



IST Code of Conduct and Service Charter

Introduction

1. In order to provide electronic communications services to its subscribers, **InfoStream Technologies CC ("IST")** holds a licence 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. IST 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 is available [here](#).
5. The ICASA End-user and Subscriber Service Charter Regulations is available [here](#).

Definitions

The following definitions find application throughout all IST documentation:

"Billing Dispute" means an instance where a Customer states in good faith that their bill contains incorrect charges, payments or adjustments.

"Billing Dispute Notice" means a notice submitted by the Customer in terms of this Procedure.

"Billing Disputes Handling Procedure" and **"this Procedure"** mean this Billing Disputes Handling Procedure for the initiation and resolution of Billing Disputes.

"Billing Enquiry" means the situation where the Customer seeks information or clarification relating to an Invoice including without limitation seeking clarification of charges or sources of usage. For the avoidance of doubt, this is not a Billing Dispute.

"Business Day" means any day other than a Saturday or Sunday or a public holiday observed as such in the Republic of South Africa.

"Business Hours" means 08h00–17h00 on Mondays–Fridays.

"Complaint" means an expression of dissatisfaction or grievance made by a Customer, but does not include a request for information. Billing Disputes are a specific form of Complaint dealt with only under the IST Billing Disputes Handling Procedure.

"Customer" means a IST subscriber or potential subscriber.



Key Commitments

6. IST makes the following key commitments and will endeavour to:
 - 6.1. Act in a fair, reasonable and responsible manner in all dealings with Customers;
 - 6.2. Ensure that all its services and products meet the specifications as contained in IST's licence and all the relevant laws and regulations;
 - 6.3. Not unfairly discriminate against or between Customers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;
 - 6.4. Display utmost courtesy and care when dealing with Customers;
 - 6.5. Provide Customers with information regarding services and pricing;
 - 6.6. Where requested to do so provide Customers with guidance with regard to their service needs; and
 - 6.7. Keep the personal information of Customers confidential unless IST is:
 - 6.7.1. Otherwise authorised or required by law or order of Court;
 - 6.7.2. In possession of written authorisation from the Customer to do so; and/or
 - 6.7.3. Required to release such information for the purpose of briefing IST's auditors or professional advisors or an accredited debt collection agency.
7. Subscribers and potential subscribers have the right to refer Complaints to ICASA as more fully set out below.

Consumer rights

8. The ICASA Code of Conduct Regulations 2008 stipulate the following (non-exhaustive) list of consumer rights held by subscribers and potential subscribers:
 - 8.1. A right to be provided with the required service without unfair discrimination;
 - 8.2. A right to choose the service provider of your choice;
 - 8.3. A right to receive information in your preferred language (IST will do its best to meet this request where reasonable);
 - 8.4. A right to access and question records held by IST and which relate to the Customer's relationship with IST;
 - 8.5. 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 permission;
 - 8.6. A right to port a number in terms of applicable regulations;
 - 8.7. A right to lodge a complaint; and
 - 8.8. A right to redress.

Postal: P. O. Box 50063, Musgrave, 4062
Physical: Suite 406, 4th Floor Musgrave Office Towers,
115 Musgrave Road, Musgrave, 4062
Tel: 031-201-5124 / 031-201-2492
e-mail: info@infostream.co.za



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Consumer Confidentiality

9. IST undertakes to protect any consumer information accumulated, and to do the following with such consumer information:
 - 9.1. use the information only for the purpose permitted or required;
 - 9.2. report or release the information only to the consumer or prospective consumer;
 - 9.3. only release that information to another person:
 - 9.3.1. when directed by the written instruction of the consumer or prospective consumer,
 - 9.3.2. when directed by an order of a court,
 - 9.3.3. during the process of collection of debts owed to the licensees to accredited debt collection agencies,
 - 9.3.4. by the licensees' auditors for the purpose of auditing their accounts, or
 - 9.3.5. in terms of any applicable law.

Availability of Information

10. The following information can be obtained from the IST website <http://www.infostream.co.za> or by email request to ismail@infostream.co.za (with no charge payable), and is available for inspection at IST's offices during Business Hours:
 - 10.1. IST's range of services / products on offer;
 - 10.2. Tariff rates applicable to each service offered;
 - 10.3. Terms and conditions applicable to such services / products;
 - 10.4. Payment terms;
 - 10.5. Billing, billing processes and the Billing Disputes Handling Procedure;
 - 10.6. Complaints Handling Procedure, and
 - 10.7. Relevant contact details

Billing

11. IST 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.
12. Billing terms are as set out on IST's invoices.

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Payment

13. Payment may be made by EFT or debit order. Payment may also be made in cash or by cheque, subject to prior arrangement and agreement with IST.
14. The merchant outlet country at the time of presenting payment options to the cardholder is the Republic of South Africa and the transaction currency is South African Rand (ZAR).

Vetting of applications and use of credit registered credit bureaux

15. Where applicable, IST 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.

Defective items

16. Where a product such as a modem is defective, IST will replace it in accordance with the manufacturer's warranty for that product.

Written terms and conditions of service

17. IST 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. Where IST affect changes to the terms and conditions of its service, IST will inform the Customer of such changes within a fair and reasonable period.

Minimum standards for the services offered by IST

19. IST will, subject to events and conduct beyond its reasonable control,
 - 19.1. provide a minimum of 95% service availability measured over six (6) months;
 - 19.2. 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;
 - 19.3. provide full reasons to the Customer where IST is not able to meet a request for activation within these time periods within seven (7) Business Days of receipt of request for same;
 - 19.4. 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;
 - 19.5. respond within three (3) minutes (averaged over six months) to any call directed to the IST call centre;

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19.6. monitor its network 24/7/365.

20. Customers acknowledge that IST 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 IST 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

21. Any queries relating to this Code of Conduct should be sent to ismail@infostream.co.za.

22. This Code of Conduct forms part of the Terms and Conditions applicable to the use of IST's services and products and is incorporated therein.

Last updated: **02/04/2012**
