

COMPLAINTS PROCEDURE

1. INTRODUCTION

- 1.1. This complaints procedure deals with complaints in respect of Metro Fibre Network Pty Ltd (“MetroFibre”) services and billing.
- 1.2. MetroFibre is licenced by the Independent Communications Authority of South Africa (“ICASA”) do provide electronic communications services to its customers.
- 1.3. MetroFibre Networkx has developed this document in line with ICASA Regulations.
- 1.4. GigaBiz is a division of MetroFibre Networkx and trades under MetroFibre Networkx as a product specific division;
- 1.5. This Procedure applies to all Service Complaints and Billing Disputes. Complaints shall be in writing and must be directed to:
 - 1.5.1. complaints@gigabiz.co.za
- 1.6. Telephonic complaints to Customer Care Centre will not be accepted as a formal complaint, however, the telephonic recording will support the evidence in the formal written complaint.

2. DEFINITIONS

- 2.1. “Billing Dispute” means an instance where a Customer states in good faith that their bill contains incorrect charges, payments or adjustments. Billing Disputes are a specific form of Complaint dealt with only in terms of the Billing Disputes Procedure set out herein.
- 2.2. “Billing Dispute Notice” means a formal, written notice submitted to MetroFibre Networkx by the Customer via the Billing Dispute Procedure detailed on www.gigabiz.co.za.
- 2.3. “Billing Enquiry” means the situation where the Customer seeks information or clarification relating to an invoice issued by MetroFibre including without limitation seeking clarification of charges or sources of usage. For the avoidance of doubt, a Billing Enquiry is not a Billing Dispute.
- 2.4. “Business Day” means any day other than a Saturday or Sunday or a public holiday observed as such in the Republic of South Africa.
- 2.5. “Service Complaint” means a complaint, protest or grievance made by a Customer, but does not include a Billing Dispute.
- 2.6. “Customer” means a GigaBiz subscriber or potential subscriber.

3. SERVICE COMPLAINTS

- 3.1. A Customer complaint must be made in writing and shall be accompanied by the following;
 - 3.1.1. the Customer’s name, address, internet service provider (“ISP”), email address and other applicable contact details;

- 3.1.2. if known, the Customer's account number or trouble ticket number;
- 3.1.3. detail of the complaint;
- 3.1.4. any relevant evidence or documentation the Customer wishes to submit in support of the Complaint, including emails, information relating to communications, dates of contact with MetroFibre staff and contractors.
- 3.2. MetroFibre Networkx will acknowledge receipt of the Complaint within 48 hours and allocate a reference number in respect of the Complaint.
- 3.3. MetroFibre Networkx will provide a written response to the complaint and including its decision on the outcome of the Complaint within 14 Business Days following receipt of the Complaint.

4. TECHNICAL COMPLAINT

- 4.1. Complaints in relation to technical services, fault logging, and network operations centre queries must first be logged by contacting the call centre or Network Operations Centre. If a fault, query or complaint is not timeously resolved via this channel a complaint can be lodged by following the process set out under section 3 "Service Complaints".

5. BILLING DISPUTES

- 5.1. All Billing Disputes shall be in the form of clause 3.1 above.
- 5.2. Customer shall clearly set out the nature of the Billing Dispute and provide any additional information as may be applicable.
- 5.3. Until such time as the Billing Dispute is resolved, payment of any amount that is not in dispute ("Undisputed Amount") shall not be withheld.
- 5.4. Please note that MetroFibre will not entertain any Billing Dispute based on unauthorised use of the services or on unauthorised use of the services by a third party, as it is the Customer's responsibility to safeguard access to the services received by the Customer and to use such services in the manner set out in the terms and conditions applicable thereto.
- 5.5. MetroFibre shall attempt to resolve the dispute within 14 Business Days.
- 5.6. MetroFibre shall inform the Customer of its investigation and determination in writing.
- 5.7. If it is determined that the Customer must make payment of the Disputed Amount or a portion thereof, the Customer shall be obliged to pay the Disputed Amount, together with any penalties, additional costs/fees within 5 Business Days of the date of determination by MetroFibre to the Complaint.
- 5.8. If MetroFibre determine that the complaint is due to faulty MetroFibre service or its error, MetroFibre shall, in conjunction with Customer:
 - 5.8.1. withdraw the Disputed Amount;

- 5.8.2. refund any overpayments of fee's , or part thereof already paid, or credit the applicable account, as the case may be, against billings in next or future billings t; and
- 5.8.3. provide the Customer with a statement reflecting the adjustment to their account.
- 5.9. MetroFibre Networkx will not disconnect a service provided to the Customer which is the subject of a bona fide Billing Dispute Notice
- 5.10. On determination of a Billing Dispute and subject to applicable laws, the Customer shall have a period of 5 (five) business days to settle any amounts due failing which MetroFibre reserves the right to suspend or terminate the Customer account for non-payment

6. CONFIDENTIALITY

- 6.1. Neither party shall use any information obtained from the other party during the course of any process invoked under the complaints Procedure for any purpose other than the resolution of the particular dispute.

7. REFERRAL OF COMPLAINTS TO ICASA

- 7.1. If the Customer disputes the outcome of the resolution of a Complaint the Customer has the right to escalate the matter to ICASA. If ICASA are not able to resolve the matter it may be referred to the ICASA Complaints and Compliance Committee for adjudication. But please note that in terms of the ICASA Code of Conduct Regulations 2007, the Customer must give MetroFibre an opportunity to resolve the matter within the period specified in this Complaints Procedure before the Customer may escalate the Complaint or Billing Dispute to ICASA.
- 7.2. ICASA can be contacted in the following ways:
 - 7.2.1. telephone: +27 11 566 3000;
 - 7.2.2. fax: +27 11 444 1919; and/or
 - 7.2.3. email: consumer@icasa.org.za