Code of Conduct & Service Charter

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Introduction

1. In order to provide electronic communications network services and electronic communications services, Mesh Telecom (Pty) Ltd ("Mesh Telecom") holds licences issued to it by the Independent Communications Authority of South Africa ("ICASA").

2. ICASA requires that all licence-holders comply with amongst other things the:

   2.1. ICASA Code of Conduct Regulations, 2007; and the

   2.2. ICASA End-User and Subscriber Service Charter Regulations, 2016 (as amended),

   which set out minimum standards of conduct and minimum quality of service standards for the provision of services to both current and prospective consumers.

3. Mesh Telecom has accordingly developed this Code of Conduct & Service Charter for the benefit of consumers.

Interpretation

4. Any reference to 'days' shall mean Monday to Friday excluding public holidays within the Republic of South Africa.

5. Any reference to 'hours' shall mean Mesh Telecom's standard business operating hours of Monday to Friday from 08:00 to 17:00.

6. Where a word, term or phrase is defined as having a specific meaning within the aforementioned regulations that word, term or phrase shall be considered to have the same meaning in this Code of Conduct & Service Charter, with any word, term or phrase defined herein having the specified meaning.

7. This document is specifically drafted to cover the terms of the aforementioned regulations and will not limit any of the consumer's rights or Mesh Telecom's obligations as may be prescribed in other legislation or regulations or in Mesh Telecom's policy documents which may apply to the consumer or this relationship.

Key commitments

8. Mesh Telecom makes the following key commitments and will endeavour to:

   8.1. act in a fair, reasonable and responsible manner in all dealings with consumers;

8.2. ensure that all services and products meet the specifications as contained in its licences and all the relevant laws and regulations;

8.3. not unfairly discriminate against or between consumers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;

8.4. display utmost courtesy and care when dealing with consumers;

8.5. provide consumers with information regarding services and pricing;

8.6. provide consumers with guidance in regard to their needs, upon request;

8.7. keep consumers' personal information confidential;

8.8. advise consumers to refer the complaint to ICASA.

Consumer rights

9. The consumers' rights include but are not limited to the following:

9.1. a right to be provided with the required service without unfair discrimination;

9.2. a right to choose the service provider of their choice;

9.3. a right to receive information in preferred language(s);

9.4. a right to access and question records and information held by the service provider;

9.5. a right to the protection of consumers' personal data, including the right not to have personal data sold to third parties without permission by the consumer;

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

9.7. a right to lodge a complaint; and

9.8. a right to redress.

Consumer confidentiality

10. Mesh Telecom will protect the confidentiality of the consumer information and will:

10.1. Use the information only for the purposes permitted or required,

10.2. report or release that information only to the consumer or prospective consumer,

10.3. only release that information to another person:

- when directed by the written instruction of the consumer,
- when directed by an order of a court,
- during the process of collection of debts by accredited debt collection agencies.
- by Mesh Telecom's auditors for the purpose of auditing its accounts, or
- in terms of any applicable law.

General terms

11. Mesh Telecom will communicate billing processes and payment procedures and any changes thereto to consumers in standard terms and conditions, service schedules and/or invoices.

12. Where applicable, Mesh Telecom reserves the right to subject any application for services, including variations to existing services, to credit referencing and analysis by registered credit bureaux, and the consumer explicitly consents to the use of all information supplied by the consumer for this purpose and for the purpose of compliance with the National Credit Act 34 of 2005 (as amended).

13. Where any equipment supplied by Mesh Telecom is defective, Mesh Telecom will investigate the issue and will repair or replace it in accordance with the manufacturer's warranty for that product. Mesh Telecom will put alternative measures in place for the consumer for the duration of the repair/replacement of the defective equipment.

Procedures: complaints & billing complaints

14. For the purposes of this section,

    14.1. "complaint" refers to the formal, written expression of dissatisfaction/grievance in respect of a licensed service only, where filed by the consumer with Mesh Telecom by following the procedure set out herein or filed with ICASA following their processes;

    14.2. "complainant" refers the person lodging the complaint;

    14.3. "billing complaint" refers to a complaint lodged which specifically relate to invoice(s) containing incorrect charges, payments or adjustments, but shall not include a billing enquiry (where the consumer seeks information/clarification relating to invoice(s) including without limitation seeking clarification of charges or sources of usage).

15. Complaints may be lodged by sending an email to complaints@meshtelecom.co.za which complaint must contain the following information at a minimum:

    15.1. The consumer's full particulars, including contact details;

    15.2. The consumer's relationship with Mesh Telecom, together with any customer reference or account numbers or details or support/ticket references;

    15.3. A statement of the reasons for the complaint, which should include sufficient detail to allow Mesh Telecom to assess the complaint within the timelines set out herein; and

    15.4. Any relevant evidence or documentation the consumer wishes to submit in support of the complaint.

16. The following processes will apply to complaints validly received in terms of the aforementioned lodgement process:

    16.1. Mesh Telecom will acknowledge receipt of the complaint within 48 hours and will allocate a reference number to the complaint and communicate same to the complainant by return email.

    16.2. Mesh Telecom will assess the complaint and will communicate the resolution to the complainant within 14 days of receipt of the complaint.

    16.3. When communicating the resolution in the case of a billing complaint, Mesh Telecom will ensure that the consumer is informed about timelines for payments (if any) and the possibility/timelines of disconnection in the case of non-payment (where relevant).

17. Where the complaint lodged is a billing complaint, then the following will apply only in respect of the disputed portion(s) of the invoice(s) (i.e. the subject of the complaint) while the billing complaint is being investigated and until it is closed:

17.1. Mesh Telecom will not suspend or disconnect services nor take adverse collection procedures or assess late charges and/or penalties on the disputed portion(s);

17.2. Mesh Telecom is entitled to demand payment of the remainder of the fees due (other than the disputed portion), and the consumer agrees to continue to make payments as due for the remainder of the Mesh Telecom's fees.

18. The complainant must first lodge a complaint or billing complaint with Mesh Telecom and wait for resolution in terms of this document. The complainant shall not escalate a complaint or billing complaint to another forum before first exhausting the procedures set out herein.

19. The complainant may escalate a complaint with ICASA only in the following instances:

19.1. when the complainant disputes the outcome of the resolution of the complaint; or

19.2. when Mesh Telecom has failed to respond or has not adequately responded to the complaint within the prescribed period(s).

20. Such complaint may be lodged with ICASA following its consumer complaints procedures, which can be viewed at http://www.icasa.org.za.

21. Any complaint referred to Mesh Telecom by ICASA will be processed in terms of the ICASA-prescribed timelines and processes.

Minimum service standards

22. The End-user and Subscriber Service Charter Regulations, 2016 (as amended) set out the following quality of service parameters for Fixed Services, Fixed Wireless and Mobile Services (as defined therein):

22.1. 95% electronic communications network service availability averaged over 6 months;

22.2. 95% electronic communications service availability averaged over 6 months;

22.3. 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;

22.4. 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;

22.5. 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;

22.6. Average Call Setup Success Ratio equal to or greater than 98%;

22.7. Average Call Setup Time equal to or less than 9 seconds;

22.8. Average Dropped Call Ratio equal to or less than 3%;

22.9. Average Speech Quality Mean Opinion Score (MOS) equal to or greater than 3;

22.10. Average SMS End-to-End Delivery Success Rate equal to or greater than 98%;

22.11. Average SMS End-to-End Delivery Time equal to or less than 10s;

22.12. Application Throughput to have average value of download equal to or greater than 5Mbit/s;

22.13. File Transfer Protocol (FTP) Average Download Throughput to have average value of download equal to or greater than 5Mbit/s;

22.14. File Transfer Protocol (FTP) Average Upload Throughput to have average value of upload equal to or greater than 1.5 Mbit/s;

22.15. Hypertext Transfer Protocol (HTTP) Average Download Throughput to have average value of download equal or greater than 5 Mbit/s;

22.16. Hypertext Transfer Protocol Average Upload Throughput to have average value of upload equal to or greater than 1.5 Mbit/s;

22.17. Round Trip Time RTT (Latency) to have average value equal to or less than 100ms;

22.18. Average Speech Quality Mean Opinion Score (MOS) equal to or greater than 3.5;

22.19. Minimum Signal Strength equal to or greater than -105 dBm;

22.20. Web Page Access Success Rate equal to or greater than 95%;

22.21. Web Page Completion Success Rate equal to or greater than 95%;

22.22. Web Page Download time equal to or less than 5 sec;

22.23. Video Streaming Completion Success Rate Set-up equal to or greater than 95%;

22.24. Video Streaming Reproduction Cut-off Ratio equal to or greater than 95%.

23. Mesh Telecom will, subject to events and conduct beyond its reasonable control, adhere to the aforementioned quality of service parameters insofar as these apply to Mesh Telecom.

24. Consumers acknowledge that the services provided by Mesh Telecom may be wholly or partially dependent upon network and other services provided by third party suppliers and that Mesh Telecom cannot be held liable in any manner whatsoever for any failure to meet the specified standards where such failure arises from the acts and/or omissions of such third parties.

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