

CODE OF CONDUCT

Hero Telecoms (Pty) Ltd (“HeroTel”) and its affiliates and subsidiaries companies (“the HeroTel Group”) subscribe to this Code of Conduct which has been drafted in accordance with the regulations prescribed by the Independent Communications Authority of South Africa in terms of section 4 read with section 69(1) of the Electronic Communications Act, 2005 (No.36 of 2005), in respect of a code of conduct for electronic communications and electronic communications network service licensees.

1. KEY COMMITMENTS

1.1 The HeroTel Group undertakes to:

- 1.1.1 act in a fair, reasonable and responsible manner in all dealings with the consumer;
- 1.1.2 ensure that all services and products meet the specifications as contained in their licences and all the relevant laws and regulations;
- 1.1.3 not unfairly discriminate against or between consumers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;
- 1.1.4 display utmost courtesy and care when dealing with consumers;
- 1.1.5 provide consumers with information regarding services and pricing;
- 1.1.6 provide consumers with guidance in regard to their customer needs, upon request;
- 1.1.7 keep consumers' personal information confidential;
- 1.1.8 advise consumers to refer the complaint to the Authority.

1.2 As a consumer you are entitled to the following rights:

- 1.2.1 a right to be provided with the required service without unfair discrimination;
- 1.2.2 a right to choose the service provider of their choice;
- 1.2.3 a right to receive information in the preferred language;

- 1.2.4 a right to access and question records and information held by the service provider;
- 1.2.5 a right to the protection of the consumers' personal data, including the right not to have personal data sold to third parties without permission by the consumer;
- 1.2.6 a right to port a number in terms of applicable regulations;
- 1.2.7 a right to lodge a complaint; and
- 1.2.8 a right to redress.

2. PROVISION OF INFORMATION

- 2.1. Information regarding the broad range of services, products and packages on offer, the tariff rates, charges and fees applicable to any of the HeroTel Group services, products and packages as well as the terms and conditions applicable to the HeroTel Group's services, products and packages, the HeroTel Group's privacy and confidentiality policy, the Herotel Group's payment policy and relevant contact details are available either:
 - 2.1.1. on our website at www.herotel.com; or
 - 2.1.2. on the application forms required to be completed in order to receive a service; or
 - 2.1.3. in advertisements and marketing initiatives.
- 2.2. We will provide you with an itemised bill or invoice on request.
- 2.3. Your application for a service or product may be subject to a credit referencing or risk assessment process. This means that the HeroTel Group 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.

- 2.4. The HeroTel Group is entitled to perform a financial means test each time when you apply for a service / product and package.

3. BILLING COMPLAINTS HANDLING PROCEDURE

- 3.1. You are required to direct a billing complaint to customercare@herotel.com. The complaint is required to be accompanied by the following:
- 3.1.1. a copy of the bill concerned or the particulars thereof, e.g. the account number;
 - 3.1.2. the reason for the dispute;
 - 3.1.3. the amount in dispute; and
 - 3.1.4. supporting information or documentation, if any.
- 3.2. The HeroTel Group will reach a determination regarding the billing complaint and communicate its decision to you within fourteen (14) working days of receipt of your complaint.
- 3.3. You may approach the Authority for resolution of the dispute, should you not be satisfied with the outcome of the dispute as determined by the HeroTel Group.
- 3.4. 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.

4. COMPLAINTS HANDLING, RESOLUTION AND ESCALATION PROCEDURE

- 4.1 All complaints other than billing complaints must be submitted to the HeroTel Group and will be dealt with by the HeroTel Group in accordance with the provisions of this clause.

- 4.2** You are required to afford us an opportunity to resolve a complaint before you approach the Authority.
- 4.3** You are required to direct a complaint to customercare@herotel.com. Your complaint should include the following:
- 4.3.1** your name and surname;
 - 4.3.2** your account number;
 - 4.3.3** the date on which the complaint arose; and
 - 4.3.4** a brief description of what gave rise to the complaint.
- 4.4** The HeroTel Group will acknowledge receipt of your complaint within 3 (three) working days of receipt thereof.
- 4.5** The HeroTel Group 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.
- 4.6** You may approach the Authority for resolution of the dispute, should you not be satisfied with the outcome of the dispute as determined by the HeroTel Group.
- 4.7** 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.