

IMPLY I.T - COMMUNICATIONS - CODE OF CONDUCT

Imply I.T subscribes to this Code of Conduct which prescribes the minimum standard of conduct that Imply I.T endeavours to follow in rendering services to its customers.

Imply I.T has compiled this Code of Conduct in accordance with the guidelines as well as the minimum standards prescribed by the Independent Communications Authority of South Africa (“the Authority”) in Notice 1740 of 2007 published in Government Gazette No 30553 dated 7 December 2007 and in Notice 272 of 2008 published in Government Gazette No 30792 dated 25 February 2008, respectively.

1. KEY COMMITMENTS

Imply I.T will:-

- 1.1. act in a fair, reasonable and responsible manner in all dealings with customers;
- 1.2. ensure that all services and products meet the specifications as contained in Imply I.T’s licenses’ and all the relevant laws and regulations;
- 1.3. not unfairly discriminate against or between subscribers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;
- 1.4. display utmost courtesy and care when dealing with customers;
- 1.5. provide customers with information regarding services and pricing;
- 1.6. where requested provide subscribers with guidance with regard to their customer needs;
- 1.7. keep customers’ personal information confidential; and
- 1.8. advise customers of their right to refer complaints to ICASA.

2. CONSUMER RIGHTS

Customer’s rights in terms of the services that Imply I.T provides include (without limitation) the right to:

- 2.1. be provided with the required service without unfair discrimination;
- 2.2. choose the service provider of their choice;
- 2.3. receive information in their preferred language;
- 2.4. access and question records and information held by the service provider;

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- 2.5. the protection of the customers personal data, including the right to not have personal data sold to third parties without the permission of the consumer;
- 2.6. port a number in terms of applicable regulations;
- 2.7. lodge a complaint; and
- 2.8. redress.

3. PROVISION OF INFORMATION

- 3.1. Imply I.T is required to provide customers with ready access to accurate and understandable information relating to our;
 - 3.1.1. broad range of services/ products on offer
 - 3.1.2. tariff rates applicable to each service offered
 - 3.1.3. terms and conditions
 - 3.1.4. payment policies
 - 3.1.5. billing
 - 3.1.6. complaints handling procedures, and
 - 3.1.7. relevant contact details.
- 3.2. We will provide you with and itemized bill or invoice on request (please email accounts@implyit.co.za in this regard).

4. TARIFFS

- 4.1. The Code of Conduct Regulations prohibit any licensee from providing any service to a customer for a charge, fee or other compensation unless the price and terms and conditions of the provisions of such service have been made known to the public and ICASA.
- 4.2. Imply I.T must:
 - 4.2.1. Make this information available for inspection at its offices during business hours;
 - 4.2.2. Make this information available to anyone who requests it at no charge;

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- 4.2.3. Provide this information on its website; and
- 4.2.4. Provide the pricing details within 30 days of commencing a service.
- 4.3. Imply I.T is prohibited from offering, presenting, marketing or advertising any tariff plan in a manner that may be misleading.

5. MINIMUM STANDARDS FOR THE SERVICES OFFERED BY IMPLY I.T

- 5.1. Imply I.T's service contract is written in plain, simple language and includes clear provisions relating to the following:
 - 5.1.1. Nature of the contract;
 - 5.1.2. Minimum duration of the contract;
 - 5.1.3. Any applicable payment for early determination – i.e. if a contract is terminated prior to any minimum duration;
 - 5.1.4. Notice period for termination; and
 - 5.1.5. Manner of notice of termination.
- 5.2. Imply I.T informs its customers about changes to the terms and conditions of its contracts within a fair and reasonable period
- 5.3. Imply I.T provides customers with a copy of the written terms and conditions immediately or as soon as is reasonably possible after conclusion of a contract.

6. PRIVACY AND CONFIDENTIALITY

- 6.1. Imply I.T respects the constitutional right of Internet users to personal privacy and privacy of communications.
- 6.2. Imply I.T respects the confidentiality of customers' personal information and electronic communications, and does not gather, retain, sell or distribute such information to any other party unless:
 - 6.2.1. it has written permission from the customer to do so;
 - 6.2.2. it is directed to do so by an order or court;

- 6.2.3. it is briefing an accredited debt collection agency during the debt collection process;
- 6.2.4. it is briefing auditors for the purpose of auditing Imply I.T.'s financial affairs; or
- 6.2.5. such release is required or permitted by an applicable law.

7. BILLING COMPLAINTS HANDLING PROCEDURE

- 7.1. You are required to direct a billing complaint to accounts@implyit.co.za . The complaint is required to be accompanied by the following:
 - 7.1.1. a copy of the bill concerned or the particulars thereof, e.g. the account number;
 - 7.1.2. the reason for the dispute;
 - 7.1.3. the amount in dispute; and
 - 7.1.4. supporting information or documentation, if any.
- 7.2. Where a customer lodges a billing complaint, Imply I.T.'s complaint handling process is guided by the following general principles:
 - 7.2.1. Imply I.T will not disconnect the service of the subscriber while the investigation of a disputed portion of a bill is still pending;
 - 7.2.2. Imply I.T will reach a determination regarding the billing complaint and communicate it to the complainant within fourteen (14) working days;
 - 7.2.3. Imply I.T will not disconnect the service until it has notified the complainant about the results of their investigation and the final decision on the complaint;
 - 7.2.4. Imply I.T will not take adverse collection procedures or assess late charges and/or penalties while the investigation of a disputed billing is still pending;
 - 7.2.5. Imply I.T will not require the customers to pay the disputed bill in full pending the investigation of the complaint.
 - 7.2.6. Imply I.T will ensure that the customers 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.

8. COMPLAINTS HANDLING, RESOLUTION AND ESCALATION PROCEDURES FOR CUSTOMERS

- 8.1. All complaints other than billing complaints must be submitted to Imply I.T.
- 8.2. You are required to afford us an opportunity to resolve a complaint before you approach the Authority.
- 8.3. You are required to direct a complaint to support@implyit.co.za . Your complaint should include the following:
 - 8.3.1. your name and surname;
 - 8.3.2. your account number;
 - 8.3.3. the date on which the complaint arose; and
 - 8.3.4. a brief description of what gave rise to the complaint.
- 8.4. Imply I.T will acknowledge receipt of your complaint within 3 (three) working days of receipt thereof.
- 8.5. Imply I.T will formally resolve your complaint in writing within 14 (fourteen) working days of receipt thereof, or within such longer period as we may agree to under circumstances where the resolution of the complaint is for example (but without limitation) in the hands of a supplier or third party service provider.
- 8.6. You may approach the Authority for resolution of the dispute, should you not be satisfied with the outcome of the dispute as determined by Imply I.T.
- 8.7. The dispute will be referred to the Complaints and Compliance Committee of the Authority in terms of section 17 (H) of the ICASA Act in the event that the dispute is not resolved by the Authority itself as contemplated above.

9. ALTERATONS

- 9.1. Imply I.T reserves the right to make alterations to this Code of Conduct from time to time. Such amendments are binding on Imply I.T. The current Code of Conduct will be maintained on Imply I.T's web site.

46 Adelaide Tambo Road (Kensington Road), Durban North, 4051
Telephone: 08611 imply / 031-5711510 ■ Fax: 0866 836683 ■ Voip: 087 353 6576
E-mail: info@implyit.co.za ■ Support Tickets: support@implyit.co.za
Web: www.implyit.co.za



10. CONTACT DETAILS

- 10.1. Physical Address: 46 Tambo Adelaide
Durban North
4051
- 10.2. Postal Address: 46 Tambo Adelaide
Durban North
4051
- 10.3. Email: anthon@ws.co.za
- 10.4. Telephone: 086 114 6159/ 031 571 1501

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