

**MZANZI LISETTA MEDIA & PRINTING CC  
T/A**



1 Hamman Street PostNet Suite #76 Private Bag X 8689 Groblersdal, 0470  
Tel: 013 262 4798 Fax: 013 262 4498 Email: [info@ctecg.co.za](mailto:info@ctecg.co.za) [www.ctecg.co.za](http://www.ctecg.co.za)

**CODE OF CONDUCT**

**VERSION UPDATE: FEBRUARY 2015**

## 1. Introduction

The Code of Conduct sets out the minimum standards of service and behaviour applicable and deliverable by the Service Provider's members of staff and to all its Consumers.

## 2. Key Commitments

2.1 The Service Provider will, at all times, be providing reliable, cost effective Internet products and services to the SMME market in South Africa.

### 2.1.1. Products and Services:

The Service Provider offers a wide range of products and services and we differentiate ourselves from our competitors by providing excellent guidance with regards to requirements, service and quick response times.

### 2.1.2. Fairness:

The Service Provider will, at all times, act professionally: Always strive to act fair, reasonable, responsible and in a transparent manner in all dealings with the Consumer. In addition, it is our aim to treat all our Consumers with courtesy and provide, to the best of our ability, Consumer care.

### 2.1.3. Record Keeping:

The Service Provider will keep records of all the necessary documentation as needed and required and are registered with all the required Authorities and Regulatory Bodies.

### 2.1.4. Licensing:

The Service Provider will ensure that products and services meet the specifications as contained in the licences held and in adherence to the relevant laws and regulations. The Service Provider will only make use of products and services from suppliers also subscribing to the relevant laws and regulations. This includes using only type-approved equipment and utilising unlicensed spectrum in a professional manner with due regard to other users and will comply with the relevant regulations issued by the Authority.

### 2.1.5. Research and Development:

The Service Provider will continually engage in research and development of products and services to ensure that the Consumer base can benefit from the latest technologies.

### 2.1.6. Safety:

The Service Provider will observe all safety regulations to ensure that our staff and Consumers are not at risk from any action. Our technicians are trained and equipped with approved rope access equipment and our teams consist of at least two technicians when working at heights. We are registered with the Compensation Commissioner.

### 2.1.7. Environmental Impact:

The Service Provider shall at all times observe the environmental impact of our actions and minimise the impact upon the environment.

### 2.1.8. Education and Training:

The Service Provider will provide ongoing staff training in all aspects of the business, to enhance our offering in terms of the products and services, specifically also in observing the Code of Conduct on a regular basis.

### 2.1.9. Network Infrastructure:

All network infrastructure will be clearly marked for easy identification with the contact and license details. The communications network will be monitored 24 hours, 7 days a week and access to a 24/7 helpdesk will be provided. Should a problem not be resolved telephonically, a call will be

logged and a call out scheduled. The Service Provider communicates with Consumers regarding network related faults via a SMS system.

2.1.10. Social Responsibility:

The Service Provider will, as far as possible, make contributions to communities to provide Internet access for education and development if it cannot be afforded.

2.1.11. Protection:

The Service Provider will:

- respect the intellectual property rights of the recipients of its services and third parties and shall not knowingly infringe such rights.
- will not send or promote the sending of SPAM and will take reasonable measures to ensure that their networks are not used by others for this purpose.
- will take reasonable steps to ensure that we do not offer paid content subscription services to minors without written permission from a parent or guardian.
- undertake to provide recipients of Internet access with information about procedures, content labelling systems, filtering and other software applications that can be used to assist in the control and monitoring of minors' access.
- will take all reasonable measures to prevent unauthorised access to, interception of, or interference with data on its network and under its control.

### **3. Consumer Rights**

3.1 In terms of rights of the Consumer, we observe the following:

3.1.1. A right to be provided with the required service without unfair discrimination;

We do not unfairly discriminate against or between Consumers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation.

3.1.2. A right to choose the Service Provider of their choice;

3.1.3. A right to receive information in their preferred language;

3.1.4. A right to access and question records and information held by the Service Provider;

3.1.5. 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 permission of the Consumer;

3.1.6. A right to port a number in terms of applicable regulations;

3.1.7. A right to lodge a complaint; and

3.1.8. A right to redress.

3.1.9. The Service Provider complies with the Electronic Communications & Transactions Act of 2002, Section 45(1) – any person who sends unsolicited commercial communications to Consumers, must provide the Consumers with the option to cancel his or her subscription to that mailing list.

### **4. Provisioning of Information: Products and Services**

4.1. The Service Provider offers the following products and services:

Desktop support, domain name registration, email hosting, fax solutions whereby faxes can be received and sent via the Internet, Internet access, networking (wireless and wired networking solutions) and VoIP managed solutions.

4.2. Subscribing to the products and services:

A contract is signed on request and activation of this service. The contract captures the information of

the person responsible for completing the form, the Consumer's information (if different from the person completing the form), the physical and postal address, the payment details, the products/services to be rendered and includes the standard terms and conditions.

The above information collected is verified in compliance with the Regulation of Interception of Communications and Provision of Communication-Related Information Act (RICA) of South Africa that regulates the interception of communications and associated processes such as applications for and authorisation of interception of communications.

- The information of individuals is verified according to their full name and identity, the residential and postal or business addresses.
- The information for business entities are verified by verified according to the name and identity, the residential and postal or business address of the person responsible for completing the form, and for the entity itself by verifying the business address and registration number against the following documentation: identity document, registration documents, bank statements, telephone account, rates/services account and/or letter of authority.

A copy of the completed contract is provided to the Consumer within 7 working days from the date the contract has been signed.

#### 4.3. Tariffs:

This information is available at no cost in printed format at the business premises offices and in electronic format on the website. The pricing quoted includes VAT at the current rate.

#### 4.4. Terms and Conditions:

The following terms and conditions pertain to the above mentioned products and services.

- 4.4.1. The contract between the Consumer and the Service Provider is for the provisioning of the products and services at the rate as indicated on the contract.
- 4.4.2. No additional charges, other than specified explicitly on the contract, will be levied.
- 4.4.3. The contract will continue on a month to month basis. One full calendar month's written notice is required in order to terminate the contract. A cancellation form must, preferably, be completed in order to action the cancellation – this form can be obtained from our office in printed format, or, electronically via email.
- 4.4.4 On termination of the contract it is the Consumer's prerogative to request a de-installation of the equipment. A pro rata refund will be paid for the equipment after de-installation.
- 4.4.5 It is the responsibility of the Consumer to keep the usernames and passwords confidential as specified in terms of this contract.
- 4.4.6 The responsibility for any domains and domain e-mail addresses hosted with other Internet Services Providers remains with the Consumer.
- 4.4.7 Monthly subscription fees are payable in advance, connections not paid for by the 7th of the month will be disconnected and a reconnection fee of R 100.00 (VAT exclusive) will be charged for reconnection.
- 4.4.8 Installation payments are strictly payable on installation.
- 4.4.9 The Consumer purchases all equipment, the Service Provider cannot be held responsible for any damage to equipment, malfunction or resulting losses. All products carry a one year warrantee but the warrantee excludes damage due to negligence, maliciousness and natural disasters.
- 4.4.10 Should equipment become defective during this period, the equipment will be swapped out with new equipment at no cost to the Consumer. If this is not possible similar equipment offering the same functionality will be installed until such time that the equipment can be repaired and/or

replaced.

- 4.4.11 It is the Consumer's responsibility to test the system regularly and to phone the helpdesk if problems are experienced, most problems can be resolved telephonically. If a problem cannot be resolved telephonically a call out fee will be charged. Call outs are not included in the monthly fee.
- 4.4.12 The Consumer indemnifies the Service Provider against any damage, loss, claims or cost that may result from work being done in connection with the service being rendered and or the removal of the service.
- 4.4.13 Although everything possible is done to ensure uninterrupted service, due to maintenance and unforeseen events, the service may be disrupted. On average disruptions will be cleared within 3 – 6 hours, worst case 36 hours.
- 4.4.14 The Consumer will not knowingly create, store or disseminate any illegal content or intentionally conduct itself in an illegal manner in its usages of the Service Provider's products / services.
- 4.4.15 The Consumer undertakes not to use the service to create, display, publish or copy any material that infringes copyright and that no intellectual property rights of third parties will knowingly be infringed.
- 4.4.16 The Consumer undertakes not to send nor promote the sending of SPAM.
- 4.4.17 The Service Provider reserves the right to take down any illegal content hosted, in conflict with the above, or where we have been served with a take-down notice. We reserve the right to suspend or terminate the services of any Consumer that does not comply with these or any related contractual obligations.

#### 4.5. Privacy and Confidentiality

- 4.5.1. The Service Provider will respect the constitutional right of Internet users to personal privacy and privacy of communications, including electronic mail and messaging.
- 4.5.2. The Service Provider will not deal in or with personal information of Consumers other than for their own needs or with the prior written consent of the Consumer.
- 4.5.3. The Service Provider will only disclose confidential information if obliged to do so in terms of law or with the prior written consent of the Consumer.
- 4.5.4. The personal identifiable information collected of Consumers is only used for the purpose permitted or required and, subject to the exceptions below, may only report or release such information to the Consumer who provided it.  
Consumer information may only be released to a third party where
  - the Service Provider has written permission from the Consumer to do so;
  - the Service Provider is directed to do so by an order or court;
  - the Service Provider is briefing an accredited debt collection agency during the debt collection process;
  - the Service Provider is briefing its auditors for the purpose of auditing the Service Provider's financial affairs; or
  - such release is required or permitted by an applicable law.

## 5. Charging, Billing, Collection and Credit Practices

### 5.1 Charging, Billing and Collection:

- 5.1.1. Monthly invoices, for the following month, are send to Consumers 5 working days in advance, and, must be settled before or on the 7<sup>th</sup> of the following month.
- 5.1.2. Invoices for once off payment are to be settled on presentation unless an official order is provided

allowing for payment terms.

- 5.1.3. Monthly statements are sent to Consumers on the 20th of each month.
- 5.1.4. Accepted methods of payment include: Electronic Funds Transfer, Debit Order, Cash, Cheques and Debit / Credit Card (Master and Visa Only).
- 5.1.5. Debit orders are taken on the 1<sup>st</sup>, 7<sup>th</sup>, 15<sup>th</sup> and 25<sup>th</sup> of the month. Should any of these dates fall over a weekend or a public holiday, the debit order will be taken on the first working day thereafter.
- 5.1.6. Should a Consumer fail to settle an account for a monthly subscription fee, the Consumer will be sent a reminder email two (2) days before settlement is required, after which a reminder SMS will follow a day thereafter. Between the 8<sup>th</sup> and 10<sup>th</sup> of the month, should the account still not be settled, the connection will be suspended. An informational web page is then displayed on these particular Consumers' computer also reminding the Consumer that payment is outstanding. Contact details are included on this page.
- 5.1.7. A reconnection fee of R 100 (VAT exclusive) is applicable were a connection has been suspended due to non-payment.

## 5.2. Credit Practices:

- 5.2.1. Credit is made provision for by allowing credit card payments.
- 5.2.2. Should a Consumer be unable to settle an account, the Consumer can request, in writing, from management to have the account settled over a period of three (3) months.

## 5.3. Defective Products:

- 5.3.1. The Consumer purchases all equipment, the Service Provider cannot be held responsible for any damage to equipment, malfunction or resulting losses. All products carry a warranty as specified per product, but damage due to negligence, maliciousness and natural disasters are excluded.
- 5.3.2. Should equipment become defective during the warranty period, the equipment will be swapped out with new equipment at no cost to the Consumer. If this is not possible similar equipment offering the same functionality will be installed until such time that the equipment can be repaired and/or replaced.
- 5.3.3. It is the responsibility of the Consumer to properly insure the equipment.

## 5.4. Billing Disputes:

- 5.4.1. Should an account be in dispute the following applies:-
  - the service of the Consumer will not be disconnected while the investigation of an account is still pending;
  - the service of the Consumer will not be disconnected until the Service Provider has notified the complainant about the results of their investigation and the final decision on the complaint;
  - a determination regarding the billing complaint must be reached and communicated to the complainant within 14 working days;
  - no adverse collection procedures or late charges and/or penalties will be charged while the investigation of a disputed account is still pending;
  - the Consumer will not be required to pay the disputed account in full pending the investigation of the complaint;
  - the Service Provider must ensure that the Consumer is informed well in advance about the terms for payment and the possibility of disconnection in the case of non-payment within a certain period before disconnection.

## **6. Promotional Marketing, Advertising and Sales Practises**

### 6.1 Promotional Marketing, Advertising and Sales Practises

- 6.1.1. The Service Provider ensures that promotional material is not misleading and complies with the Advertising Standards Authority code of conduct.
- 6.1.2. Printed media (newspapers and pamphlets) and electronic media (email and web site) are utilised to inform the public of promotions.
- 6.1.3. All offers are set out in clear terms with the dates the offer starts and ends as well as the terms and conditions pertaining to the specific offer.

## **7. Complaints handling, resolution and escalation procedures for Consumers.**

### 7.1. The complaints handling procedure provides a mechanism for resolving complaints to ensure that:

- 7.1.1. Consumers have access to a fair, equitable and inexpensive process for dealing with complaints.
- 7.1.2. Every effort is made to resolve complaints and appeals in a timely and effective manner.
- 7.1.3. All parties will be given the opportunity to present their case, be fully informed about allegations and decisions made and have the right to representation.
- 7.1.4. There is an avenue for Consumers to appeal against decisions.
- 7.1.5. Where a complaint cannot be resolved internally, the matter will be referred to the appropriate body from which further assistance can be sought.

### 7.2. The Service Provider's Manager is identified as the reference person for all complaints.

### 7.3. Procedure for Official Complaint

The complainant must document:

- 7.3.1. A written, detailed description, of the complaint identifying details of the instance(s) leading to the complaint;
- 7.3.2. A summary of evidence in support of the complaint;
- 7.3.2. This documentation must be signed and sent to the Service Provider's Manager via email, fax, or mail.
- 7.3.3. Where appropriate, the complainant may suggest what a satisfactory result or resolution process might be.

### 7.4. Receipt of Complaints

On receipt of the complaint:

- 7.4.1. The Service Provider will acknowledge receiving the formal complaint via return email/fax/mail within 3 working days of receipt.
- 7.4.2. Complaints received will be promptly assessed in order to determine the most appropriate manner to resolve them and the Service Provider will correspond with all complainants informing them of the status of their complaint.
- 7.4.3. If the information provided in the letter of complaint is insufficient then more information will be sought from the complainant.
- 7.4.4. The Service Provider will assess the complaint and will seek advice from the regulatory advisor and operations manager as appropriate, on possible solutions. In deciding how to handle the complaint further, the Service Provider will consider:
  - the nature of the complaint(s) received;

- all relevant communications and evidence submitted;
- all relevant provisions of the Code of Conduct;
- any other relevant supporting materials or other representations.

7.4.5. A complaint is owned by a complainant who has the right to withdraw the complaint at any stage prior to the assignment thereof to an independent adjudicator and to choose to alter the process of the resolution (i.e. informal or formal).

#### 7.5. Resolution of Complaints

The Service Provider will attempt to resolve the complaint within 14 working days in one of the following ways:

- 7.5.1. Attempt information resolution and/or refer the matter to an independent adjudicator for resolution.
- 7.5.2. An independent adjudicator may request the Service Provider's Manager to obtain further information from one or both of the parties to the complaint where such information is reasonably required to allow the matter to be adjudicated.
- 7.5.3. If the complaint cannot be remedied, ICASA will be contacted, [www.icasa.org.za](http://www.icasa.org.za)
- 7.5.4. A written statement of the outcomes, including reasons for the decision will be given to the complainant.
- 7.5.5. A record of all complaints will be kept.

### 8. Monitoring: Operational/Implementation and Evaluation Arrangements

8.1. The Code of Conduct is implemented and operational. In order to evaluate the implementation the Service Provider:

- 8.1.1. Provides members of staff with a full and abridged copy of the Code of Conduct.
- 8.1.2. Ongoing training is provided to reaffirm the Code of Conduct.
- 8.1.3. The Code of Conduct is applied daily in operations.
- 8.1.4. The Code of Conduct is updated regularly as per published legislation and regulatory requirements.
- 8.1.5. The last revision of the Code of Conduct has been performed on 29/02/2012.

### 9. Languages

9.1. The following languages are utilised:

- 9.1.1. All communication and documentation are available in English.
- 9.1.2. Afrikaans translations are available on request.
- 9.1.3. Sepedi translations are available verbally only.

### 10. Contact Details

10.1. Office Hours

Office hours:	08:00 – 17:00
Telephone:	+27 13 262 4798 (4 lines) / +27 83 817 6296
Facsimile:	+27 13 262 4498
Email:	<a href="mailto:info@mzanzimedia.co.za">info@mzanzimedia.co.za</a>
Web:	<a href="http://www.mzanzimedia.co.za">www.mzanzimedia.co.za</a>

Physical Address: Rusma Building, Shop 6, 1 Hamman Street, Groblersdal, 0470



Postal Address: PostNet Suite # 76, Private Bag X 8689, Groblersdal, 0470

#### 10.2. Helpdesk

Hours: 24 hours, 7 days per week

Telephone: 076 979 0642

Email: [support@ctecg.co.za](mailto:support@ctecg.co.za)