

CODE OF CONDUCT AND SERVICE CHARTER

Nexus ISP subscribes to this Code of Conduct which prescribes the minimum standard of conduct that Nexus ISP endeavours to follow in rendering services to its subscribers.

Nexus ISP has compiled this Code of Conduct in accordance with the guidelines as well as the minimum standards for subscriber charters prescribed by the Independent Communications Authority of South Africa ("the Authority") in Notice 1740 of 2007 published in Government Gazette No 30553 dated 7 December 2007 and in Notice 272 of 2008 published in Government Gazette No 30792 dated 25 February 2008, respectively. Nexus ISP is also a member of the Internet Service Providers' Association (ISPA) and upholds the code of conduct as set out by ISPA, a copy of which is available at the following web address: <http://ispa.org.za/code-of-conduct/>

1. Key Commitments

Nexus ISP will:-

- 1.1 act in a fair, reasonable and responsible manner in all its dealings with its subscribers and potential subscribers;
- 1.2 ensure that all services and products meet the specifications contained in Nexus ISP's licences and in all relevant laws and regulations;
- 1.3 not unfairly discriminate against or between its subscribers and potential subscribers on the basis of race, gender, sex, age, religion, belief, disability, ethnic background or sexual orientation;
- 1.4 display utmost courtesy and care when dealing with its subscribers;
- 1.5 provide its subscribers and potential subscribers with information regarding services and pricing;
- 1.6 upon request provide its subscribers and potential subscribers with guidance in regard to their customer needs;
- 1.7 keep its subscribers' personal information confidential; and
- 1.8 advise its subscribers to refer a complaint to the Authority, where Nexus ISP has failed to resolve the complaint to the satisfaction of a subscriber.

2. Consumer rights

Your rights in terms of the services that Nexus ISP provides include (without limitation) the right to:

- 2.1 be provided with the required service without unfair discrimination;
- 2.2 choose the service provider of your choice;
- 2.3 receive a copy of this Code of Conduct and Service Charter in English and in 1 (one) of the other official languages as determined by Nexus ISP;
- 2.4 access and question records and information held by Nexus ISP;
- 2.5 the protection of your personal data, which includes the right not to have your personal data sold to third parties without your permission;
- 2.6 lodge a complaint; and
- 2.7 redress.

3. Provision of Information

3.1 Information regarding the broad range of services, products and packages on offer, the tariff rates, charges and fees applicable to Nexus ISP's services, products and packages as well as the terms and conditions applicable to Nexus ISP's services, products and packages, Nexus ISP's privacy and confidentiality policy, Nexus ISP's payment policy and relevant contact details are available:

3.1.1 on our homepage at www.nexus.co.za;

3.1.2 under "Terms and Conditions" on our homepage;

3.1.3 on the application forms required to be completed in order to receive a service; and

3.1.4 in advertisements and marketing initiatives.

3.2 Our billing and complaints handling procedures are contained in the Terms and Conditions.

3.3 We will provide you with an itemised bill or invoice on request.

3.4 Your application for a service or product may be subject to a credit referencing or risk assessment process. This means that Nexus ISP 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 bureaux 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.

3.5 Nexus ISP is entitled to perform a financial means test each time when you apply for a service/ product and package.

4. Minimum standards for the services offered by Nexus ISP

4.1 Nexus ISP will endeavour to attain a 100% success rate in meeting your request for a service.

4.2 Nexus ISP will endeavour respond within 3 (three) minutes to any call directed to a Nexus ISP call centre during office hours. Where a call cannot be responded to within this time frame, Nexus ISP will return a call during office hours (providing you leave your details via voice message as prompted by the call centre system or alternatively send an email.

4.3 Nexus ISP office hours and contact particulars are available on our homepage at www.nexus.co.za