

Code of Conduct

KWN is a Wireless Internet Provider (WISP) that subscribes to a Code of Conduct that outlines our commitment to providing the highest standard of service and support to our customers. This Code reflects our commitment to our customers to safeguard their rights and address their concerns.

1. CORE VALUE's

We promise to:

- 1.1 Act in a fair, reasonable, and responsible manner in all dealings with our customers.
- 1.2 Ensure that all our services and products meet the specifications contained in our licenses and all relevant laws and regulations.
- 1.3 Not unfairly discriminate against or between consumers based on race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation.
- 1.4 Display utmost courtesy and care when dealing with consumers.
- 1.5 Provide consumers with information regarding services and pricing.
- 1.6 Where requested, to provide consumers with guidance with regards to their consumer needs.
- 1.7 Keep consumers personal information confidential; and
- 1.8 Advise consumers of their right to refer complaints to the Independent Communications Authority of South Africa (ICASA) ((currently: consumer@ICASA.org.za)

2. **CONSUMER RIGHTS**

We acknowledge that the consumer has:

- 2.1 The right to be provided with the required service without unfair discrimination.
- 2.2 The right to choose the service provider of their choice.
- 2.3 The right to receive information in their preferred language.
- 2.4 The right to access and question records and information held by the service provider.
- 2.5 The 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.
- 2.6 The right to lodge a complaint; and
- 2.7 The right to redress.

We promise that no consumer information will be released to any third party except where:

- 2.8 KWN has written permission from the consumer to do so.
- 2.9 KWN is directed to do so by an order of court.

- 2.10 KWN is briefing an accredited debt collection agency during the debt collection process.
- 2.11 KWN is briefing its auditors for the purpose of auditing the licensee's financial affairs; or
- 2.12 Such release is required or permitted by an applicable law.

3. BILLING COMPLAINTS

When the customer lodges a complaint, the following general principles will apply:

- 3.1 The consumer's service will not be disconnected while the investigation of the disputed portion of the bill is still pending.
- 3.2 Determination of the billing complaint will be done within 14 days and communicated to the customer.
- 3.3 The customer's service will not be disconnected until the customer has been notified about the results of the investigation and the final decision on the complaint.
- 3.4 No adverse collection proceedings, late charges or penalties will be levelled against the customer while the investigation of a disputed bill is still pending.
- 3.5 The consumer will not be required to pay the disputed bill in full pending the investigation of the complaint.
- 3.6 The consumer will be informed in advance about the time for payment and the possibility of disconnections in the case of non-payment within that period before the consumer's services will be disconnected.

4. COMPLAINTS POLICY AND PROCEDURE

- 4.1 We aim to ensure that:
- 4.1.1 Making a complaint (which we regard as "a clear expression of dissatisfaction that requires a formal response") is as easy as possible.
- 4.1.2 We deal with it promptly, politely and confidentially (when appropriate);
- 4.1.3 We learn from complaints and use them to improve our service.
- 4.1.4 All informal concerns are resolved informally and speedily.
- 4.2 The formal complaints procedure is intended to ensure that all complaints are dealt with fairly, consistently, and whenever reasonably possible to the complainant's satisfaction.
- 4.3 Complainant's responsibility
- 4.3.1 Bring the complaint in writing to KWN's attention within fourteen (7) days from the issue arising.
- 4.3.2 Raise the complaint directly with the owner of KWN or his appointee.
- 4.3.3 Explain the problem in sufficient detail.
- 4.3.4 Allow KWN fourteen (7) days to deal with the matter.
- 4.4 KWN's responsibility:
- 4.4.1 To acknowledge receipt of the complaints in writing.
- 4.4.2 To respond to the complaint within fourteen (7) days.
- 4.4.3 To deal with the complaint.
- 4.4.4 To act where appropriate.
- 4.5 If you are not satisfied with the outcome/response to your complaint, you have the right to refer the complaint to ICASA (see further 1.8 of this Code).

5. <u>DEBT COLLECTION POLICY</u>

- 5.1 KWN reserves the right to deny services to the customers who are in arrears with their accounts.
- 5.2 The disconnection of services may be performed when the account is one (1) day overdue.

- 5.3 KWN will endeavor to contact the customer by SMS, e-mail or telephonically and inform the customer of KWN intention to suspend or disconnect the customer's services. The customer will, however, not have the right to be contacted before suspension or disconnection takes place.
- 5.4 Upon liquidation of the arrear amounts, the customer's services will be reconnected.
- 5.5 The customer is liable for the costs of the suspension or disconnection.
- 5.6 KWN may, when the customer is thirty (30) days in arrears, commence the collection process against the customer which includes letter of demand, final demand, issue of summons and a sale in execution.
- 5.7 All steps in the debt collection process will be recorded.
- 5.8 The costs of the debt collection process is for the customer's account.

6. INSTALLATION POLICY

- 6.1 The required equipment will be installed within 24 to 72 hours from the date that the customer has complied with all the requirements.
- 6.2 Should the customer not be satisfied with the workmanship after installation, an inspection will be done at the customer's premises within seven (7) days from the date of the telephonic conversation.
- 6.3 Should the quality of workmanship not comply with the required standards, the workmanship will be rectified at the time of the inspection.
- 6.4 Thereafter the customer will be contacted telephonically or by e-mail to determine if the customer is satisfied with the rectified workmanship.

7. WARRANTY EXCHANGE POLICY

- 7.1 The standard warranty for all new equipment is twelve (6) months.
- 7.2 The standard warranty is a manufacturing warranty and expressly excludes defects caused by human error / physical intervention, natural causes. Damage due to, lightning, hail, Load shedding / Electrical surges etc