

Code of Practice for Maranyane Digital Solutions

1. Scope and Objective

This Code fulfils a requirement at law but the ultimate objective of the Code is the enhancement and maintenance of a high standard of ethical and professional practice within Maranyane Digital Solutions community, which shall make adoption of this Code a mark of quality.

The scope of this Code is to:

- establish confidence in and encourage the use of the Internet;
- improve the completeness and accuracy of disclosure to users of the Internet;
- provide standards of confidentiality and privacy afforded to users of the Internet;
- provide a transparent mechanism for complaint handling for the Internet industry and ensure that complaints against Maranyane Digital Solutions are handled in a fair and efficient manner;
- promote positive user relations with the Internet industry.

2. Terminology and Interpretation

‘Authority’ means the Botswana Communications
Regulatory Authority (BOCRA);

‘Code’ means this Code of Practice;

‘Customer’ includes any present or prospective customer;

‘Service or services’ means online access to the Public Internet and associated services

3. Honesty in Trading

Maranyane Digital Solutions shall present themselves and their services honestly and shall not make false, misleading or exaggerated claims. They shall at all times make available to customers a clear, written statement of rates, description of service and conditions of contract.

- 3.1 Maranyane Digital Solutions shall at all times provide customers with sufficient information to enable them to make informed decisions;
- 3.2 Such information shall be clear, accurate, comprehensible, easily accessible and written in plain and intelligible language, avoiding use of technical terms wherever possible;

- 3.3 Information about terms and conditions of service shall be identified as such and clearly distinguished from advertising and marketing material;
- 3.4 Maranyane Digital Solutions shall provide customers with at least the following information:
- (a) its services and all the relative charges applicable, indicating any tax or levy which may be applicable at the time;
 - (b) the full name, permanent address of the place of trade or business, contact telephone numbers and e-mail address of Maranyane Digital Solutions;
 - (c) the method of calculation of applicable charges;
 - (d) where a fee is due on a regular basis, the frequency of its falling due;
 - (e) the terms and conditions of Service;
 - (f) instructions on connecting to, and making basic use of, the service;
 - (i) any other relevant information which may assist the customer in contacting Maranyane Digital Solutions.

4. Standards of Service

Maranyane Digital Solutions shall publish and make available to customers a clear description of each service type offered together with the standards expected. They shall at all times maintain, and strive to improve, the stated levels of service.

- 4.1 Maranyane Digital Solutions shall ensure that their services meet any such minimum standards as may be established from time to time by law
- 4.2 Maranyane Digital Solutions shall give adequate notice to their customers of any planned interruptions of service, and at least one month's notice to all customers prior to winding up of their operations.
- 4.3 Maranyane Digital Solutions shall maintain the following minimum standards of service:
- (a) consistent and reliable access to the service;
 - (b) a help-line to deal with difficulties which customers may encounter when using their services, the availability of which should be clearly stated.
 - (c) overall accessibility to the service by customers of at least 99.5% of the time over the duration of a calendar year excepting circumstances outside the Maranyane Digital Solutions' control or *force majeure*.
 - (d) if service redirection has been contracted for, redirection of service facilities for a reasonable time and at reasonable cost to customers changing to another ISP.
- 4.4 Maranyane Digital Solutions shall not discriminate unduly between persons or classes of persons in the provision of their services or any related matters and shall provide equal access to all customers.
- 4.5 Maranyane Digital Solutions shall not arbitrarily refuse or discontinue a service to customers unless authorised to do so by law, or where a customer is in breach of the law or the contract of service. Authorised refusal or discontinuance of a service shall be done in a fair and proportionate manner.

5. Fair Competition

Duty to act fairly.

- 5.1 Maranyane Digital Solutions shall compete in a fair and honest manner in conducting their business.
- 5.2 MARANYANE DIGITAL SOLUTIONS shall not discredit or disparage other Maranyane Digital Solutions in any manner whatsoever.

6. Legal and Responsible Trading

Maranyane Digital Solutions shall at all times abide by all applicable laws, their legal and contractual commitments with their customers and with this Code.

- 6.1 Maranyane Digital Solutions shall at all times ensure that their employees have a reasonable knowledge and understanding of, and comply with, the legislation applicable to Maranyane Digital Solutions as well as with this Code.
- 6.2 Nothing in this Code shall be interpreted so as to exonerate Maranyane Digital Solutions from any obligation arising under Maltese law.
- 6.3 Maranyane Digital Solutions shall co-operate with the competent authorities regarding any request by the latter for co-operation or assistance as entitled by law.
- 6.4 Maranyane Digital Solutions shall provide relevant information in relation to their subscriber base to the Authority on a regular basis.

7. Acceptable Use Policy

Maranyane Digital Solutions shall publish and adhere to an Acceptable Use Policy, which shall, in all cases be a condition of sale.

- 7.1 The Acceptable Use Policy is to include, as a minimum:
 - (a) Information to customers about their legal obligations and liabilities in making use of the services provided by Maranyane Digital Solutions;
 - (b) Information to customers about the responsibilities of Maranyane Digital Solutions in ensuring that customers adhere to their legal obligations;
 - (c) A statement of the remedial measures required to be taken by Maranyane Digital Solutions in respect of defaulting customers;
 - (d) A description of practices which are abusive and therefore prohibited;
 - (e) The limits of liability of Maranyane Digital Solutions in the provision of such information as may be contained in the Acceptable Use Policy.

8. Respect of Confidentiality

Maranyane Digital Solutions shall preserve the confidentiality of the proprietary information and communications of their customers and prohibit the improper access to and/or use of such information and communications.

- 8.1 Maranyane Digital Solutions shall respect the confidentiality of their customers and refrain from disclosing any proprietary information without the customer's prior consent.
- 8.2 Maranyane Digital Solutions shall comply at all times with data protection

legislation.

- 8.3 Maranyane Digital Solutions shall prohibit the improper access to and/ or usage of the abovementioned information and communications.
- 8.4 Maranyane Digital Solutions shall equip themselves in such manner as to reasonably ensure the confidentiality of the information relative to their customers and their communications.

9. Unrestricted and open interconnection

Maranyane Digital Solutions undertake to adhere to the principle of unrestricted and open interconnection.

- 9.1 Maranyane Digital Solutions shall interconnect to other local ISP networks through a National Internet Exchange, as designated by the Authority and as per legal requirements, so as to ensure proper, functional and efficient communications between Internet users.

10. Dispute Resolution

Maranyane Digital Solutions shall strive to broaden the public understanding and enhance public confidence in the Internet Industry. Maranyane Digital Solutions shall address any complaint and bring it to a fair and satisfactory resolution.

10.1 Maranyane Digital Solutions shall establish fair, quick, informal and effective internal procedures to address customer complaints. Such procedures shall be free of charge to the customer and without prejudice to any remedies the customer has at law.

10.2 Maranyane Digital Solutions shall provide customers with the details of their complaint handling procedures.

10.3 If a complaint is not settled amicably or within a reasonable time, the customer may then lodge his complaint in writing to Authority for resolution. The Authority in deciding any such complaint shall adhere to the principles of natural justice and shall in particular ensure that each party is given adequate opportunity to state its case. The Authority's decision shall be binding on the ISP and shall be without prejudice to the right of the customer to seek other remedies at law.

10.4 Maranyane Digital Solutions shall maintain a detailed list of any complaints that have arisen and must provide such details to the Authority upon request. The details should include:

- (a) the nature of the complaint;
- (b) the identity of the complainant (subject to data protection legislation);
- (c) the measures taken to remedy the cause of the complaint;
- (d) the status of the complaint, or if concluded, the outcome.

11. Illegal and Harmful Content

Maranyane Digital Solutions shall inform customers about safeguards against harmful content.

- 11.1 Maranyane Digital Solutions shall publish information about how customers may take adequate precautions to protect themselves from computer misuse and illegal and harmful content on the Internet.

- 11.2 Maranyane Digital Solutions shall publish adequate warnings to customers on virus attacks and threats of a similar nature of which they are sufficiently aware.
- 11.3 Maranyane Digital Solutions shall take such reasonable steps as are necessary to provide customers with information regarding supervision and control of minors' access to Internet content, and the procedures which customers may implement to control this
- 11.4 The onus for implementing any such safeguards rests solely with the customer.

12. Obligation to Inform Customers about Adherence to Code

- 12.1 Maranyane Digital Solutions shall ensure that customers are informed of their adherence to the Code and will as a matter of course provide such information with any Internet service agreement made with a customer.
- 12.2 Maranyane Digital Solutions shall ensure that the Code is easily accessible to customers at all times. In this regard Maranyane Digital Solutions shall include a prominent link to the terms of this Code on Maranyane Digital Solutions' homepage.