or advertised in a manner that may be misleading.

## **6. Contract Terms and Conditions**

MyWifi ISP will follow the following guiding principles for all our service contracts:

- a) Use plain and understandable language;
- b) Ensure that there are clear provisions of the salient points of the service contract, to include but are not limited to the following:
  - i. Nature of a contract;
  - ii. Minimum duration of a contract;
  - iii. Payment for early termination - i.e. if a contract is terminated prior to the minimum duration;
  - iv. Notice period for termination and
  - v. Manner of notice of termination
- c) Inform the consumer about changes to the terms and conditions of a contract within a fair and reasonable period.
- d) Provide the consumer with a copy of the written terms and conditions immediately or as soon as is reasonably possible, after conclusion of a contract; except where a contract is entered into telephonically provide a copy of the written terms and conditions within 7 (seven) working days after entering into a contract.

## **7. Consumer Confidentiality:**

MyWifi ISP will protect the confidentiality of consumer information, and in particular, will

- a) use the information only for the purpose permitted or required,
- b) report or release that information only to the consumer or prospective consumer,
- c) only release that information to another person:
  - i. when directed by the written instruction of the consumer or prospective consumer, or
  - ii. when directed by an order of a court.
  - iii. during the process of collection of debts owed to the licensees to accredited debt collection agencies.
  - iv. by the licensees' auditors for the purpose of auditing their accounts.
  - v. in terms of any applicable law.

## **8. Charging, Billing, Collection and Credit Practices**

- a) MyWifi ISP will clearly communicate billing processes to consumers.
- b) provide payment procedures in our bills.

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- c) inform the prospective consumers at the outset that credit referencing I risk assessment will be applied, if billed on post paid basis.
- e) If paid on post paid basis, explanation of how the credit referencing system operates, will be given.

### **9. Applicable rules in defining suitable degree of consumer protection regarding billing complaints:**

- a) Where the consumer lodges a billing complaint, the complaint handling process, Mywifi ISP will be guided by the following general principles:
  - i. not disconnect the service of the consumer while the investigation of a disputed portion of a bill is still pending.
  - ii. reach a determination regarding the billing complaint and communicate it to the complainant within fourteen (14) working days.
  - iii. not disconnect the service MyWifi ISP notified the complainant about the results of their investigation and the final decision on the complaint.
  - iv. not take adverse collection procedures or assess late charges and/or penalties while the investigation of a disputed billing is still pending.
  - v. not require the consumer to pay the disputed bill in full pending the investigation of the complaint.
  - vi. ensure that the consumer is informed well in advance about time for payment and the possibility of disconnection in the case of non- payment within a certain period before they disconnect him/her.

### **10. Promotional Marketing, Advertising and Sales Practices:**

- a) MyWifi ISP will ensure that all advertising and promotional material are not misleading.
- b) All advertising will comply with the South African Advertising Standards Authority's Code of Conduct and any other applicable Codes that may be developed for the sector.

### **11. Complaints handling procedures**

Complaints handling, resolution and escalation procedures for customers will be prominently displayed, including the option to refer the complaint to the Authority.