

## **CONSUMER CODE OF CONDUCT**

### **Introduction**

ICASA published End-User and Subscriber Service Charter Amendment Regulations (“the Regulations”) of which the purpose is to prescribe minimum standards for electronic communications services to end-users by licensees.

### **Provision of information**

Mazuwo is required to provide an end-user with contract terms and conditions, and complaints handling procedure, at the point of sale.

### **International Roaming**

Mazuwo is required to send a message to an end-user when roaming internationally with the following information;

- service care contract details,
- voicemail retrieval number and applicable rates,
- charges applicable to incoming and outgoing voice, data and SMS services, and
- a summary of the terms and conditions for roaming.

Upon activation, Mazuwo must send to an end-user terms and conditions, including deposits, credit limits and tariffs in respect of international roaming. This information should also be easily accessible on Mazuwo’s website.

### **Billing**

Mazuwo is required to provide a detailed itemised bill to a post-paid end-user upon request, which should include the following;

- in-bundle data, specifying for each data session, the date, time, and total data used,
- out of bundle data, specifying for each data session the charge, date, time, and total data used,
- any additional charges, and
- the applicable billing period.

Mazuwo is also required to provide a pre-paid end-user a usage report within 14 days of request, via e-mail or post in accordance with end-user’s request. Keep billing records for a minimum of three months.

### **Data services**

#### **Notifications**

Mazuwo is required to send all Pre-paid, Post-paid and Hybrid end-users usage depletion notifications at 50%, 80% and 100% of data depletion. These notifications must not be in percentage form but must show units remaining. End-users must be able to opt-out of the usage notifications.

Mazuwo must send these notifications to end-users who have monthly allocated data bundles as well as end-users who bolt on data bundles.

The notifications can be sent through any means i.e. via SMS, email etc.

#### *Option to buy additional data bundles*

Mazuwo is required to provide its Pre-paid, Hybrid and Post-paid end-users with an option to buy additional data bundles at any time.

#### *Out-of-bundle management*

Mazuwo is required to obtain consent from all end-users (i.e. to opt-in) for out-of-bundle data usage before permitting any out-of-bundle data usage by an end-user. Where an end-user has not consented to out-of-bundle data usage, Mazuwo will terminate the end-user's data session when the end-user has depleted their data bundle.

### **Roll over of unused data and transfer of data**

#### Roll over

Mazuwo is required provide all Pre-paid, Hybrid and Post-paid end-users with an option to roll over unused data before it expires. Where an end-user has elected to roll over any unused data, Mazuwo must first apply usage against the rolled over data until that data is fully depleted, and thereafter apply usage against the newly allocated data. This applies to monthly allocated bundles and bolt-on bundles.

Mazuwo is allowed to determine the business rules (including terms and conditions) relating to the roll-over of unused data.

### **Service upgrades**

Mazuwo is required to notify an end-user via SMS and its website seven days before, and a day before planned interruptions that may result due to service or system upgrades.

### **Complaints**

Mazuwo is required to designate and publicise a point of entry for complaints to be lodged by an end-user. The complaints handling procedure to be available on;

- website;
- on the invoices for post-paid end-users, and
- alternate platforms available to pre-paid end-users.

Mazuwo is required to acknowledge complaints from an end-user within forty eight hours. [Note: A matter will be registered as a complaint - assign and communicate a reference number to the end-end-user - if unable to resolve it at the first layer of end-user support, and matter is referred to second layer end-user support for resolution]

### **Rebate**

An end-user is entitled to a rebate if she/he has not received services in terms of a contract entered into with Mazuwo to which payment has already been effected for the services. The Rebate is limited to the days of service lost prorated against the end-user's subscription, and only payable if applicable terms and conditions are met.

Mazuwo is required to provide for a mobile service a reconnect service to an end-user for dropped calls, at no additional cost.

**Service care line centre**

Mazuwo is required to provide an end-user care service. Calls to service line centre must be at no cost to an end-user, provided for in as many languages as practical, and answered within three minutes on average.

Mazuwo is required to provide accessibility to these services by persons with disabilities.

**Impossibility of performance**

In an event where Mazuwo is unable to provide an end-user with services due to circumstances beyond its control for a period of more than two hours, it must, as soon it becomes aware of the outage, issue a public notice to effected end-users. The notice should indicate the expected timeframes within which an end-user should expect the service to be restored.