

CODE OF CONDUCT AND SERVICE CHARTER

Nashua Communications (Pty) Ltd (“Nashua”) subscribes to this Code of Conduct which prescribes the minimum standard of conduct that Nashua endeavours to follow in rendering services to its subscribers.

Nashua has compiled this Code of Conduct in accordance with the guidelines as well as the minimum standards for subscriber charters prescribed by the Independent Communications Authority of South Africa (“the Authority”) in Notice 1740 of 2007 published in Government Gazette No 30553 dated 7 December 2007 and in Notice 272 of 2008 published in Government Gazette No 30792 dated 25 February 2008, respectively.

01. Key Comments

Nashua will:

- 1.1 act in a fair, reasonable and responsible manner in all dealings with subscribers;
- 1.2 ensure that all services and products meet the specifications as contained in Nashua’s licences and all the relevant laws and regulations;
- 1.3 not unfairly discriminate against or between subscribers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;
- 1.4 display utmost courtesy and care when dealing with subscribers;
- 1.5 provide subscribers with information regarding services and pricing;
- 1.6 where requested provide subscribers with guidance with regard to their customer needs;
- 1.7 keep subscribers’ personal information confidential; and
- 1.8 advise consumers of their right to refer complaints to ICASA.

02. Consumer Rights

Subscriber rights in terms of the services that Nashua provides include (without limitation) the right to:

- 2.1 be provided with the required service without unfair discrimination;
- 2.2 choose the service provider of their choice;
- 2.3 receive information in their preferred language;
- 2.4 access and question records and information held by the service provider;
- 2.5 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 port a number in terms of applicable regulations;
- 2.7 lodge a complaint; and
- 2.8 redress.

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03. Provision of Information

- 3.1 Nashua is required to provide subscribers with ready access to accurate and easy-to-understand information relating to our:
- 3.1.1 broad range of services / products on offer
 - 3.1.2 tariff rates applicable to each service offered
 - 3.1.3 terms and conditions
 - 3.1.4 payment policies
 - 3.1.5 billing
 - 3.1.6 complaints handling procedures, and
 - 3.1.7 relevant contact details.
- 3.2 This information is available on our homepage at <http://www.nashuacommunications.co.za/> and on the service application forms required to be completed to apply for a service.
- 3.3 Nashua's billing and complaints handling procedures are contained in this Code.
- 3.4 We will provide you with an itemised bill or invoice on request (please email Support@nashua-communications.com in this regard).
- 3.5 Your application for a service or product may be subject to a credit referencing or risk assessment process. This means that Nashua may request and receive your Confidential Information, Consumer Credit Information and Prescribed Information (as defined in the National Credit Act, 2005) ("Assessment Information") from registered credit bureaus in order to perform a financial means test, in order to determine whether you will be in a position to meet your obligations under the intended agreement.
- 3.6 Nashua is entitled to perform a financial means test each time when you apply for a service/ product and package.

04. Tariffs

- 4.1 The Code of Conduct Regulations prohibit any licensee from providing any service to a consumer for a charge, fee or other compensation unless the price and terms and conditions of the provision of such service have been made known to the public and ICASA.
- 4.2 Nashua must:
- 4.2.1 Make this information available for inspection at its offices during business hours;
 - 4.2.2 Make this information available to anyone who requests it at no charge;
 - 4.2.3 Provide this information on its website; and
 - 4.2.4 Provide the pricing details within 30 days of commencing a service.
- 4.3 Nashua is prohibited from offering, presenting, marketing or advertising any tariff plan in a manner that may be misleading.

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05. Minimum Standards for the Services Offered by Nashua

- 5.1 Nashua's service contract is written in plain, simple language and includes clear provisions relating to the following:
 - 5.1.1 Nature of the contract;
 - 5.1.2 Minimum duration of the contract;
 - 5.1.3 Any applicable payment for early termination - i.e. if a contract is terminated prior to any minimum duration;
 - 5.1.4 Notice period for termination; and
 - 5.1.5 Manner of notice of termination.
- 5.2 Nashua informs its subscribers about changes to the terms and conditions of its contracts within a fair and reasonable period
- 5.3 Nashua provides subscribers with a copy of the written terms and conditions immediately or as soon as is reasonably possible after conclusion of a contract.

06. Privacy and Confidentiality

- 6.1 Nashua respects the constitutional right of Internet users to personal privacy and privacy of communications.
- 6.2 Nashua respects the confidentiality of customers' personal information and electronic communications, and does not gather, retain, sell or distribute such information to any other party unless:
 - 6.2.1 it has written permission from the consumer to do so;
 - 6.2.2 it is directed to do so by an order or court;
 - 6.2.3 it is briefing an accredited debt collection agency during the debt collection process;
 - 6.2.4 it is briefing its auditors for the purpose of auditing Nashua's financial affairs; or
 - 6.2.5 such release is required or permitted by an applicable law.

07 Consumer Protection and Provision of Information to Customers

- 7.1 Nashua provides the following information on its web site: its registered name, email address, telephone and fax numbers and physical address.
- 7.2 Nashua has an Acceptable Use Policy (AUP) in place for its Internet access services. This policy is made available to customers prior to the commencement of any such service agreement and at any time thereafter, on request.
- 7.3 In its dealings with consumers and other businesses and Nashua must act fairly, reasonably, professionally and in good faith. In particular, pricing information for services must be clearly and accurately conveyed to customers and potential customers.
- 7.4 Nashua does not unfairly discriminate against or between consumers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation.
- 7.5 Nashua only offers service levels which are reasonably within its technical and practical abilities.
- 7.6 Nashua complies with all compulsory advertising standards and regulations.

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08. Billing

Nashua is required to:

- 8.1.1 clearly communicate billing processes to consumers;
- 8.1.2 set out billing and billing complaint procedures in its bills;
- 8.1.3 inform consumers at the outset, if applicable, if credit referencing risk assessment will be applied; and
- 8.1.4 provide a simple explanation to consumers of how the credit referencing system operates. This information must be provided in accordance with the provisions of the National Credit Act No. 34 of 2005 and any other applicable law and/or regulation.

09. Billing Complaints Handling Procedure

- 9.1 You are required to direct a billing complaint to Support@nashuacommunications.com. The complaint is required to be accompanied by the following:
 - 9.1.1 a copy of the bill concerned or the particulars thereof, e.g. the account number;
 - 9.1.2 the reason for the dispute;
 - 9.1.3 the amount in dispute; and
 - 9.1.4 supporting information or documentation, if any.
- 9.2 Where a subscriber lodges a billing complaint, Nashua's complaint handling process is guided by the following general principles:
 - 9.2.1 Nashua will not disconnect the service of the subscriber while the investigation of a disputed portion of a bill is still pending;
 - 9.2.2 Nashua will reach a determination regarding the billing complaint and communicate it to the complainant within fourteen (14) working days;
 - 9.2.3 Nashua will not disconnect the service until it has notified the complainant about the results of their investigation and the final decision on the complaint;
 - 9.2.4 Nashua will not take adverse collection procedures or assess late charges and/or penalties while the investigation of a disputed billing is still pending;
 - 9.2.5 Nashua will not require the subscriber to pay the disputed bill in full pending the investigation of the complaint.
 - 9.2.6 Nashua will ensure that the subscriber is informed well in advance about time for payment and the possibility of disconnection in the case of nonpayment within a certain period before they disconnect him/her.

10. Promotional Marketing, Advertising and Sales Practices

- 10.1 Nashua is committed to ensure that advertising and promotional material is not misleading and complies with the Advertising Standards Authority's (ASA) Code of Conduct and any other relevant codes.

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11. Defective Products

- 11.1 Defective products and services should be reported to Nashua's customer service centre via email on Support@nashua-communications.com.
- 11.2 Nashua's support team will contact subscribers with faulty equipment to arrange for replacement or repair of faulty products or services.
- 11.3 When faulty equipment is repaired, Nashua will provide temporary swap-out equipment to subscribers.

12. Complaints Handling, Resolution and Escalation Procedures for Customers

- 12.1 All complaints other than billing complaints must be submitted to Nashua and will be dealt with by Nashua in accordance with the provisions of this clause 6.
- 12.2 You are required to afford us an opportunity to resolve a complaint before you approach the Authority.
- 12.3 You are required to direct a complaint to Support@nashuacommunications.com. Your complaint should include the following:
 - 12.3.1 your name and surname;
 - 12.3.2 your account number;
 - 12.3.3 the date on which the complaint arose; and
 - 12.3.4 a brief description of what gave rise to the complaint.
- 12.4 Nashua will acknowledge receipt of your complaint within 3 (three) working days of receipt thereof.
- 12.5 Nashua will formally resolve your complaint in writing within 14 (fourteen) working days of receipt thereof, or within such longer period as we may agree to under circumstances where the resolution of the complaint is for example (but without limitation) in the hands of a supplier or third party service provider.
- 12.6 You may approach the Authority for resolution of the dispute, should you not be satisfied with the outcome of the dispute as determined by Nashua.
- 12.7 The dispute will be referred to the Complaints and Compliance Committee of the Authority in terms of section 17 (H) of the ICASA Act in the event that the dispute is not resolved by the Authority itself as contemplated above.

13. Operational/Implementation and Evaluation Arrangements

- 13.1 The Code of Conduct Regulations require that Nashua ensures that its employees are trained with regard to the contents of their code of conduct.

14. Freedom of Expression

- 14.1 Nashua respects the constitutional right to freedom of speech and expression.

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15. Standard Terms and Conditions

- 15.1 Nashua's standard terms and conditions are available on its web site. These terms and conditions are available to any potential customer prior to the commencement of any contract.
- 15.2 Nashua's standard terms and conditions contain:
 - 15.2.1 all information and terms relevant to the relationship with the recipient of the service;
 - 15.2.2 a requirement that the customer will not knowingly create, store or disseminate any illegal content;
 - 15.2.3 a commitment to lawful conduct in the use of the services, including copyright and intellectual property rights; and
 - 15.2.4 an undertaking not to send or promote the sending of spam.
- 15.3 These standard terms and conditions give Nashua the right to remove any content hosted by Nashua which it considers illegal or for which it has received a take-down notice.
- 15.4 These standard terms and conditions give Nashua the right to suspend or terminate the service of any customer that does not comply with the terms and conditions, Acceptable Use Policy or any other contractual obligations.

16. Alterations

- 16.1 Nashua reserves the right to make alterations to this Code of Conduct from time to time. Such amendments are binding on Nashua. The current Code of Conduct will be maintained on Nashua's web site.

17. Contact Details

- 17.1 **Address:**
Unit 10, Growthpoint Business Park
No 2 Tonnetti Street
Midrand
1685
- 17.2 **Postal address:**
Private Bag X223
Halfway House
1685
- 17.3 **Email:** Support@nashua-communications.com
- 17.4 **Telephone:** 010 590 0040