

Code Of Conduct And Service Charter

INTRODUCTION

PING INTERNET has developed a Code of Conduct and Service Charter and will strive to follow this in its dealings with Consumers.

COMMITMENTS

PING INTERNET makes the following key commitments and will endeavour to:

- Act in a fair, reasonable and responsible manner in all dealings with Customers;
- Ensure that all its services and products meet the specifications as contained in PING INTERNET's licences and all the relevant laws and regulations;
- Not unfairly discriminate against or between Customers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;
- Display utmost courtesy and care when dealing with Customers;
- Provide Customers with information regarding services and pricing;
- Where requested to do so provide Customers with guidance with regard to their service needs; and
- Keep the information of Customers confidential unless PING INTERNET is:
 - Otherwise authorised or required by law or order of Court;
 - In possession of written authorisation from the Customer to do so; and/or
 - Required to release such information for the purpose of briefing PING INTERNET's auditors or professional advisors or an accredited debt collection agency.

CONSUMER RIGHTS

- A right to be provided with the required service without unfair discrimination;
- A right to choose the service provider of your choice;
- A right to receive information in your preferred language (PING INTERNET will do its best to meet this request where reasonable);
- A right to access and question records held by PING INTERNET and which relate to the Customer's relationship with PING INTERNET;
- A right to the protection of the Customer's personal data, including the right not to have personal data sold to third parties without the Customer's permission;
- A right to port a number in terms of applicable regulations;
- A right to lodge a complaint; and
- A right to redress.

AVAILABILITY OF INFORMATION

- The following information can be obtained from the PING INTERNET by email request to customer@pinginternet.co.za, and is available for inspection by prior arrangement at PING INTERNET's offices during Business Hours:
- PING INTERNET's range of services / products on offer;
- Tariff rates applicable to each service offered;
- Terms and conditions applicable to such services / products;
- Payment terms;
- Billing, billing processes and the Billing Disputes Handling Procedure;
- Complaints Handling Procedure, and
- Relevant contact details.

BILLING

- PING INTERNET will provide Customer with an itemised bill or invoice on request or where this is specified as part of the services provided to the Customer.
- Billing terms are also set out on PING INTERNET's invoices.

VETTING OF APPLICATIONS AND USE OF CREDIT REGISTERED BUREAUX

PING INTERNET reserves the right to subject any application for services and/or products, including variations to existing services and/or products, to credit referencing and analysis by registered credit bureaux, and the Customer consents to the use of all information supplied for this purpose and for the purpose of compliance with the National Credit Act 34 of 2005.

WRITTEN TERMS AND CONDITIONS OF SERVICE

- PING INTERNET will provide the Customer with a copy of the written terms and conditions upon finalisation of a service agreement or as soon as reasonably possible thereafter. Where an agreement is entered into telephonically, a copy of the written terms and conditions will be provided to the Customer within seven (7) Business Days.
- Should PING INTERNET affect changes to the terms and conditions of its service, PING INTERNET will inform the Customer of such changes within a fair and reasonable period.



MINIMUM STANDARDS FOR THE SERVICES OFFERED BY PING INTERNET

PING INTERNET, subject to events and conduct beyond its reasonable control, will:

- provide a minimum of 95% network service availability measured over six (6) months;
- provide a minimum of 95% service availability measured over six (6) months;
- attain a 90% success rate in meeting requests for installation and activation of service for qualifying service applicants within thirty (30) Business Days, while meeting the balance of requests within forty (40) Business Days;
- provide full reasons to the Customer where PING INTERNET is not able to meet a request for service within these time periods within seven (7) Business Days of receipt of request for same;
- attain 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;
- provide full reasons to the Customer where PING INTERNET is not able to meet a request for activation within these time periods within seven (7) Business Days of receipt of request for same;
- 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;
- respond within three (3) minutes (averaged over six months) to any call directed to PING INTERNET;
- monitor its network 24/7/365.
- Customers acknowledge that PING INTERNET is might be dependent on network and other services as provided by third parties in providing the services and meeting the standards set out above, and that PING INTERNET 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.

MISCELLANEOUS

- Any queries relating to this Code of Conduct should be sent to customer@pinginternet.co.za
- This Code of Conduct forms part of the Terms and Conditions applicable to the use of PING INTERNET's services and products and is incorporated therein.