

SIMIGENIX (PTY) LTD
CODE OF CONDUCT AND COMPLAINTS PROCEDURES

Contents

CODE OF CONDUCT 2

 Introduction 2

 Definitions 2

 Key Commitments 2

 Consumer Rights 3

 Availability of Information 3

 Billing 3

 Application/Credit Vetting 3

 Terms and Conditions of Service 4

 Minimum Service Standards 4

COMPLAINTS PROCEDURES 5

 Definitions 5

General Complaints Procedure 5

Billing Disputes Procedure 6

 General 6

 Customer Acknowledgements 6

 Withholding the Disputed Amount 7

 Initiating Billing Disputes 7

 Response to Billing Dispute Notice 7

 Response Implications 8

 Continued Service Provision 8

Confidentiality 9

Referral of Complaints to ICASA 9

CODE OF CONDUCT

Introduction

1. In order to provide electronic communications services to its subscribers, Simigenix (Pty) Ltd (“Simigenix”) 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 2008, 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 2009, which sets out minimum quality of service standards applicable to services provided to subscribers and potential subscribers.
3. Simigenix 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 insofar as the terms of the Code of Conduct and Service Charter are applicable to the Customer.
4. The ICASA Code of Conduct Regulations 2008 are available [here](#).
5. The ICASA End-user and Subscriber Service Charter Regulations 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 Electronic Communications Services from Simigenix.

Key Commitments

9. Simigenix 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 Simigenix’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 provide Customers with guidance with regard to their service needs; and
 - 9.7. Keep the personal information of Customers confidential unless Simigenix is:
 - In possession of written authorisation from the Customer to do so;
 - Required to release such information for the purpose of briefing Simigenix’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 the Complaints Procedure.

Consumer Rights

11. The ICASA Code of Conduct Regulations 2008 stipulate the following (non-exhaustive) list of consumer rights held by Customers:
- 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 Customer's choice;
 - 11.3. A right to receive information in the Customer's preferred language (Simigenix will do its best to meet this request where reasonable);
 - 11.4. A right to access and question records held by Simigenix which relate to the Customer's relationship with Simigenix;
 - 11.5. A right to the protection of the Customer's personal data, including the right not to have personal data sold to third parties without the Customer's express 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 the Simigenix website <http://www.simigenix.co.za> or by email request to carrier@simigenix.co.za (with no charge payable), and is available for inspection at Simigenix's offices during Business Hours:
- 12.1. Simigenix'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, billing processes and the Billing Disputes Procedure;
 - 12.6. General Complaints Procedure, and
 - 12.7. Relevant contact details.

Billing

13. Simigenix 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 Simigenix's invoices.

Application/Credit Vetting

15. Where applicable, Simigenix 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

16. Simigenix will provide the Customer with a copy of the written terms and conditions upon finalisation of a service agreement or as soon as is reasonably possible thereafter. Where an agreement is entered into telephonically, a copy of the written terms and conditions thereof will be provided to the Customer within seven (7) Business Days.
17. These written terms and conditions will contain clear provisions relating to the nature of the contract, the minimum duration of the contract, the manner and notice period for termination and any payments which may be applicable for early termination.
18. Where Simigenix affects changes to the terms and conditions of its service, Simigenix will inform the Customer of such changes within a fair and reasonable period.

Minimum Service Standards

19. Simigenix will, subject to events and conduct beyond its reasonable control:
 - 19.1. provide a minimum of 95% network service availability measured over six (6) months;
 - 19.2. provide a minimum of 95% service availability measured over six (6) months;
 - 19.3. attain a 90% success rate in meeting requests for installation and activation of service for qualifying service applicants within thirty (30) Business Days of request, while meeting the balance of requests within forty (40) Business Days of request;
 - 19.4. provide full reasons to the Customer where Simigenix is not able to meet a request for service within these time periods within seven (7) Business Days of receipt of request for same;
 - 19.5. attain a 90% success rate within seven (7) Business Days in meeting requests for activation of a service, while meeting the balance of requests within fifteen (15) Business Days of request, provided that the applicant is within Simigenix's specified coverage area;
 - 19.6. provide full reasons to the Customer where Simigenix is not able to meet a request for activation within these time periods within seven (7) Business Days of receipt of request for same;
 - 19.7. maintain an average of 90% fault clearance rate for all faults reported within three (3) Business Days, with the balance to be cleared within six (6) Business Days of the reporting of the fault;
 - 19.8. respond within three (3) minutes (averaged over twelve months) to any call directed to the Simigenix call centre;
 - 19.9. monitor its network 24 hours a day, 7 days a week, 364/5 days a year.
20. Customers acknowledge that Simigenix 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 Simigenix 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.

COMPLAINTS PROCEDURES

Definitions

1. **“Billing Dispute”** means an instance where a Customer states in good faith that their bill contains incorrect charges, payments or adjustments. Billing Disputes are a specific form of Complaint dealt with only in terms of the Billing Disputes Procedure set out herein.
2. **“Billing Dispute Notice”** means a formal, written notice submitted to Simigenix by the Customer in terms of this Procedure.
3. **“Billing Disputes Procedure”** mean the Billing Disputes Procedure set out herein for the initiation and resolution of Billing Disputes.
4. **“Billing Enquiry”** means the situation where the Customer seeks information or clarification relating to an invoice issued by Simigenix. including without limitation seeking clarification of charges or sources of usage. For the avoidance of doubt, a Billing Enquiry is not a Billing Dispute.
5. **“Business Day”** means any day other than a Saturday or Sunday or a public holiday observed as such in the Republic of South Africa.
6. **“Complaint”** means a formal, written expression of dissatisfaction or grievance made by a Customer in terms of the General Complaints Procedure, but does not include a request for information or a Billing Dispute. Complaints are dealt with only in terms of the General Complaints Procedure set out herein.
7. **“Customer”** means a subscriber or potential subscriber receiving Electronic Communications Services from Simigenix.

General Complaints Procedure

8. This Procedure applies to all Complaints other than Billing Disputes, which are dealt with in terms of the Billing Dispute Procedure set out below.
9. The Customer is required to direct a formal Complaint to carrier@simigenix.co.za
10. The Complaint is required to be accompanied by the following:
 - 10.1. The Customer’s full particulars and contact details;
 - 10.2. The Customer’s relationship with Simigenix, together with any customer reference numbers or details which may be applicable;
 - 10.3. A statement of the reasons for the Complaint, with enough detail to allow Simigenix to assess these; and
 - 10.4. Any relevant evidence or documentation the Customer wishes to submit in support of the Complaint.
11. Following the ICASA Code of Conduct Regulations, Simigenix will:
 - 11.1. Acknowledge receipt of the Complaint within three (3) Business Days of the Complaint and allocate a reference number; and
 - 11.2. Determine an outcome for the Complaint and communicate this to the Customer in writing within fourteen (14) Business Days of receipt of the Complaint.

Billing Disputes Procedure

General

12. Billing Enquiries should be directed to carrier@simigenix.co.za, and Complaints not related to Billing Disputes are dealt with under the General Complaints Procedure set out above.
13. The Customer expressly acknowledges and agreed that:
 - 13.1. Any charge recorded on an invoice which is not submitted in accordance with this Billing Disputes Procedure is payable in full to Simigenix by the due date of that invoice;
 - 13.2. An amount that is not in dispute (“Undisputed Amount”) cannot be withheld for any reason, including without limitation when that amount is on an invoice together with an amount that is in dispute (“Disputed Amount”);
 - 13.3. The Billing Disputes Procedure is only triggered when Simigenix receives a Billing Dispute, and it is only after this that the Customer may withhold payments of the Disputed Amount only as set out in clause 17; and
 - 13.4. Billing Enquiries, Complaints and requests for information are not considered to be Billing Disputes and do not trigger this Billing Disputes Procedure. Billing Enquiries should be directed to carrier@simigenix.co.za, Complaints are dealt with under the General Complaints Procedure set out above, and requests for information can be sent to carrier@simigenix.co.za.
14. Please note that Simigenix will not entertain any Billing Dispute based on unauthorised use of the services or on unauthorised use of the services by a third party, as it is the Customer’s responsibility to safeguard access to the services received by the Customer and to use such services in the manner set out in the terms and conditions applicable thereto.

Customer Acknowledgements

15. The Customer expressly agrees to allow Simigenix to attempt settlement of any Billing Dispute within fourteen (14) Business Days before raising a dispute with any third party, credit card Simigenix or bank. Simigenix requires and Customer expressly agrees that Simigenix will be the first option in Billing Disputes. Should Simigenix receive a chargeback or other reversed charge from a third party, credit card Simigenix or bank on behalf of the Customer before Simigenix has been given a chance to resolve the Billing Dispute, then Simigenix has the right to collect on the rendered services and any fees associated with those charges.
16. Not all Billing Disputes may be settled to the Customer's satisfaction. Once this Billing Disputes Procedure has been exhausted, a Customer may use any third party, credit card Simigenix or bank in an attempt to settle the dispute. However, Simigenix still retains the right to collect on any rendered services or fees that are due. Should Simigenix be unable to reverse any disputed amounts with a third party, credit card Simigenix or bank, Simigenix will submit the full delinquent amount for collection.

Withholding the Disputed Amount

17. The Customer may only withhold payment of a Disputed Amount where Simigenix receives a valid Billing Dispute Notice relating to such Disputed Amount at least five (5) Business Days prior to the due date recorded on the relevant invoice.

Initiating Billing Disputes

18. A Billing Dispute Notice may be lodged in the manner set out herein until the passing of thirty (30) calendar days from the date of the relevant invoice.
19. The Customer is required to direct a formal Billing Dispute Notice to carrier@simigenix.co.za.
20. The Billing Dispute Notice is required to be accompanied by the following:
 - 20.1. The Customer's full particulars and contact details;
 - 20.2. The Customer's relationship with Simigenix, together with any customer reference numbers or details which may be applicable;
 - 20.3. Invoice number and date;
 - 20.4. The amount in dispute ("the Disputed Amount");
 - 20.5. The amount not in dispute ("the Undisputed Amount");
 - 20.6. A statement of the reasons for the Billing Dispute, with enough detail to allow Simigenix to assess these; and
 - 20.7. Any relevant evidence or documentation the Customer wishes to submit in support of the Billing Dispute.

Response to Billing Dispute Notice

21. In terms of the ICASA Code of Conduct Regulations, Simigenix will acknowledge receipt of the Billing Dispute Notice within three (3) Business Days and allocate a reference number.
22. Simigenix shall provide a formal response with its determination to the Billing Dispute Notice within fourteen (14) Business Days following receipt of the Billing Dispute Notice.
23. Simigenix may request additional information or documentation from the Customer lodging the Billing Dispute Notice, which information or documentation is reasonably required to assist Simigenix in making a determination in the matter. The Customer shall provide such information or documentation as soon as possible, and the running of the fourteen (14) Business Day period will be suspended until such time as the requested information or documentation has been received by Simigenix.
24. Simigenix's will assess the Billing Dispute, and send to the Customer its response (and reasons for such determination), which shall take one of the following forms:
 - 24.1. A confirmation that the Billing Dispute is valid, and a statement indicating such adjustments as may be necessary;
 - 24.2. A rejection of the Billing Dispute Notice on the basis that:
 - The Billing Dispute Notice was not received by Simigenix within thirty (30) calendar days of the date of the relevant invoice, as required in clause 17;

- The Billing Dispute Notice does not contain all of the information required, as set out in clause 20, or was not submitted in the required manner, as set out in clause 19;
- The Customer has not made payment of any Undisputed Amounts, and does not have the right to withhold payment of any Disputed Amounts in accordance with clause 17.
- Simigenix has confirmation from the Customer that the Billing Dispute which is the subject of the Billing Dispute Notice has been resolved;
- The Customer is disputing any charges on the basis of unauthorised use of the services or on unauthorised use of the services by a third party; or
- Simigenix reasonably believes that the Customer does not have a bona fide dispute in relation to Billing Dispute submitted.

24.3. Any alternate resolution that Simigenix deems appropriate.

Response Implications

25. If stipulated is Simigenix's response in terms of clause 24 that the Customer must make payment of the Disputed Amount or a portion thereof, the Customer must pay the Disputed Amount or such indicated portion within five (5) Business Days of the date of the Simigenix's response.
26. If stipulated under Simigenix's response in terms of clause 24 that Simigenix must withdraw the Disputed Amount or refund a fee already paid, Simigenix must as soon as practicable:
- 26.1. Provide the Customer with a statement reflecting the adjustment to their account. It is intended that this adjustment will be contained on the next invoice issued to the Customer, but the parties acknowledge that this may be delayed due to timing issues with the response and Simigenix's standard billing terms; or
- 26.2. Credit any Disputed Amount already paid by the Customer.

Continued Service Provision

27. Simigenix will not disconnect a service provided to the Customer which is the subject of a Billing Dispute Notice, or take adverse collection procedures or impose late payment penalties or charges, while attempting to resolve a Billing Dispute lodged in terms of the Billing Disputes Procedure and until such time as Simigenix has reached a determination and communicated this to the Customer, provided that Undisputed Amounts are paid timeously.
28. Simigenix reserves the right, however, to take such measures mentioned in clause 27 immediately:
- 28.1. Where a determination of the Billing Dispute has been made and communicated to the Customer; or
- 28.2. Where the Customer has indicated that they are unable to pay the invoice or bill, or have filed or are the subject of any application to court for sequestration or liquidation, or otherwise seek to reach a formal arrangement with their creditors.
29. Subject only to the above, the rights and obligations of each party under the Billing Disputes Procedure continue pending resolution of a Billing Dispute invoked under this Billing Disputes Procedure. For the avoidance of doubt, this includes that Simigenix shall continue to have the right to terminate or suspend the service in accordance with Simigenix's rights under the agreement that the Customer has with Simigenix.

Confidentiality

30. Neither party shall use any information obtained from the other party during the course of any process invoked under the Billing Disputes Procedure for any purpose other than the resolution of the particular Billing Dispute.

Referral of Complaints to ICASA

31. If the Customer is not happy about the outcome of a Complaint or a Billing Dispute, the Customer has the right to escalate it to ICASA. If ICASA are not able to resolve the matter it may be referred to the ICASA Complaints and Compliance Committee for adjudication.
32. Please note that in terms of the ICASA Code of Conduct Regulations 2008, the Customer must give Simigenix an opportunity to resolve the matter within the period specified in this Complaints Procedure before the Customer may escalate the Complaint or Billing Dispute to ICASA.
33. ICASA can be contacted in the following ways:
 - 33.1. telephone: 011 566 3000;
 - 33.2. fax: 011 444 1919; and/or
 - 33.3. email: consumer@icasa.org.za