

## SWITCH TELECOM (PTY) LTD - CODE OF CONDUCT & SERVICE CHARTER

### Introduction

1. In order to provide electronic communications services to its subscribers, Switch Telecom (Pty) Ltd (“Switch Telecom”) 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 sets 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 sets out minimum quality of service standards applicable to services provided to subscribers and potential subscribers.
3. Switch Telecom has developed a Code of Conduct and 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 Switch Telecom.
9. “**Switch Telecom Application Form**” means the collection of forms accessible on the Switch Telecom website that a Customer has to complete and sign in order to obtain any of Switch Telecom's services, which includes but is not limited to the customers' details, service(s) and hardware required, and terms and conditions. Note that the Switch Telecom Application Form is not considered final until accepted in writing by Switch Telecom.
10. “**Switch Telecom Client Zone**” means the secure Customer account login area accessed via the Switch Telecom website, which allows Customers to view their Switch Telecom services and download private information such as invoices and statements.

### Key Commitments

11. Switch Telecom makes the following key commitments and will endeavour to:
  - 11.1. Act in a fair, reasonable and responsible manner in all dealings with Customers;
  - 11.2. Ensure that all its services and products meet the specifications as contained in Switch Telecom’s licences and all the relevant laws and regulations;
  - 11.3. Not unfairly discriminate against or between Customers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;
  - 11.4. Display utmost courtesy and care when dealing with Customers;
  - 11.5. Provide Customers with information regarding services and pricing;
  - 11.6. Where requested to do so, to provide Customers with guidance with regard to their service needs; and
  - 11.7. Keep the personal information of Customers confidential unless Switch Telecom is:
    - In possession of written authorisation from the Customer to do so;

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### Key Commitments Continued

- Required to release such information for the purpose of briefing Switch Telecom's auditors, professional advisors or an accredited debt collection agency; and/or
  - Otherwise authorised or required by any law or an order of Court.
12. Customers have the right to refer Complaints to ICASA as more fully set out in the Complaints Procedures.

### Consumer Rights

13. The ICASA Code of Conduct Regulations 2007 stipulate the following (non-exhaustive) list of consumer rights held by Consumers:
- 13.1. A right to be provided with the required service without unfair discrimination;
  - 13.2. A right to choose the service provider of the Consumer's choice;
  - 13.3. A right to receive information in the Consumer's preferred language (Switch Telecom will do its best to meet this request where reasonable);
  - 13.4. A right to access and question records held by Switch Telecom which relate to the consumer's relationship with the service provider;
  - 13.5. 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 express permission;
  - 13.6. A right to port a number in terms of applicable regulations;
  - 13.7. A right to lodge a complaint; and
  - 13.8. A right to redress.

### Availability of Information

14. The following information can be obtained from Switch Telecom by email request to [enquiries@switchtel.co.za](mailto:enquiries@switchtel.co.za) (with no charge payable), and is available for inspection on the Switch Telecom website: [www.switchtel.co.za](http://www.switchtel.co.za):
- 14.1. Switch Telecom's range of services/products on offer;
  - 14.2. Tariff rates applicable to each service offered;
  - 14.3. Terms and conditions applicable to such services/products;
  - 14.4. Payment terms;
  - 14.5. Billing, billing processes and the Billing Disputes Procedure;
  - 14.6. General Complaints Procedure; and
  - 14.7. Relevant contact details.

### Billing

15. Switch Telecom will provide the Customer with access to the Switch Telecom Client Zone for itemised billing, invoices and statements.
16. Billing terms are also set out on Switch Telecom's invoices and in the terms and conditions which form part of the Switch Telecom Application form.

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### **Defective Items**

17. Where a product is defective, Switch Telecom will investigate the issue and will replace it in accordance with the manufacturer's warranty for that product.

### **Application/Credit Vetting**

18. Where applicable, Switch Telecom 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**

19. Switch Telecom will provide the Customer with a copy of the written terms and conditions relating to the Service as part of the sign-up process. The terms and conditions form part of the Switch Telecom Application Form, which will not be processed until the Customer signs the terms and conditions.
20. These documents will contain clear provisions relating to the nature of the contract, the minimum duration of the contract, the manner and notice period for termination, any payments or rules which may be applicable for early termination.
21. Where Switch Telecom affects changes to the terms and conditions of its service, Switch Telecom will inform the Customer of such changes within a fair and reasonable period.
22. Customers will be required to submit a copy of the signatory's ID book for RICA purposes, as part of the sign-up process.

### **Minimum Service Standards**

23. 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):
  - 23.1. 95% network service availability averaged over 6 months;
  - 23.2. 95% service availability averaged over 6 months;
  - 23.3. 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;
  - 23.4. 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;
  - 23.5. 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;
  - 23.6. Average call setup success ratio must be greater than 98% averaged over 6 months;
  - 23.7. Average call setup time must be less than 20 seconds averaged over 6 months;
  - 23.8. Average dropped call ratio must be less than 3% averaged over 6 months;
  - 23.9. Average message transmission success ratio must be greater than 98% of attempted SMS' averaged over 6 months;

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### **Minimum Service Standards Continued**

- 23.10. End-to-end delivery time for SMS' must be less than 60 seconds averaged over 6 months;
- 23.11. Average speech quality on the Mean Opinion Score (MOS) must be greater than 3 averaged over 6 months.
- 24. Switch Telecom will, subject to events and conduct beyond its reasonable control, adhere to the aforementioned quality of service parameters insofar as these apply to Switch Telecom.
- 25. Customers acknowledge that Switch Telecom is directly dependent on network and other services provided by third parties in providing the services and meeting the standards set out above, and that Switch Telecom 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.

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