

Imagine IPS Code of Conduct

1. Commitments

Imagine IPS commits to the following:

- a) To act in a fair, reasonable and responsible manner in all dealings with consumers
- b) Ensure that all services and products meet the specifications as contained in their licences and all the relevant laws and regulations
- c) Not unfairly discriminate against or between consumers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation
- d) Display utmost courtesy and care when dealing with consumers
- e) Provide consumers with information regarding services and pricing
- f) Where requested provide consumers with guidance with regard to their customer needs
- g) Keep consumer's personal information confidential
- h) Advise consumers of their right to refer complaints to ICASA.

2. Consumer rights

Consumer rights include (but are not limited to):

- a) A right to be provided with the required service without unfair discrimination
- b) A right to choose the service provider of their choice
- c) A right to receive information in their preferred language
- d) A right to access and question records and information held by the service provider
- e) A right to the protection of the consumer's personal data, including the right not to have personal data sold to third parties without the permission of the consumer
- f) A right to port a number in terms of applicable regulations
- g) A right to lodge a complaint
- h) A right to redress.

3. Tariffs

Imagine IPS has all tariff information provided on their website, and copies are available at our offices or on request. All details are provided before the service is commenced.

4. Service Contracts

Imagine IPS's service contracts are available for review prior to sign up and are available on our website, or upon request. The contracts are written in plain and understandable language and include clear provisions relating to the following:

- a) Nature of the contract
- b) Minimum duration of the contract
- c) Any applicable payment for early termination - i.e. if a contract is terminated prior to any minimum duration
- d) Notice period for termination
- e) Manner of notice of termination.



5. Confidentiality

All consumer information is treated with the highest level of confidentiality in mind, and will only be used for the purpose permitted or required, and subject to the exceptions below may only report or release such information to the consumer who provided it.

Consumer information may only be released to a third party where

- a) the licensee has written permission from the consumer to do so
- b) the licensee is directed to do so by an order or court
- c) the licensee is briefing an accredited debt collection agency during the debt collection process
- d) the licensee is briefing its auditors for the purpose of auditing the licensee's financial affairs
- e) Such release is required or permitted by an applicable law.

6. Billing, credit and collections

Imagine IPS undertakes to:

- a) Clearly communicate billing processes to consumers
- b) Set out procedures in their bills
- c) Inform consumers at the outset, if applicable, that credit referencing I risk assessment will be applied
- d) Provide a simple explanation to consumers of how the credit referencing system operates, in accordance with the provisions of the National Credit Act No. 34 of 2005 and any other applicable law and/or regulation

Where the consumer lodges a billing complaint, the complaint handling process will be guided by the following general principles:

- a) Imagine IPS will not disconnect the service of the consumer while the investigation of a disputed portion of a bill is still pending
- b) Imagine IPS will reach a determination regarding the billing complaint and communicate it to the complainant within fourteen (14) working days
- c) Imagine IPS will not disconnect the service until they have notified the complainant about the results of their investigation and the final decision on the complaint
- d) Imagine IPS will not take adverse collection procedures or assess late charges and/or penalties while the investigation of a disputed billing is still pending
- e) Imagine IPS will not require the consumer to pay the disputed bill in full pending the investigation of the complaint.
- f) Imagine IPS will ensure that the consumer is informed well in advance about time for payment and the possibility of disconnection in the case of non-payment within a certain period before they disconnect him/her.

7. Complaints and dispute resolution



General Dispute Resolution

The parties shall attempt to resolve all disputes arising in a spirit of cooperation and with a problem-solving mind set, without formal proceedings and in accordance with the various dispute resolution procedures provided.

In the event of the dispute not being resolved, please follow the general complaint procedure as stipulated by ICASA for all complaints except billing disputes:

You are required to direct a general complaint to **abuse@imagine.co.za**. The complaint is required to be accompanied by the following

- a) Your full particulars and contact details
- b) Your relationship with Imagine IPS and any customer reference which may be applicable
- c) A statement of the reasons for the complaint with enough detail to allow us to assess these
- d) Any relevant evidence or documentation you wish to submit in support of your complaint.

Under the ICASA Code of Conduct Regulations, Imagine IPS is required to:

- a) Acknowledge receipt of your complaint within three working days
- b) Determine an outcome for the complaint and communicate this to you within fourteen (14) working days.

Referral of Complaints to ICASA

If you are not happy about the outcome of the Complaint you have the right to escalate it to ICASA. If ICASA are not able to resolve the matter it may be referred to the ICASA Complaints and Compliance Committee for adjudication.

Please note that under the ICASA Code of Conduct Regulations 2008 you must give us an opportunity to resolve the matter within the 14 day period before you have the right to escalate your complaint to ICASA.

ICASA can be contacted in the following ways:

Telephone (011) 566 3000,
Fax (011) 444 1919 or
Email: consumer@icasa.org.za

Any dispute, which cannot be so resolved, shall be subject to binding arbitration upon the written demand of either party. Arbitration shall take place in South Africa.

8. General

Promotional Marketing, Advertising and Sales Practices

Imagine IPS adheres to a general obligation to ensure that advertising and promotional material is not misleading and complies with the Advertising Standards Authority's (ASA) Code of Conduct and any other relevant codes.



Defective products/services

Imagine undertake to resolve defective services or products in the following way:

- a) Through a first point of contact through our helpdesk
- b) An escalation to our technicians
- c) An escalation to an onsite visit
- d) Replacement product or service

Languages

The Code of conduct is printed in English and Afrikaans, and will be made available in any official language if a consumer requires it.

Implementation

All Imagine IPS staff are trained in regards to the code of conduct, and copies are displayed at our offices.