CODE OF CONDUCT

Introduction

1. In order to provide electronic communications services to its subscribers, ASK Internet Technologies (ASK IT) holds 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 2009, which sets out minimum quality of service standards applicable to services provided to subscribers and potential subscribers.
3. ASK IT has developed a Code of Conduct and Service Charter in line with these Regulations and will strive to follow this in its interactions with its Consumers.
4. The ICASA Code of Conduct Regulations 2008 are available here.
5. The ICASA End-user and Subscriber Service Charter Regulations are available here.

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. "Customer" means a subscriber or potential subscriber of ASK IT (ASK Internet Technologies cc).

Key Commitments

9. ASK IT makes the following key commitments and will endeavour to:
9.1. Act in a fair, reasonable and responsible manner in all dealings with Customers;
9.2. Ensure that all its services and products meet the specifications as contained in ASK IT's licences and all the relevant laws and regulations;
9.3. Not unfairly discriminate against or between Customers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;
9.4. Display utmost courtesy and care when dealing with Customers;
9.5. Provide Customers with information regarding services and pricing;

9.6. Where requested to do, so provide Customers with guidance with regard to their service needs; and

9.7. Keep the personal information of Customers confidential unless ASK IT is:
- In possession of written authorisation from the Customer to do so;
- Required to release such information for the purpose of briefing ASK IT's auditors, professional advisors or an accredited debt collection agency; and/or
- Otherwise authorised or required by any law or an order of Court;

10. Customers have the right to refer Complaints to ICASA as more fully set out in the **Complaints Procedure**.

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 Customer's choice;

11.3. A right to receive information in the Customer's preferred language (ASK IT will do its best to meet this request where reasonable);

11.4. A right to access and question records held by ASK IT which relate to the Customer's relationship with ASK IT;

11.5. 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 express permission;

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.

Availability of Information

12. The following information can be obtained from the ASK IT's website http://www.askit.cc or by email request to accounts@askit.cc (with no charge payable), and is available for inspection at ASK IT's offices during business hours:

12.1. ASK IT's range of services/products on offer;

12.2. Tariff rates applicable to each service offered;

12.3. Terms and conditions applicable to such services/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. ASK IT will provide the Customer with an itemised bill or invoice on request or where this is specified as part of the services provided to the Customer.
14. Billing terms are also set out on ASK IT's invoices.

Defective Items

15. Where a product is defective, ASK IT will investigate the issue and will replace it in accordance with the manufacturer's warranty for that product.

Application/Credit Vetting

16. Where applicable, ASK IT 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 explicitly consents to the use of all information supplied by the Customer for this purpose and for the purpose of compliance with the National Credit Act 34 of 2005, as amended.

Terms and Conditions of Service

17. ASK IT will provide the Customer with a copy of the written terms and conditions upon finalisation of a service agreement or as soon as is reasonably possible thereafter. Where an agreement is entered into telephonically, a copy of the written terms and conditions thereof will be provided to the Customer within seven (7) Business Days.
18. 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.
19. Where ASK IT affects changes to the terms and conditions of its service, ASK IT will inform the Customer of such changes within a fair and reasonable period.

Minimum Service Standards

20. ASK IT will, subject to events and conduct beyond its reasonable control:
20.1. provide a minimum of 95% network service availability measured over six (6) months;
20.2. provide a minimum of 95% service availability measured over six (6) months;
20.3. attain 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;
20.4. provide full reasons to the Customer where ASK IT is not able to meet a request for service within these time periods within seven (7) Business Days of receipt of request for same;
20.5. 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 of request, provided that the applicant is within ASK IT's specified coverage area;
20.6. provide full reasons to the Customer where ASK IT is not able to meet a request for activation within these time periods within seven (7) Business Days of receipt of request for same;
20.7. 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;
20.8. respond within three (3) minutes (averaged over twelve months) to any call directed to the ASK IT call centre;
20.9. monitor its network 24 hours a day, 7 days a week, 364/5 days a year.
21. Customers acknowledge that ASK IT is directly dependent on network and other services provided by third parties in providing the services and meeting the standards set out above, and that ASK IT 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.