

MTN

Code of Conduct

1. Purpose

The MTN Code of Conduct sets out your rights as a customer and the conduct that you can expect from us as prescribed by the Independent Communications Authority of South Africa (ICASA).

2. Availability and language

The Code of Conduct is displayed at our MTN stores and is also available on our website, www.mtn.co.za. You may request a printed or electronic copy in Zulu, South Sotho, or Afrikaans as well.

3. Your rights

You have numerous rights in terms of our services, including the right to:

- equality and non-discrimination
- choose a service provider and the service that you require
- accurate information that is accessible and understandable
- receive information in your preferred official language
- access your records and information, and ask questions about it
- have your personal data protected, including the right not to have it sold without your permission
- keep your number when you change service providers, subject to certain regulations; and
- complain and to have your complaints addressed.



4. Our commitment

We promise to:

- make sure that all services and products are as specified in our licence
- comply with all laws and regulations
- use plain and understandable language in our contracts
- be courteous, fair, reasonable, and responsible in all our dealings with you
- not discriminate against you
- give you accurate information about our services and pricing, and, on request, advise you according to your needs
- protect and keep your personal information confidential (see below); and
- make a copy of our complaint's procedure available to you.

5. Confidentiality of your personal information

We respect the confidentiality of your personal information and will use this information only for the purpose permitted or required.

We will only release your personal information, such as credit checks or itemised billing data, to a third party:

- when you give us permission to do so or an instruction in writing
- in terms of any applicable law
- when directed by a court order
- to audit our accounts; and
- when collecting debts from you. In this case, we will release your information to an accredited collection agency.

6. Our range of services and tariffs

The details of our range of services and tariffs appear on our website. You can also request this information at any of our stores.

The details of any new service, including price, are submitted to ICASA 7 (seven) days before commencing the service and published on the MTN website within 30 (thirty) days of commencing the service. Such details will also be made available to you on our website, at our stores and in marketing material.

We will not offer, present or market a service, or its price, in a manner that is misleading.



7. Your service contracts

Your service contract comprises:

- Your application form
- The standard MTN terms and conditions
- The terms and conditions of the package option and the price plan that you have chosen
- Your application form for value-added services (VAS)
- The terms and conditions of VAS
- Your customer pick-up document (CPD)
- Your application form for international roaming and calling (if applicable)
- The migration addendum (if you apply to migrate to another service or plan); and
- MTN's privacy policy.

The terms and conditions mentioned above are available on our website and at any MTN store. You will receive a copy of the terms and conditions when you conclude a contract with us. If the contract is concluded telephonically, you will receive a copy within seven (7) business days.

We will notify you of our intention to change terms and conditions at least 20 (twenty) business days before the change comes into effect.

8. Our billing and payment procedures

Our billing and payment procedures appear in the standard MTN terms and conditions and on your bill. Please note that if you have any query about your bill, you must take it up with us within 30 (thirty) calendar days from the date on the bill. See also 'Our complaints procedure' below.

9. Credit checks

All new contract applications are subject to credit checks. Our agents will explain the details at the point of contracting.



10. Our complaints procedure

Our Customer Complaints Procedure and the MTN Service Charter explain how and where you may lodge a complaint. These documents are available on our website and at any MTN store.

For billing complaints, we will apply the following principles:

- We will notify you of the results of our investigation and our final decision within 14 (fourteen) calendar days of receiving your complaint.
- Until we have notified you, we will not:
 - disconnect your service,
 - impose penalties or charge interest on the outstanding disputed amount, or
 - appoint an agency to collect the outstanding disputed amount.
- We will still require you to pay the undisputed portion of the bill in terms of our normal payment procedures.

11. Promotions and advertising

All our marketing material complies with the South African Advertising Standards Authority's Code of Conduct and any other applicable Codes that may be developed for the electronic communications sector.

12. Defective products

Your customer pick-up document includes the details of your product warranty and what to do if the product is defective.

13. Non-compliance with this Code of Conduct

If we do not comply with this Code of Conduct, you may lodge a complaint with ICASA.

ICASA's contact details are:

- Tel: 012 568 3000 • Fax: 012 568 3444 • Email: consumer@icasa.org.za

14. Contact us

You are welcome to contact us on:

- 135 (from any MTN number); or
- 083 135 (from any other phone).

For more information you may also visit our website on www.mtn.co.za or follow us on Facebook or Twitter.

