



Code of Conduct & Complaints Procedure

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LinkLayer (Pty) Ltd (“LinkLayer”) services ISP’s (Internet Service Providers) with wholesale fixed broadband products and services. Any reference to a consumer is deemed to be on behalf of the ISP (Internet Service Provider) and superseded by LinkLayer’s contracted (‘MSA – Master Services Agreement’) obligations to the ISP (Internet Service Provider) and thus its (the ISP’s – Internet Service Providers) consumer.

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LinkLayer is committed to the following Key Commitments as prescribed:

- 2.1. Act in a fair, reasonable and responsible manner in all dealings with the consumer;
- 2.2. Ensure that all services and products meet the specifications as contained in their licences and all the relevant laws and regulations;
- 2.3. Not unfairly discriminate against or between consumers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;
- 2.4. Display utmost courtesy and care when dealing with consumers;
- 2.5. Provide consumers with information regarding services and pricing;
- 2.6. Provide consumers with guidance in regard to their customer needs, upon request;
- 2.7. Keep consumers’ personal information confidential;
- 2.8. Advise consumers to refer the complaint to the Authority.

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The customer’s rights include but are not limited to:

- 3.1. A right to be provided with the required service without unfair discrimination;
- 3.2. A right to choose the service provider of their choice;
- 3.3. A right to receive information in the preferred language;
- 3.4. A right to access and question records and information held by the service provider;
- 3.5. 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;
- 3.6. A right to port a number in terms of applicable regulations;
- 3.7. A right to lodge a complaint; and
- 3.8. A right to redress.

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LinkLayer is committed to protecting the confidentiality of consumer information, and in particular, will-

- 4.1. Use the information only for the purpose permitted or required,
- 4.2. Report or release that information only to the consumer or prospective consumer,
- 4.3. Only release that information to another person:
 - When directed by the written instruction of the consumer or prospective consumer, or
 - When directed by an order of a court.
 - During the process of collection of debts owed to the licensees to accredited debt collection agencies.
 - By the LinkLayer's auditors for the purpose of auditing their accounts.
 - In terms of any applicable law.

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In the case of any defective products provided by LinkLayer:

- 5.1. Once alerted to same, LinkLayer will collect the defective product and assess same, following which it will either repair or replace the defective product; and
- 5.2. Temporary measures will be put in place to ensure that the consumer remains online while LinkLayer takes these steps.

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Where the consumer lodges a complaint, LinkLayer will:

- 6.1. Acknowledge receipt within 2 working days of receipt of the complaint;
- 6.2. Assess and provide response to the complainant within 14 working days of receipt of the complaint.

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Where the consumer lodges a billing complaint, LinkLayer will:

- 7.1. Not disconnect the service of the consumer while the investigation of a disputed portion of a bill is still pending;
- 7.2. Reach a determination regarding the billing complaint and communicate it to the complainant within fourteen (14) working days;
- 7.3. Not disconnect the service until LinkLayer has notified the complainant about the results of their investigation and the final decision on the complaint;
- 7.4. Not take adverse collection procedures or assess late charges and/or penalties while the investigation of a disputed billing is still pending;
- 7.5. Not require the consumer to pay the disputed bill in full pending the investigation of the complaint;
- 7.6. Ensure that the consumer is informed well in advance about time for payment and the possibility of disconnection in the case of nonpayment within a certain period before disconnecting him/her.

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In the event that the complainant is not satisfied with the LinkLayer's handling of the complaint, then the complainant can escalate the complaint to ICASA by following the processes noted at

<https://www.icasa.org.za/pages/consumer-complaints-procedure>.