

# ICASA CODE OF CONDUCT AND SERVICE CHARTER

**PATTERN MATCHED TECHNOLOGIES (PTY) LTD**

**INDIVIDUAL ELECTRONIC COMMUNICATIONS NETWORK SERVICE LICENCE**

**No: 0381/IECNS/MAY/2009**

## CODE VERSION SUMMARY

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<b>Approved By:</b>	Henning Viljoen Designation: Managing Director
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## CHANGE HISTORY

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7 December 2023	1.0	Sarah Davis, Bizzamm (Pty) Ltd Designation: company secretary	Basic document outline
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## Table of Contents

<b>Introduction.....</b>	<b>5</b>
<b>Definitions .....</b>	<b>5</b>
<b>Pattern Matched’s Commitments .....</b>	<b>7</b>
<b>Consumer Rights .....</b>	<b>8</b>
<b>Availability of Information.....</b>	<b>9</b>
<b>Billing .....</b>	<b>9</b>
<b>Defective Licensed Service/Product .....</b>	<b>9</b>
<b>Application/Credit Vetting.....</b>	<b>10</b>
<b>Terms and Conditions of Service .....</b>	<b>10</b>
<b>Minimum Service Standards.....</b>	<b>10</b>
<b>Complaints Procedures .....</b>	<b>12</b>
<b>General Complaints Procedure.....</b>	<b>12</b>
<b>Billing Disputes Procedure .....</b>	<b>12</b>
<b>Customer Acknowledgements .....</b>	<b>13</b>
<b>Withholding the Disputed Amount .....</b>	<b>14</b>
<b>Initiating Billing Disputes .....</b>	<b>14</b>
<b>Response to Billing Dispute Notice.....</b>	<b>15</b>
<b>Response Implications .....</b>	<b>16</b>
<b>Continued Service Provision .....</b>	<b>16</b>
<b>Confidentiality .....</b>	<b>17</b>
<b>Referral of Complaints to ICASA.....</b>	<b>17</b>

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**Schedule 1 – Applicable Legislation ..... 19**

## Introduction

1. By the very nature of its Business, Pattern Matched Technologies (Pty) Ltd (“**Pattern Matched**”) wishes to provide Licensed Services to its existing and potential customers (including their End-Users in some instances) (the “**Customer(s)**” and/or “**Subscriber(s)**, context dependent”); and in order to do so, Pattern Matched holds certain licenses issued by ICASA.
2. ICASA requires that all licensees comply with, *inter alia*, the:
  - 2.1. ICASA Code of Conduct Regulations 2008, as amended from time to time, which sets out minimum standards of conduct for licensees in their dealings with consumers and to protect the rights of consumers in the electronic communications market.; and
  - 2.2. ICASA End-User and Subscriber Service Charter Regulations 2009, as amended from time to time, which sets out minimum quality of service standards applicable to services provided to subscribers and potential subscribers(Collectively hereinafter referred to as the “**Regulations**”).
3. Pattern Matched has developed this Code of Conduct in accordance with the Regulations and will commit to compliance therewith in all interactions and exchanges with its Customers insofar as the provisions of the Code of Conduct are applicable to the Customer.
4. The ICASA Code of Conduct and End-user and Subscriber Service Charter Regulations are available in the attached “**Schedule 1 – Applicable Legislation**”.

## Definitions

5. In this Code of Conduct, the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and other words derived from the same origins as such words (that is, cognate words) shall bear corresponding meanings:

- 5.1. **“Billing Dispute”** means an instance where a Customer(s) and Subscriber(s) 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;
- 5.2. **“Billing Dispute Notice”** means a formal, written notice submitted to Pattern Matched by the Customer in terms of clause 20;
- 5.3. **“Billing Disputes Procedure”** mean the billing disputes procedure for the initiation and resolution of Billing Disputes;
- 5.4. **“Billing Enquiry”** means the situation where the Customer(s) and Subscriber(s) seeks information or clarification relating to an invoice issued by Pattern Matched. including without limitation seeking clarification of charges or sources of usage. For the avoidance of doubt, a Billing Enquiry is not a Billing Dispute;
- 5.5. **“Business”** means, *inter alia* in respect of Pattern Matched, as a specialised technical enabler that develops innovative solutions that provide its clients and end users access to mobile enablement, digitalization, financial and electronic communications services;
- 5.6. **“Business Day”** means any day other than a Saturday or Sunday, or a public holiday observed as such in the Republic of South Africa;
- 5.7. **“Business Hours”** means Monday to Friday from 08:00 to 17:00, Saturday 09:00 to 13:00 excluding any public holiday as defined under the Public Holiday Act, 36 of 1994;
- 5.8. **“Code of Conduct”** means this ICASA code of conduct and service charter, as amended from time to time;
- 5.9. **“Complaint”** means a formal, written expression of dissatisfaction or grievance made by a Customer(s) and/or Subscriber(s) in terms of the General Complaints Procedure, but does not include a request for information or a Billing Dispute. Complaints are dealt with only in terms of the Complaints Procedure;
- 5.10. **“Complaints Procedure”** means as contemplated in clause 14 onwards;
- 5.11. **“End-User”** means, in respect of Customer(s) and/or Subscriber(s), an individual or company who ultimately uses or is intended to ultimately use the Licensed Services subscribed for by the Customer;

- 5.12. “**ICASA**” means the Independent Communications Authority of South Africa, established in accordance with the Independent Communications Authority of South Africa Act 13 of 2000, as amended;
- 5.13. “**Licensed Service(s)**” means, *inter alia*, electronic communications services determined or to be determined by the Pattern Matched in due course;
- 5.14. “**License**” means the individual electronic communications network service license (“**I-ECNS**”) granted and issued by ICASA to Pattern Matched under no. 0381/IECNS/MAY/2009 effective from 29 May 2009 and transferred to Pattern Matched on 22 August 2023;
- 5.15. “**Licensee**” means Pattern Matched;
- 5.16. “**POPIA**” means the Protection of Personal Information Act 4 of 2013, as amended;

## Pattern Matched’s Commitments

6. Pattern Matched makes the following key commitments and will endeavour to:
- 6.1. act in a fair, reasonable and responsible manner in all dealings with Customer(s) and Subscriber(s);
- 6.2. ensure that all the Licensed Services and products, where applicable meet the specifications as contained in Pattern Matched’s License and all the relevant laws and Regulations;
- 6.3. not unfairly discriminate against or between Customer(s) or Subscriber(s) on the basis of race, gender, sex, age, religion, belief, dis- ability, ethnic background or sexual orientation;
- 6.4. display utmost courtesy and care when dealing with Customer(s) and Subscriber(s);
- 6.5. provide Customer(s) and Subscriber(s) with information regarding services and pricing;
- 6.6. where requested to do, so provide Customer(s) and Subscriber(s) with guidance with regard to their service needs; and
- 6.7. keep the personal information of Customer(s) and Subscriber(s) confidential unless Pattern Matched is:

- 6.7.1. in possession of written authorisation from the Customer(s) or Subscriber(s) to do so;
- 6.7.2. required to release such information for the purpose of briefing Pattern Matched's auditors, professional advisors or an accredited debt collection agency; and/or
- 6.7.3. otherwise authorised or required by POPIA, any law or an order of Court;
- 6.8. Customer(s) and Subscriber(s) have the right to refer Complaints to ICASA as more fully set out in the Complaints Procedure.

## Consumer Rights

7. The Regulations stipulate the following (non-exhaustive) list of consumer rights held by Customer(s) and Subscriber(s):
  - 7.1. a right to be provided with the required service without unfair discrimination;
  - 7.2. a right to choose the service provider of the Customer(s) and/or Subscriber(s) choice;
  - 7.3. a right to receive information in the Customer(s) and/or Subscriber(s) preferred language (Pattern Matched will do its best to meet this request where reasonable);
  - 7.4. a right to access and question records held by Pattern Matched which relate to the Customer(s) and/or Subscriber(s) relationship with Pattern Matched;
  - 7.5. right to the protection of the Customer(s) and/or Subscriber(s) "Personal Information" in terms of POPIA and any other applicable laws and Regulations, including the right not to have "Personal Information: sold to third parties without the Customer(s) and/or Subscriber(s) express permission;
  - 7.6. a right to port a number in terms of applicable regulations;
  - 7.7. a right to lodge a complaint; and
  - 7.8. a right to redress.

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## Availability of Information

8. The following information can be obtained from the Pattern Matched websites, including: <https://www.patternmatched.com/> or by email request to [info@patternmatched.com](mailto:info@patternmatched.com) (with no charge payable), and is available for inspection at Pattern Matched's offices during Business Hours:
  - 8.1. Pattern Matched's range of Licensed Services/products on offer;
  - 8.2. Tariff rates applicable to each Licensed Service/product offered;
  - 8.3. Terms and conditions applicable to such Licensed Service/product;
  - 8.4. Payment terms;
  - 8.5. Billing, billing processes and the Billing Disputes Procedure;
  - 8.6. General Complaints Procedure, and
  - 8.7. Relevant contact details.

## Billing

9. Pattern Matched will provide the Customer(s) and Subscriber(s) with an itemised bill or invoice on written request or where this is specified as part of the Licensed Services provided to the Customer(s) and Subscriber(s). All billing terms can be found at <https://www.patternmatched.com/terms-and-conditions/>.

## Defective Licensed Service/Product

10. Where a Licensed Service/product is defective, Pattern Matched will investigate the issue and will replace it in accordance with the relevant warranty for that product.

## Application/Credit Vetting

11. Where applicable, Pattern Matched reserves the right to subject any application for Licensed Services and/or products, including variations to existing services and/or products, to credit referencing and analysis by registered credit bureaux, and the Customer(s) and Subscriber(s) explicitly consents to the use of all information supplied by the Customer(s) and/or Subscriber(s) for this purpose and for the purpose of compliance with the National Credit Act 34 of 2005, as amended. Please see for further information: <https://www.patternmatched.com/terms-and-conditions/>.

## Terms and Conditions of Service

12. Pattern Matched will provide the Customer(s) and Subscriber(s) with a copy of the written terms and conditions upon finalisation of a Licensed Service agreement or as soon as is reasonably possible thereafter (the “**Terms and Conditions**”). Where an agreement is entered into telephonically through Pattern Matched’s sales department, a copy of the Terms and Conditions thereof will be provided to the Customer(s) and/or Subscriber(s) within seven (7) Business Days.
  - 12.1. These Terms and Conditions will, *inter alia*, contain clear provisions relating to the nature of the Licensed Service agreement, the minimum duration of the agreement, the manner and notice period for termination and any payments which may be applicable for early termination.
  - 12.2. Where Pattern Matched affects changes to the terms and conditions of any Licensed Service, Pattern Matched will inform the Customer(s) and/or Subscriber(s) of such changes in writing within a fair and reasonable period.

## Minimum Service Standards

13. Pattern Matched will, subject to events and conduct that are reasonably within its control:
  - 13.1. provide a minimum of 99.90% (ninety nine point ninety percent) network service availability measured over twelve (12) months;
  - 13.2. provide a minimum of 99.90% (ninety nine point ninety percent) service availability measured over twelve (12) months;

- 13.3. attain a 99.90% (ninety nine point ninety percent)% (ninety percent) success rate in meeting requests for installation and activation of service for qualifying Licensed Services applicants within thirty (30) Business Days of request, while meeting the balance of requests within forty (40) Business Days of request.
- 13.4. provide full reasons to the Customer(s) and/or Subscriber(s) where Pattern Matched is not able to meet a request for Licensed Services within the time periods within seven (7) Business Days of receipt of request for same;
- 13.5. attain a 99.90% (ninety nine point ninety percent)% (ninety percent) success rate within seven (7) Business Days in meeting requests for activation of a Licensed Service, while meeting the balance of requests within fifteen (15) Business Days of request, provided that the applicant is within Pattern Matched's specified coverage area;
- 13.6. provide full reasons to the Customer(s) and/or Subscriber(s) where Pattern Matched is not able to meet a request for activation within the time periods, within seven (7) Business Days of receipt of request for same;
- 13.7. maintain an average of 99.90% (ninety nine point ninety percent)% (ninety percent) 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;
- 13.8. respond within three (3) minutes (averaged over twelve months) to any call directed to the Pattern Matched's support department ( support@patternmatched.com/ 1st line: (+27) 83 465 2628 / 2nd line: (+27) 72 385 9442 ); and
- 13.9. monitor its network 24 hours a day, 7 days a week, 364/5 days a year.
- 13.10. Customer(s) and/or Subscriber(s) acknowledge that Pattern Matched is directly dependent on network and other services provided by third parties in providing the services and meeting the standards set out above, and that Pattern Matched 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.

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## Complaints Procedures

### General Complaints Procedure

14. This Procedure applies to all Complaints other than Billing Disputes, which are dealt with in terms of the Billing Dispute Procedure set out below.

- 14.1. The Customer is required to direct a formal Complaint to [support@patternmatched.com](mailto:support@patternmatched.com).
- 14.2. The Complaint is required to be accompanied by the following:
  - 14.2.1. the Customer(s) and/or Subscriber(s) full particulars and contact details;
  - 14.2.2. Customer(s) and/or Subscriber(s) relationship with Pattern Matched, together with any Customer(s) and/or Subscriber(s) reference numbers or details which may be applicable;
  - 14.2.3. a statement of the reasons for the Complaint, with enough detail to allow Pattern Matched to assess these; and
  - 14.2.4. any relevant evidence or documentation the Customer wishes to submit in support of the Complaint.
- 14.3. Following the Regulations, Pattern Matched will:
  - 14.3.1. acknowledge receipt of the Complaint within three (3) Business Days of the Complaint and allocate a reference number; and
  - 14.3.2. determine an outcome for the Complaint and communicate this to the Customer(s) and/or Subscriber(s) in writing within fourteen (14) Business Days of receipt of the Complaint.

### Billing Disputes Procedure

15. General
  - 15.1. Billing Enquiries should be directed to [accounts@patternmatched.com](mailto:accounts@patternmatched.com) and Complaints not related to Billing Disputes are dealt with under the Complaints Procedure set out above.

- 15.2. The Customer(s) and/or Subscriber(s) expressly acknowledges and agreed that:
- 15.3. any charge recorded on an invoice which is not submitted in accordance with this Billing Disputes Procedure is payable in full to Pattern Matched by the due date of that invoice;
- 15.4. an amount that is not in dispute (“**Undisputed Amount**”) cannot be withheld for any reason, including without limitation when that amount is on an invoice together with an amount that is in dispute (“**Disputed Amount**”);
- 15.5. the Billing Disputes Procedure is only triggered when Pattern Matched receives a Billing Dispute, and it is only after this that the Customer(s) and/or Subscriber(s) may withhold payments of the Disputed Amount only as set out in clause 18; and
- 15.6. Billing Enquiries, Complaints and requests for information are not considered to be Billing Disputes and do not trigger this Billing Disputes Procedure. Billing Enquiries should be directed to [accounts@patternmatched.com](mailto:accounts@patternmatched.com). Complaints are dealt with under the Complaints Procedure set out above, and requests for information can be sent to info@patternmatched.com.
- 15.7. Please note that Pattern Matched 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) and/or Subscriber(s)’s responsibility to safeguard access to the services received by the Customer(s) and/or Subscriber(s) and to use such services in the manner set out in the terms and conditions applicable thereto.

### Customer Acknowledgements

16. The Customer(s) and/or Subscriber(s) expressly agrees to allow Pattern Matched to attempt settlement of any Billing Dispute within fourteen (14) Business Days before raising a dispute with any third party, credit card Pattern Matched or bank. Pattern Matched requires and Customer(s) and/or Subscriber(s) expressly agrees that Pattern Matched will be the first option in Billing Disputes. Should Pattern Matched receive a chargeback or other reversed charge from a third party, credit card Pattern Matched or bank on behalf of the Customer(s) and/or Subscriber(s) before Pattern Matched has been given a chance to resolve the Billing Dispute, then Pattern Matched has the right to collect on the rendered services and any fees associated with those charges.

17. Not all Billing Disputes may be settled to the Customer(s) and/or Subscriber(s)'s satisfaction. Once this Billing Disputes Procedure has been exhausted, a Customer(s) and/or Subscriber(s) may use any third party, credit card Pattern Matched or bank in an attempt to settle the dispute. However, Pattern Matched still retains the right to collect on any rendered services or fees that are due. Should Pattern Matched be unable to reverse any disputed amounts with a third party, credit card Pattern Matched or bank, Pattern Matched will submit the full delinquent amount for collection.

#### **Withholding the Disputed Amount**

18. The Customer(s) and/or Subscriber(s) may only withhold payment of a Disputed Amount where Pattern Matched receives a valid Billing Dispute Notice relating to such Disputed Amount at least five (5) Business Days prior to the due date recorded on the relevant invoice.

#### **Initiating Billing Disputes**

19. A Billing Dispute Notice may be lodged in the manner set out herein until the passing of thirty (30) calendar days from the date of the relevant invoice.
20. The Customer(s) and/or Subscriber(s) is required to direct a formal Billing Dispute Notice to [accounts@patternmatched.com](mailto:accounts@patternmatched.com).
21. The Billing Dispute Notice is required to be accompanied by the following:
  - 21.1. the Customer(s) and/or Subscriber(s)'s full particulars and contact details;
  - 21.2. the Customer(s) and/or Subscriber(s)'s relationship with Pattern Matched, together with any Customer(s) and/or Subscriber(s) reference numbers or details which may be applicable;
  - 21.3. invoice number and date;
  - 21.4. the Disputed Amount;
  - 21.5. the Undisputed Amount;

- 21.6. a statement of the reasons for the Billing Dispute, with enough detail to allow Pattern Matched to assess these; and
- 21.7. any relevant evidence or documentation the Customer wishes to submit in support of the Billing Dispute.

### **Response to Billing Dispute Notice**

22. In terms of the Regulations, Pattern Matched will acknowledge receipt of the Billing Dispute Notice within three (3) Business Days and allocate a reference number.
23. Pattern Matched shall provide a formal response with its determination to the Billing Dispute Notice within fourteen (14) Business Days following receipt of the Billing Dispute Notice.
24. Pattern Matched may request additional information or documentation from the Customer(s) and/or Subscriber(s) lodging the Billing Dispute Notice, which information or documentation is reasonably required to assist Pattern Matched in deciding in the matter. The Customer(s) and/or Subscriber(s) shall provide such information or documentation as soon as possible, and the running of the fourteen (14) Business Day period will be suspended until such time as the requested information or documentation has been received by Pattern Matched.
25. Pattern Matched's will assess the Billing Dispute, and send to the Customer(s) and/or Subscriber(s) its response (and reasons for such determination), which shall take one of the following forms:
  - 25.1. a confirmation that the Billing Dispute is valid, and a statement indicating such adjustments as may be necessary; OR
  - 25.2. a rejection of the Billing Dispute Notice on the basis that:
    - 25.2.1. The Billing Dispute Notice was not received by Pattern Matched within thirty (30) calendar days of the date of the relevant invoice, as required in clause 18;
    - 25.2.2. The Billing Dispute Notice does not contain all of the information required, as set out in clause 20, or was not submitted in the required manner, as set out in clause 20;

- 25.2.3. The Customer(s) and/or Subscriber(s) has not made payment of any Undisputed Amounts, and does not have the right to withhold payment of any Disputed Amounts in accordance with clause 17;
- 25.2.4. Pattern Matched has confirmation from the Customer(s) and/or Subscriber(s) that the Billing Dispute which is the subject of the Billing Dispute Notice has been resolved;
- 25.2.5. The Customer(s) and/or Subscriber(s) is disputing any charges on the basis of unauthorised use of the services or on unauthorised use of the services by a third party; or
- 25.2.6. Pattern Matched reasonably believes that the Customer(s) and/or Subscriber(s) does not have a bona fide dispute in relation to Billing Dispute submitted.
- 25.3. Any alternate resolution that Pattern Matched deems appropriate.

### **Response Implications**

26. If stipulated is Pattern Matched's response in terms of clause 25 that the Customer(s) and/or Subscriber(s) must make payment of the Disputed Amount or a portion thereof, the Customer(s) and/or Subscriber(s) must pay the Disputed Amount, or such indicated portion within five (5) Business Days of the date of the Pattern Matched's response.
27. If stipulated under Pattern Matched's response in terms of clause 25 that Pattern Matched must withdraw the Disputed Amount or refund a fee already paid, Pattern Matched must as soon as practicable:
- 27.1. Provide the Customer(s) and/or Subscriber(s) with a statement reflecting the adjustment to their account. It is intended that this adjustment will be contained on the next invoice issued to the Customer(s) and/or Subscriber(s), but the parties acknowledge that this may be delayed due to timing issues with the response and Pattern Matched's standard billing terms; or
- 27.2. credit any Disputed Amount already paid by the Customer.

### **Continued Service Provision**

28. Pattern Matched will not disconnect a service provided to the Customer(s) and/or Subscriber(s) which is the subject of a Billing Dispute Notice or take adverse collection procedures or impose late payment penalties or charges, while attempting to resolve a Billing Dispute lodged in terms of the Billing Disputes Procedure and until such time as Pattern Matched has reached a determination and communicated this to the Customer, provided that Undisputed Amounts are paid timeously.
29. Pattern Matched reserves the right, however, to take such measures mentioned in clause 27 immediately:
- 29.1. Where a determination of the Billing Dispute has been made and communicated to the Customer(s) and/or Subscriber(s); or
- 29.2. Where the Customer(s) and/or Subscriber(s) has indicated that they are unable to pay the invoice or bill or have filed or are the subject of any application to court for sequestration or liquidation, or otherwise seek to reach a formal arrangement with their creditors.
30. Subject only to the above, the rights and obligations of each party under the Billing Disputes Procedure continue pending resolution of a Billing Dispute invoked under this Billing Disputes Procedure. For the avoidance of doubt, this includes that Pattern Matched shall continue to have the right to terminate or suspend the service in accordance with Pattern Matched's rights under the agreement that the Customer(s) and/or Subscriber(s) has with Pattern Matched.

### **Confidentiality**

31. Neither party shall use any information obtained from the other party during the course of any process invoked under the Billing Disputes Procedure for any purpose other than the resolution of the particular Billing Dispute.

### **Referral of Complaints to ICASA**

32. If the Customer(s) and/or Subscriber(s) is not happy about the outcome of a Complaint or a Billing Dispute, the Customer(s) and/or Subscriber(s) has the right to escalate it to ICASA. If ICASA are not able to resolve the matter it may be referred to the ICASA Complaints and Compliance Committee for adjudication.

33. Please note that in terms of the Regulations, the Customer must give Pattern Matched an opportunity to resolve the matter within the period specified in this Complaints Procedure before the Customer(s) and/or Subscriber(s) may escalate the Complaint or Billing Dispute to ICASA.
  
34. ICASA can be contacted in the following ways:
  - 34.1. telephone: 011 566 3000; 33.2.
  - 34.2. fax: 011 444 1919; and/or
  - 34.3. email: [consumer@icasa.org.za](mailto:consumer@icasa.org.za)

## Schedule 1 – Applicable Legislation

1. Code of Conduct Regulations, 2008 - <https://www.ellipsis.co.za/service-licensing/icasa-code-of-conduct-regulations/>
2. End-user and Subscriber Service Charter Regulations, 2009 - <https://www.ellipsis.co.za/end-user-and-subscriber-service-charter/>