



iBurst

CUSTOMER CODE OF CONDUCT

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1. FOREWORD

This Code of Conduct reflects the iBurst commitment to ensuring that all our Customers receive the best possible service at all times and that responses to your queries are dealt with quickly and fairly. It explains the communication services offered by iBurst and tells you how and where to get help and advice. The Code also gives guidance in cases of complaints or disputes. Further details on iBurst can be found on our website at www.iburst.co.za.

“Us”, “Our” , “We” means iBurst (Proprietary) Limited registration number: 2004/029951/07.

“You”, “Your” means the Customer or potential Customer.

“ICASA” means the Independent Communications Authority of South Africa

2. iBurst’s COMMITMENT

- iBurst is committed to:

provide efficient and effective service to all our Customers;

comply with the terms of its license and other related legislation;

employ adequately qualified and trained staff to provide for the needs of Customers and other potential customers;

provide Customers and potential customers with proper information on services, equipment, and value added services;

provide efficient Customer care services;

make freely available to the public the standard prices and terms and conditions upon which the iBurst service is available;

afford Customers the opportunity to resolve complaints in relation to the services provided in an expeditious manner;

ensure that all Customer information obtained is used only to further the services offered by iBurst and is not disclosed to third parties without the consent of the Customer; and

deal fairly with all persons and not to show any undue preference or discriminate against any class or category of persons in the provision of services.

3. iBurst's SERVICES

iBurst is an Internet Service Provider that provides a range of Broadband services "Services" and products direct to its Customers or potential Customers and through its various distribution channels (Resellers) including Service Providers (SPs) and their Agents. Services are available on either a 24 Month Contract or a Month to Month contract option. iBurst provides the Services in a fair, reasonable and professional manner and in good faith and the delivery of the Service takes place within 48 hours. The Price list of the Services is available on request from iBurst and the iBurst website, www.iburst.co.za.

- In order to make use of the Services you will be required to enter into a contract with us, we will then connect you to the network, bill you and provide you with technical support and other customer services.
- You can also gain access to iBurst's offerings through its distribution channel. Information on the various services and a list of SPs and their contact details is available on the iBurst website www.iburst.co.za.

4. SERVICE STANDARDS

iBurst is committed to providing service of the highest quality in compliance with applicable international and domestic requirements. iBurst measures network quality according to the parameters set out in its license and periodically reports to the industry regulator, i.e. ICASA.

5. COVERAGE

The areas where iBurst's coverage is available, is available on the iBurst website: www.iburst.co.za.

6. RESPONSIBILITY

As an iBurst Customer you are responsible for the payment of the subscription amount and ensure that payments thereof are made on time. Should the payments not be made on time, iBurst may report you to ITC.

7. EXPECTATIONS

The Customer may expect the following from us:

- The choice of package that suits the Customer.

- Proper instructions in the operation and installation of our Services.
- Efficient after sales service.
- The Resolution of complaints in accordance with procedures established by iBurst in terms of the ICASA licence.

8. CONFIDENTIALITY

iBurst and its authorised distribution channel (SP's and Resellers) commit to hold in strict confidence all Customer personal information and not to disclose any such information to third parties unless required by law or in terms of its license. All reasonable steps are taken to ensure that Customer information is kept confidential, and is not disclosed to third parties without prior Customer approval or used for any other purpose than furthering the service provided to you by iBurst.

9. STANDARD TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

Our contract Customers are bound by the terms and conditions contained in the contract concluded between the customer and iBurst and the term and Conditions of respective SP. It is important that you read your contract before signing it, so that you understand the terms and conditions on which the service is being provided to you. Our Terms and Conditions can be viewed on www.iburst.co.za.

10. MARKETING PRACTICES

iBurst may from time to time send you, our Customer information on new and updated products. If you do not want to receive this information please contact us and ask to have your details removed from receiving updates.

11. DISCRIMINATION

- iBurst is committed to treat all Customers fairly and equally.
- iBurst will not show any undue preference to, or exercise undue discrimination against any person or class or category of persons in respect of the provision of any iBurst service.

12. DISPUTES AND COMPLAINTS

Contact Centre

iBurst's Contact Centre is available 24 hours a day, 7 days a week including public holidays on 0861 428 778. Our Contact Centre will assist you with most of your queries or refer you to a person or alternative business area that could assist you further.

13. CHARGES AND BILLING (Gary to comment)

- **Tariffs**

iBurst tariffs are lodged and approved by Independent Communications Authority of South Africa (ICASA). All iBurst tariffs and fees relating to telecommunications services are always lodged and approved by ICASA prior to enforcement. Lodged tariffs are maximums which may not be exceeded. iBurst publishes a brochure containing iBurst's prevailing tariffs which are always within the lodged maximums. The tariffs are published in the brochures provided from time to time. These brochures are subject to amendment and are available upon request at all iBurst offices and distribution channels, via iBurst Customer Services as well as on iBurst's website: www.iburst.co.za.

- **Charges**

iBurst is entitled to charge you an initial activation fee, a monthly subscription charge, a charge per call, a charge for terminal equipment, a fee for Value Added Services, a charge for call outs and technical services as well as for any additional service.

- **Billing**

iBurst will always advise you specifically on charges for your use of the network.

- **iBurst fees and tariffs**

iBurst related tariffs and fees are regulated by ICASA and may be amended from time to time.

- **Billing of 24 Month and Month 2 Month Contract Customers**

Customers will be billed monthly for:

- Monthly Subscription
- Additional bandwidth purchased on account
- Any Value-Added Service subscribed to

- **Paying your bill**

Your bill must be paid on time to your Service Provider by the date specified on your contract. iBurst recommends and enforces direct debiting as a convenient way to pay monthly charges.

- **Unable to pay**

Non-payment of bills can result in disconnection of your services and may result in legal proceedings against you. If you are unable to pay your monthly charges, please contact your Service Provider immediately.

Alternate payment arrangements can be entered into at the discretion of your Service Provider. Full payment of all amounts owing remains your contractual responsibility.

- **Reconnection of Service**

in the event that your services are disconnected because of non-payment, a reasonable fee may be charged by the Service Provider to reconnect you once the arrear amount has been paid and your account has been brought up to date. If you believe you have been wrongfully disconnected or charged for reconnection, please call us to explain the circumstances on 011 676 6009;

reconnection fees are contractual fees levied by the Service Provider in accordance with the Terms and Conditions of the contract. These are not subject to a tariff filed with ICASA.

- **Billing enquiries**

All billing enquiries should be directed to or call 0861 428 778 or accounts @iburstgroup.co.za

14. DISPUTE RESOLUTION PROCEDURES

- We invite our Customers to contact iBurst directly or your Service Provide in respect of any dispute or complaint relating to the service on the iBurst Contact Centre line on 0861 428 778.
- SP's have a contractual relationship with the Customer. If your contract lies with an SP you are required to contact your SP directly in respect of any dispute or complaint relating to the service or alternatively follow the steps detailed in the Escalation Procedures.
- **Time frames for attending to Customer Enquiries and complaints:**

iBurst and its SP's will endeavour to answer all calls promptly and if immediate resolution is not possible, will provide feedback within 48 hours. In these cases, a service request reference number will be issued to you. Though it is not always possible to resolve complaints within 24 hours, we give you assurance that we will communicate with you within 24 hours to give you an update on the status of your complaint. In the instance of complex cases, we will finally resolve such cases within a reasonable period which is mutually agreed upon with you, the customer.

15. ESCALATION PROCEDURES

- Where a complaint remains unresolved for a period deemed to be unreasonable, please follow the following dispute procedures in the following sequence:

Step 1 - Request to speak to the Contact Centre Supervisor:

the Contact Centre Supervisor will attend to your call. Where the complaint is complex, the Contact Centre Supervisor may need some time to investigate into the nature of the problem; therefore you may be required to explain the nature of the problem providing as much detail as possible. The time required by the Contact Centre Supervisor to conduct the investigations will be communicated to and discussed with you.

- If you are not satisfied with the outcome, please use the next step:

Step 2 – Request to speak to the Contact Centre Manager:

Should you still be dissatisfied with the outcome, the Contact Centre Manager must refer you to the Customer Relations Manager to resolve your complaint.

- If, after exhausting all the available measures, the Customer Relations Manager does not resolve the complaint to your satisfaction, he/she will request you to put your complaint in writing. The written complaint should be referred to the Head of Customer Services who will make the final determination on the complaint. Such written complaints can be sent via post, facsimile or electronic mail to the address or number detailed below:

iBurst (Pty) Limited
PO Box 651921
Benmore
2010
Fax: 086 503 9111
Email: info@iburstgroup.co.za

- Should you not be satisfied with the final determination by the Head of Customer Services, you may refer the matter to ICASA's Consumer Protection department and advise them of the steps you (and iBurst) have taken to resolve the problem. ICASA Consumer Protection department can be contacted on (011) 321 8277 or by facsimile on (011) 448 1870 and email at: consumer@icasa.org.za.

16. AVAILABILITY OF THE CODE

This code is available on iBurst's website www.iburst.co.za and may be amended from time to time.

17. ISPA MEMBERSHIP

As an Internet Service Provider iBurst is a member of the Internet Services Provider's Association (ISPA) and abides by ISPA's code of conduct which can be found on www.ispa.org.za.

18. CONTACT DETAILS

iBurst HEAD OFFICE

Tel. 0861 428 778
3012A, William Nicol Drive,
Bryanston,
2021
Johannesburg
South Africa

P.O BOX 651921
BENMORE
2010

iBurst CONTACT CENTRE

TEL: 087 727 6000
Fax: 086 503 9111
Email: info@iburstgroup.co.za

iBurst SALES

TEL: 0877 20 20 20
FAX: 086 503 9999
EMAIL: sales@iburstgroup.co.za

iBurst ACCOUNTS

TEL: 0877 22 99 99
FAX: 086 503 2929
EMAIL: accounts@iburstgroup.co.za

SERVICE PROVIDERS / RESELLERS / AGENTS

Get this information from www.iburst.co.za