

CODE OF CONDUCT

for

PAN AFRICA TELECOM PROPRIETARY LIMITED

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1. Definitions

- 1.1. “The Code” means this Code of Conduct.
- 1.2. “Customer” means any person who uses or receives electronic communications services from Pan Africa Telecom Proprietary Limited.
- 1.3. “Business Hours” means Monday to Friday between Monday – Friday 08:00-17:00.
- 1.4. “ECA” means the *Electronic Communications Act* 36 of 2005.
- 1.5. “ICASA” means the Independent Communications Authority of South Africa.
- 1.6. “Personal information” has the same meaning as that found in the *Protection of Personal Information Act* 4 of 2013.
- 1.7. “POPIA” means the *Protection of Personal Information Act* 4 of 2013.
- 1.8. “Services” means electronic communications services and/or network services provided by Pan Africa Telecom Proprietary Limited.
- 1.9. “Tariffs” means charges, prices, fees, or rates applicable to the Services.

2. Key Commitments and Purpose of the Code

- 2.1. This Code of Conduct sets out the standards applicable to Pan Africa Telecom Proprietary Limited (“**Pan Africa**” or “**our**”) its directors, officers, employees, and representatives. The Code sets out the compliance obligations of Pan Africa as a Class Electronic Communications Network Service licensee (“**C-ECNS**”) and Class Electronic Communications Service licensee (“**C-ECS**”) under the ECA.
- 2.2. The Code of Conduct was written to comply with the ECA, applicable ICASA

regulations and licence conditions, and the POPIA.

2.3. The Code's purpose is to:

2.3.1. promote fair, ethical and transparent conduct;

2.3.2. protect customers and stakeholders; and

2.3.3. to establish clear conduct standards.

2.4. As such, Pan Africa commits to:

2.4.1. acting in a fair, reasonable and responsible manner when engaging with customers;

2.4.2. not engaging in unfair or misleading practices;

2.4.3. ensuring that all services and products meet the specifications as contained in our licences and in accordance with the relevant laws and regulations;

2.4.4. not unfairly discriminating against or between customers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;

2.4.5. displaying courtesy and care when dealing with customers;

2.4.6. providing customers with information regarding its services and pricing;

2.4.7. upon request, providing customers with guidance in regard to their specific needs;

2.4.8. keeping the personal information of its customers confidential; and

2.4.9. advising customers of their ability to refer complaints to ICASA.

3. **Scope and Application**

3.1. This Code applies to all ECNS and ECS services provided by Pan Africa.

3.2. This Code also applies to all interactions between Pan Africa and any customer, supplier, regulator, or other stakeholder.

3.3. The Code is applicable throughout South Africa.

4. **Services**

- 4.1. Pan Africa provides a broad range of services, such as:
 - 4.1.1. network and solution design
 - 4.1.2. internet and global connectivity eg MPLS VPN, SDWAN, IEPL etc;
 - 4.1.3. VoIP, SMS, or A2P services;
 - 4.1.4. equipment and material distribution;
 - 4.1.5. CCTV installation and supply; and
 - 4.1.6. renewable energy installation and supply.
- 4.2. The tariffs applicable to electronic communication services provided to customers shall be published on our website or made available on request. Non-electronic communication services shall not fall within this Code.
- 4.3. It is important to consider the terms and conditions applicable to the above services. These terms will can be found on our [website](#).
- 4.4. Payment terms and billing will generally be dealt with in our terms and conditions, service order agreements and in the invoices shared with customers.

5. **Tariffs**

- 5.1. All tariffs shall be transparent, accurate, and made available to customers prior to service activation.
- 5.2. Tariffs shall be published and made accessible through Pan Africa's sales channel or upon request.¹ This information will also be available at our offices during business hours.
- 5.3. Pan Africa may engage in credit checks for risk assessment purposes in certain circumstances . If applicable, this will be communicated to customers before finalising service order agreements.
- 5.4. Fees and invoices shall be accurate, understandable and issued in accordance with

¹ Pricing details will be provided within 30 days prior to the commencement of a service.

agreed billing cycles.

5.5. Billing processes will be clearly communicated to customers.

5.6. Customers shall be given reasonable notice of any changes to tariffs.

6. Billing Cycles

6.1. Where an invoice is presented to the customer, the customer must fulfil its obligations by making payment when the invoice becomes due.

6.2. Where the customer believes there is an error in the invoice, the customer must raise the billing complaint before the invoice becomes due and payable. The procedure related to billing complaints is explained in clause 7 below.

6.3. In the event that a customer fails to make payment on an invoice, Pan Africa will be entitled to disconnect the service until payment is made.

6.4. Pan Africa will communicate with the customer reasonably in advance if late payment will result in disconnection of service before the service is disconnected.

7. Billing Complaints

7.1. Where a customer lodges a billing complaint, the following general principles will apply:

7.1.1. Pan Africa will not disconnect the service while the investigation of a disputed portion of a bill is pending. For the avoidance of doubt, the undisputed portion of the bill must still be paid by the customer;

7.1.2. Pan Africa will not require the bill to be paid in full while an investigation is pending. For the avoidance of doubt, the disputed portion remains on hold until the dispute is resolved and the remaining bill is to be paid by the customer;

7.1.3. Pan Africa must reach a determination regarding the complaint and communicate the finding within no more than 14 working days;²

7.1.4. Pan Africa must not disconnect the service until the final determination has been communicated to the customer. Pan Africa may only disconnect the service after

² As Pan Africa operates internationally and offers non-electronic communication services, this 14 day period is applicable only to South African electronic communication services that fall within the ambit of this code of conduct.

the final determination has been communicated to the customer with reasons for the disconnection of services; and

- 7.1.5. In the event that a customer disagrees with the final determination, the customer is entitled to escalate the matter to ICASA. For the duration of the investigation, Pan Africa is entitled to suspend its services until ICASA's final determination.

8. Contract Terms and Conditions

- 8.1. All contracts for the provision of our services shall be written in plain and understandable language.
- 8.2. Customers will be informed of changes to the terms within a fair and reasonable time.
- 8.3. Provided the customer agrees to the terms and conditions, a copy of the agreement will be provided immediately thereafter or as soon as reasonably possible after the conclusion of the contract. If the contract is entered into telephonically, then a copy of the contract will be provided within seven working days of entering into the contract.
- 8.4. The terms and conditions will also provide for the steps to be taken by Pan Africa if a service is defective, with the interests of the customer in mind. Alternative measures will be accounted for whilst the defective service is repaired.

9. Customer Rights

- 9.1. You have the right to:
- 9.1.1. be provided a service without unfair discrimination;
 - 9.1.2. choose the service provider of your choice;
 - 9.1.3. receive information in your preferred language;³
 - 9.1.4. access and question records and information held by Pan Africa as it relates to them;
 - 9.1.5. the protection of personal information;
 - 9.1.6. not have their personal information sold to third parties without their permission;
 - 9.1.7. lodge a complaint using the complaints handling procedure or to report directly

³ This Code can be reproduced in the language chosen by the customer. For all in-person engagements with customers, languages other than English will only be used where there is capacity.

to ICASA; and

9.1.8. timeous dispute resolution.

10. Protection of Personal Information

Pan Africa is committed to the lawful, reasonable, and transparent processing of personal information in accordance with POPIA. Please consider the [Privacy Policy](#) on our website for more information in this regard.

11. Languages

11.1. This Code shall be published on the website and physically made available in English at the business premises. The Code shall be made available in at least one other official South African language.

11.2. The Code shall be made available in the other official South African languages upon request.

11.3. Customers may request a copy of the Code at no charge.

12. Complaints Handling

12.1. Pan Africa shall maintain an effective and transparent complaints handling procedure. Complaints may be lodged by telephone or e-mail at 0340085088 or supports@panafricatelecom.co.za

12.2. Upon receipt of a complaint, Pan Africa shall:

12.2.1. record the complaint;

12.2.2. designate a responsible person to attend to the complaint; and

12.2.3. investigate the complaint in a fair and objective manner.

12.3. Pan Africa shall take reasonable steps to resolve complaints promptly, in good faith, and shall communicate outcomes clearly to the customer.

13. Timeframes for Resolution

13.1. Pan Africa shall acknowledge receipt of a complaint within a reasonable timeframe, not later than 3 business days after receipt.

13.2. Pan Africa shall aim to resolve complaints within 14 business days of

acknowledgement, or within such longer period as may be reasonable in the circumstances.⁴

- 13.3. Where a customer is dissatisfied with the initial response or outcome, they have the right to escalate the complaint to ICASA. In such case, Pan Africa commits to cooperating fully with ICASA in the resolution of any complaint referred to it.⁵

14. Record Keeping of Complaints

- 14.1. Pan Africa shall maintain records of complaints received including:

14.1.1. the nature of the complaint;

14.1.2. date of receipt, acknowledgement and resolution;

14.1.3. actions taken; and

14.1.4. outcomes.

- 14.2. Complaint records shall be retained for a period of three years, or such longer period required by law.

- 14.3. Personal information contained in complaint records shall be processed in accordance with POPIA and Pan Africa's Privacy Policy and shall be safeguarded against unauthorised access or disclosure.

⁴ As Pan Africa operates internationally and offers non-electronic communication services, this 14 day period is applicable only to South African electronic communication services that fall within the ambit of this code of conduct.

⁵ As Pan Africa operates internationally, this escalation mechanism is only applicable to South African electronic communications services that fall within the ambit of this code of conduct.