

EGate

Code Of Conduct And Service Charter

INTRODUCTION

- Product Merchandiser (Pty) Ltd (“EGate”) is licensed by the Independent Communications Authority of South Africa (ICASA).
- ICASA requires that all license-holders comply with, inter alia, the:
 - ICASA Code of Conduct Regulations 2008, which sets out minimum standards of conduct when providing services to subscribers or dealing with potential subscribers; and
 - 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.
- EGATE has developed a Code of Conduct and Service Charter in line with these Regulations and will strive to follow this in its dealings with Consumers.
- The ICASA Code of Conduct Regulations 2008 is available at [Code of Conduct Regulations 2007](#)
- The ICASA End-user and Subscriber Service Charter Regulations is available at [EUSSC-Regulations-2016](#)

COMMITMENTS

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

CONSUMER RIGHTS

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- The ICASA Code of Conduct Regulations 2008 stipulate the following list of rights by subscribers and potential subscribers:

- A right to be provided with the required service without unfair discrimination;
- A right to choose the service provider of your choice;
- A right to receive information in your preferred language (EGate will do its best to meet this request where reasonable);
- A right to access and question records held by EGate and which relate to the Customer's relationship with EGate;
- 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;
- A right to port a number in terms of applicable regulations;
- A right to lodge a complaint; and A right
- to redress.

AVAILABILITY OF INFORMATION

- The following information can be obtained from the EGate by email request to admin@egate.co.za, and is available for inspection by prior arrangement at EGate's office during Business Hours:
 - EGate's range of services / products on offer;
 - Tari rates applicable to each service offered;
 - Terms and conditions applicable to such services / products;
 - Payment terms;
 - Billing, billing processes and the Billing Disputes Handling Procedure;
 - Complaints Handling Procedure, and Relevant
 - contact details.

BILLING

- EGate will provide Customer with an itemized bill or invoice on request or where this is specified as part of the services provided to the Customer. ● Billing terms are also set out on EGate's invoices.

VETTING OF APPLICATIONS AND USE OF CREDIT REGISTERED BUREAUX

EGate 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 bureau, 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.

WRITTEN TERMS AND CONDITIONS OF SERVICE

- EGate will provide the Customer with a copy of the written terms and conditions upon finalization of a service agreement or as soon as reasonably possible thereafter. Where an agreement is entered into telephonically, a copy of the written terms and conditions will be provided to the Customer within seven (7) Business Days.
- Should EGate affect changes to the terms and conditions of its service, EGate will inform the Customer of such changes within a fair and reasonable period.

MINIMUM STANDARDS FOR THE SERVICES OFFERED BY EGate

- EGate, subject to events and conduct beyond its reasonable control, will:
 - provide a minimum of 95% service availability measured over six (6) months;
 - attain a 90% success rate in meeting requests for installation and activation of service for qualifying service applicants within thirty (30) Business Days, while meeting the balance of requests within forty (40) Business Days;provide full reasons to the Customer where EGate is not able to meet a request for service within these time periods within seven (7) Business Days of receipt of request for same;
 - 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;
 - provide full reasons to the Customer where EGate is not able to meet a request for activation within these time periods within seven (7) Business Days of receipt of request for same;
 - 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;
 - respond within three (3) minutes (averaged over six months) to any call directed to EGate during office hours;
- Customers acknowledge that EGate might be dependent on network and other services as provided by third parties in providing the services and meeting the standards set out above, and that EGate 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

- Any queries relating to this Code of Conduct should be sent to support@egate.co.za
- This Code of Conduct forms part of the Terms and Conditions applicable to the use of EGate's services and products and is incorporated therein.