

## CODE OF CONDUCT

### Introduction

1. In order to provide electronic communications services to its subscribers, Computin Wireless (t/a Wi5 Wireless), operates in terms of Computin's IECNS and IECS 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 2016, which sets out minimum quality of service standards applicable to services provided to subscribers and potential subscribers.
3. A Code of Conduct was developed in line with these regulations and will strive to follow this in its interactions with its consumers. This Code of Conduct applies to Computin Wireless t/a Wi5 Wireless and operates in terms of its licences.
4. The ICASA Code of Conduct Regulations 2008 are available [here](#).
5. The ICASA End User and Subscriber Service Charter Regulations are available [here](#).

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### 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. **“Client”** means a subscriber or potential subscriber of Computin Wireless t/a Wi5 Wireless.

### Main Pledges

9. Computin Wireless t/a Wi5 Wireless makes the following pledges and will strive to:
  - 9.1 Treat clients with utmost courtesy and care;
  - 9.2 Not discriminate against or between clients on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;
  - 9.3 Act in a fair, rational and responsible manner in all dealings with clients;
  - 9.4 Provide clients with up-to-date information regarding services and pricing;
  - 9.5 Assist clients with advice regarding their service needs when needed;
  - 9.6 Guarantee that all the products and services meet the conditions as contained in Computin Wireless t/a Wi5 Wireless's licences and all the applicable laws and regulations;
  - 9.7 Keep clients' personal information confidential unless Computin Wireless t/a Wi5 Wireless is:
    - Received written authorisation from the client to do so;
    - Required to release such information for the purpose of briefing Computin Wireless t/a Wi5 Wireless's auditors, professional advisors or an accredited debt collection agency; and/or
    - Requested or authorised by any law or an order of Court;

10. Clients have the right to refer complaints to ICASA as more fully set out in the Procedure for Complaints.

#### Consumer Rights

11. The ICASA Code of Conduct Regulations 2008 stipulate the following (non-exhaustive) list of consumer rights held by Consumers:
  - 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 client's choice;
  - 11.3 A right to receive information in the client's preferred language (Computin Wireless t/a Wi5 Wireless will do its best to meet this request where reasonable);
  - 11.4 A right to access and query records held by Computin Wireless t/a Wi5 Wireless, relating to the client's relationship with Computin Wireless t/a Wi5 Wireless;
  - 11.5 A right to the protection of the client's personal data, including the right not to have personal data sold to third parties without the client's direct consent;
  - 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.

#### Information Availability

12. The following information can be obtained from Computin Wireless t/a Wi5 Wireless by emailing the request to [info@wi5wireless.co.za](mailto:info@wi5wireless.co.za) (free of charge):
  - 12.1 Computin Wireless t/a Wi5 Wireless's range of services and products on offer;
  - 12.2 Tariff rates related to each offered service;
  - 12.3 Terms and conditions applicable to the services or 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. An itemised bill or invoice will be provided to the client on request, or where this is specified as part of the services provided to the client.
14. Billing terms are also set out on Computin Wireless t/a Wi5 Wireless's invoices.

#### Defective Items

15. In case of a defective product, the issue will be looked into by Computin Wireless t/a Wi5 Wireless and will be replaced in accordance with the manufacturer's warranty for the specific product.

### Terms and Conditions of Service

16. Computin Wireless t/a Wi5 Wireless will provide the client with an electronic copy of the written terms and conditions after the installation is done, or as soon as is reasonably possible thereafter. An electronic copy of the written terms and conditions will be provided to the client 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 changes on Computin Wireless t/a Wi5 Wireless's terms and conditions of the service may apply, clients will be informed of such changes within a fair and reasonable period.

### Minimum Service Standards

19. Computin Wireless t/a Wi5 Wireless will, subject to events and conduct beyond its reasonable control:
  - 19.1 Supply clients with a minimum of 95% network service availability measured over six (6) months;
  - 19.2 Supply clients with a minimum of 95% service availability measured over six (6) months;
  - 19.3 Achieve 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 client where Computin Wireless t/a Wi5 Wireless 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 Achieve 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 Computin Wireless t/a Wi5 Wireless's specific coverage area;
  - 19.6 Provide the client with full details where Computin Wireless t/a Wi5 Wireless is not able to meet a request for activation within these time periods within seven (7) Business Days of receipt of request;
  - 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 Monitor the network 24 hours a day, 7 days a week, 365 days a year.
20. Clients acknowledge that Computin Wireless t/a Wi5 Wireless is directly dependent on network and other services provided by third parties in providing a service and meeting the standards set out above, and that Computin Wireless t/a Wi5 Wireless 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.

### Contractual Terms and Conditions

21. The Terms and Conditions are set out as follow:

- 21.1 This application is subject to WI5 WIRELESS's Terms & Conditions available on our website and WI5 WIRELESS reserves the right to do a credit check on the applicants.
- 21.2 All prices are subject to change. Installation cost must be paid on invoice.
- 21.3 The contract will be on a month-to-month basis
- 21.4 WI5 WIRELESS reserves the right to terminate this agreement and any service provision to a customer should there be a breach of these Terms of Use, but undertakes to act reasonably in doing so.
- 21.5 This service may be cancelled by the client by giving WI5 WIRELESS one (1) month's written notice. This contract will remain in place until cancelled by either party.
- 21.6 All equipment, excluding power supplies, carry a one year manufactures guarantee. WI5 WIRELESS recommends a UPS to be used on all computer equipment as well as on the WI5 WIRELESS radio equipment. Any maintenance outside the manufacturers guarantee is for the customer's account.
- 21.7 The client premises equipment (CPE) remains the responsibility of the client and needs to be insured by the client.
- 21.8 WI5 WIRELESS will not be liable for the maintenance of any of the client's hardware and/or software, unless agreed to by both parties and a quoted labour price is accepted thereof.
- 21.9 Wi5 Wireless prohibits the use of peer-to-peer (P2P) software. Failing to comply with this requirement will lead to being permanently removed from network.
- 21.10 Illegal use of any networking software to bypass the standard WI5 WIRELESS configuration and regulation is strictly forbidden and is a criminal offence which will be prosecuted.
- 21.11 WI5 WIRELESS accepts no responsibility for network downtime or loss of any materials downloaded (eBooks, audio, video, pictures and software) using our network. Such materials may be copyrighted and use thereof without the copyright holder's consent is illegal.
- 21.12 Ensure that your antivirus protection software is up to date.
- 21.13 WI5 WIRELESS does not take any responsibility for damages to any property or equipment during the installation or maintenance of equipment on your premises.

- 21.14 WI5 WIRELESS will supply a reliable and secure best effort service to subscribers of the network.
- 21.15 Subscribers are solely responsible for all actions authenticated by credentials associated with their account(s). WI5 WIRELESS accepts no liability for any loss of data or damage suffered by subscribers by the use of subscribers' authentication credentials.
- 21.16 The customer indemnifies WI5 WIRELESS in respect of any damages, loss or costs or claims instituted against WI5 WIRELESS arising from any application or subscription to or use of the service or breach of the terms and conditions applicable to it.
- 21.17 All equipment remains property of WI5 WIRELESS until fully paid for.
- 21.18 Payments are due on or before the 7th of each month. Failure to do so will result in automated disconnection and a reconnection fee will apply.
- 21.19 WI5 WIRELESS is not responsible for the client's internal network. Our responsibility ends at the CPE on the client's roof.
- 21.20 The Subscriber may not cede, sub-let, sell or otherwise transfer any rights they may have under these terms and conditions or which may otherwise have been obtained using the service. No reselling of the service is allowed by the subscriber.
- 21.21 The Subscriber hereby agrees to not use or allow the services to be used for any improper, immoral or unlawful purpose, nor to impair or interrupt the service, and will comply with all the relevant legislation and regulations, and all instructions issued by any governmental authority or by the global network operator(s) and/or wireless service operators, regarding the use of the service.

Range of services and products

22. Computin Wireless t/a Wi5 Wireless offers clients true uncapped, unshaped and unthrottled internet packages. There is a once-off installation fee of R2350 payable by the client. This includes the radio that connect to the relevant tower, a router for the property as well as the physical installation and everything that is needed for the installation.

23. The following line rental options are available:

<b>Line speed</b>	<b>Price per month</b>
3mbps	R 399.00
4mbps	R 499.00
5mbps	R 619.00
6mbps	R 749.00
8mbps	R 999.00
10mbps	R 1199.00

Computin Wireless t/a Wi5 Wireless does not currently offer any VoIP services.

## **COMPLAINTS PROCEDURES**

### Definitions

24. **“Billing Dispute”** means an instance where a client states in good faith that their bill contains incorrect charges, payments or alterations. Billing Disputes are a specific form of Complaint dealt with only in terms of the Billing Disputes Procedure set out herein.
25. **“Billing Dispute Notice”** means a formal, written notice submitted to Computin Wireless t/a Wi5 Wireless by the client in terms of this Procedure.
26. **“Billing Disputes Procedure”** mean the Billing Disputes Procedure set out herein for the initiation and resolution of Billing Disputes.
27. **“Billing Enquiry”** means the situation where the client seeks evidence or clarification relating to an invoice issued by Computin Wireless t/a Wi5 Wireless. including without limitation seeking clarification of charges or sources of usage. For the avoidance of doubt, a Billing Enquiry is not a Billing Dispute.
28. **“Business Day”** means any day other than a Saturday or Sunday or a public holiday observed as such in the Republic of South Africa.
29. **“Complaint”** means a formal, written expression of dissatisfaction or grievance made by a client 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.
30. **“Client”** means a Computin Wireless t/a Wi5 Wireless subscriber or potential subscriber.

### **General Complaints Procedure**

31. This Procedure applies to all Complaints other than Billing Disputes, which are dealt with in terms of the Billing Dispute Procedure set out below.
32. The client is required to direct a formal Complaint to [support@wi5wireless.co.za](mailto:support@wi5wireless.co.za)
33. The Complaint is required to be accompanied by the following:
  - 33.1 The client’s full particulars and contact details;
  - 33.2 The client’s relationship with Computin Wireless t/a Wi5 Wireless, together with any client reference numbers or details which may be applicable;
  - 33.3 A statement of the reasons for the Complaint, with enough detail to allow Computin Wireless t/a Wi5 Wireless to assess these; and
  - 33.4 Any relevant evidence or documentation the client wishes to submit in support of the Complaint.
34. Following the ICASA Code of Conduct Regulations, Computin Wireless t/a Wi5 Wireless will:
  - 34.1 Acknowledge receipt of the Complaint within three (3) Business Days of the Complaint and allocate a reference number; and

34.2 Determine an outcome for the Complaint and communicate this to the client in writing within fourteen (14) Business Days of receipt of the Complaint.

## **Billing Disputes Procedure**

### General

35. Billing Enquiries should be directed to [accounts@wi5wireless.co.za](mailto:accounts@wi5wireless.co.za) and Complaints not related to Billing Disputes are dealt with under the General Complaints Procedure set out above.
36. The client expressly acknowledges and agreed that:
- 36.1 Any charge recorded on an invoice which is not submitted in accordance with this Billing Disputes Procedure is payable in full to Computin Wireless t/a Wi5 Wireless by the due date of that invoice;
- 36.2 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");
- 36.3 The Billing Disputes Procedure is only triggered when Computin Wireless t/a Wi5 Wireless receives a Billing Dispute, and it is only after this that the client may withhold payments of the Disputed Amount only as set out in clause 40; and
- 36.4 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 [accounts@wi5wireless.co.za](mailto:accounts@wi5wireless.co.za). Complaints are dealt with under the General Complaints Procedure set out above, and requests for information can be sent to [support@wi5wireless.co.za](mailto:support@wi5wireless.co.za).
37. Please note that Computin Wireless t/a Wi5 Wireless 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 client's responsibility to safeguard access to the services received by the client and to use such services in the manner set out in the terms and conditions applicable thereto.

### Client Acknowledgements

38. The client expressly agrees to allow Computin Wireless t/a Wi5 Wireless to attempt settlement of any Billing Dispute within fourteen (14) Business Days before raising a dispute with any third party, credit card company or bank. Computin Wireless t/a Wi5 Wireless requires, and client expressly agrees that Computin Wireless t/a Wi5 Wireless will be the first option in Billing Disputes. Should Computin Wireless t/a Wi5 Wireless receive a chargeback or other reversed charge from a third party, credit card company or bank on behalf of the client before Computin Wireless t/a Wi5 Wireless has been given a chance to resolve the Billing Dispute, then Computin Wireless t/a Wi5 Wireless has the right to collect on the rendered services and any fees associated with those charges.

39. Not all Billing Disputes may be settled to the client's satisfaction. Once this Billing Disputes Procedure has been exhausted, a client may use any third party, credit card company or bank in an attempt to settle the dispute. However, Computin Wireless t/a Wi5 Wireless still retains the right to collect on any rendered services or fees that are due. Should Computin Wireless t/a Wi5 Wireless be unable to reverse any disputed amounts with a third party, credit card company or bank, Computin Wireless t/a Wi5 Wireless will submit the full delinquent amount for collection.

#### Withholding the Disputed Amount

40. The client may only withhold payment of a Disputed Amount where Computin Wireless t/a Wi5 Wireless 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

41. 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.
42. The client is required to direct a formal Billing Dispute Notice to [accounts@wi5wireless.co.za](mailto:accounts@wi5wireless.co.za).
43. The Billing Dispute Notice is required to be accompanied by the following:
- 43.1 The client's full particulars and contact details;
  - 43.2 The client's relationship with Computin Wireless t/a Wi5 Wireless, together with any client reference numbers or details which may be applicable;
  - 43.3 Invoice number and date;
  - 43.4 The amount in dispute ("the Disputed Amount");
  - 43.5 The amount not in dispute ("the Undisputed Amount");
  - 43.6 A statement of the reasons for the Billing Dispute, with enough detail to allow Computin Wireless t/a Wi5 Wireless to assess these; and
  - 43.7 Any relevant evidence or documentation the client wishes to submit in support of the Billing Dispute.

#### Response to Billing Dispute Notice

44. In terms of the ICASA Code of Conduct Regulations, Computin Wireless t/a Wi5 Wireless will acknowledge receipt of the Billing Dispute Notice within three (3) Business Days and allocate a reference number.
45. Computin Wireless t/a Wi5 Wireless 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.
46. Computin Wireless t/a Wi5 Wireless may request additional information or documentation from the client lodging the Billing Dispute Notice, which information or documentation is reasonably required to assist Computin Wireless t/a Wi5 Wireless in making a decision in the matter. The



client will 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 Computin Wireless t/a Wi5 Wireless.

47. Computin Wireless t/a Wi5 Wireless will assess the Billing Dispute, and send to the client its response (and reasons for such determination), which shall take one of the following forms:
  - 47.1 A confirmation that the Billing Dispute is valid, and a statement indicating such adjustments as may be necessary;
  - 47.2 A rejection of the Billing Dispute Notice on the basis that:
    - 47.3 The Billing Dispute Notice was not received by Computin Wireless t/a Wi5 Wireless within thirty (30) calendar days of the date of the relevant invoice, as required in clause 43;
    - 47.4 The Billing Dispute Notice does not contain all of the information required, as set out in clause 43, or was not submitted in the required manner, as set out in clause 42;
    - 47.5 The client 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 40.
  - 47.6 Computin Wireless t/a Wi5 Wireless has confirmation from the client that the Billing Dispute which is the subject of the Billing Dispute Notice has been resolved;
  - 47.7 The client 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
  - 47.8 Computin Wireless t/a Wi5 Wireless reasonably believes that the client does not have a bona fide dispute in relation to Billing Dispute submitted.
  - 47.9 Any alternate resolution that Computin Wireless t/a Wi5 Wireless deems appropriate.

#### Response Implications

48. If stipulated in Computin Wireless t/a Wi5 Wireless's response in terms of clause 47 that the client must make payment of the Disputed Amount or a portion thereof, the client must pay the Disputed Amount or such indicated portion within five (5) Business Days of the date of Computin Wireless t/a Wi5 Wireless's response.
49. If stipulated under Company's response in terms of clause 47 that Computin Wireless t/a Wi5 Wireless must withdraw the Disputed Amount or refund a fee already paid, Computin Wireless t/a Wi5 Wireless must as soon as practicable:
  - 49.1 Provide the client 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 client, but the parties acknowledge that this may be delayed due to timing issues with the response and Computin Wireless t/a Wi5 Wireless's standard billing terms; or
  - 49.2 Credit any Disputed Amount already paid by the client.

#### Continued Service Provision

50. Computin Wireless t/a Wi5 Wireless will not disconnect a service provided to the client 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 Computin Wireless t/a Wi5 Wireless has reached a determination and communicated this to the client, provided that Undisputed Amounts are paid timeously.
51. Computin Wireless t/a Wi5 Wireless reserves the right, however, to take such measures mentioned in clause 50 immediately:
- 51.1 Where a determination of the Billing Dispute has been made and communicated to the client; or
- 51.2 Where the client 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.
52. 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 Computin Wireless t/a Wi5 Wireless shall continue to have the right to terminate or suspend the service in accordance with Computin Wireless t/a Wi5 Wireless's rights under the agreement that the client has with Computin Wireless t/a Wi5 Wireless

### **Confidentiality**

53. 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**

54. If the client is not happy about the outcome of a Complaint or a Billing Dispute, the client 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.
55. Please note that in terms of the ICASA Code of Conduct Regulations 2008, the client must give Computin Wireless t/a Wi5 Wireless an opportunity to resolve the matter within the period specified in this Complaints Procedure before the client may escalate the Complaint or Billing Dispute to ICASA.
56. ICASA can be contacted in the following ways:
- Telephone: 011 566 3000;
  - Fax: 011 444 1919; and/or
  - Email: [consumer@icasa.org.za](mailto:consumer@icasa.org.za)