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Code of Conduct

FOR

MORUBETSI PROJECTS

IT Services • Wireless Internet • Landline • CCTV

Morubetsi
Projects

Prepared By

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Morubetsi Projects

1. INTRODUCTION

Morubetsi Projects provides electronic communications services to its subscribers in accordance with its IECNS and IECS licences issued by the Independent Communications Authority of South Africa (ICASA).

ICASA requires that all licence-holders comply with, among others, the following:

1. **ICASA Code of Conduct Regulations, 2008**, which outline minimum standards of conduct when providing services to subscribers or potential subscribers; and
2. **ICASA End-User and Subscriber Service Charter Regulations, 2016**, which set out minimum quality-of-service standards applicable to such services.

Morubetsi Projects has developed this Code of Conduct in line with these regulations and commits to upholding these standards in all interactions with consumers. This Code applies to Morubetsi Projects and operates in accordance with its ICASA licences.

2. DEFINITIONS

“Business Day” – Any day other than a Saturday, Sunday, or public holiday in South Africa.

“Business Hours” – 08h00 to 16h00 on business days.

“Client” – A subscriber or potential subscriber of Morubetsi Projects.

“Equipment” means any CPE or hardware installed at the client premises.

3. MAIN PLEDGES

Morubetsi Projects undertakes to:

3.1 Treat clients with courtesy and care at all times.

3.2 Refrain from unfair discrimination on the basis of race, gender, age, belief, disability, ethnicity, or sexual orientation.

3.3 Act fairly, responsibly, and transparently in all dealings with clients.

3.4 Provide clients with accurate and up-to-date information regarding services and pricing.

3.5 Assist clients with service-related advice where needed.

3.6 Ensure that all products and services comply with licence conditions and applicable laws.

3.7 Protect clients' personal information, except where disclosure is:

- Authorized in writing by the client;
- Required for auditors, legal advisors, or accredited debt collectors; or
- Required by law or court order.

4. CONSUMER RIGHTS

Clients have the right to escalate complaints to ICASA as outlined in the Procedure for Complaints.

According to ICASA regulations, clients have the right to:

- 4.1 Receive services without unfair discrimination.
- 4.2 Choose the service provider of their choice.
- 4.3 Receive information in their preferred language where reasonably possible.
- 4.4 Access and query their records held by Morubetsi Projects.
- 4.5 Have their personal data protected and not sold to third parties without consent.
- 4.6 Port their number where applicable.
- 4.7 Lodge complaints.
- 4.8 Receive fair redress.

5. INFORMATION AVAILABILITY

The following information may be requested at info@morubetsiprojects.co.za at no charge:

- 5.1 Full list of available services and products.
- 5.2 Tariffs and pricing.
- 5.3 Terms and conditions of service.
- 5.4 Payment terms.
- 5.5 Billing processes and dispute procedures.
- 5.6 Complaint procedures.
- 5.7 All relevant contact details.

6. BILLING

Morubetsi Projects will provide itemised bills or invoices upon request.

Billing terms are also included on official invoices.

Billing is final unless formally disputed in writing within **7 days** of invoice.

Failure to pay by the due date may result in **immediate suspension**, reconnection fees, and recovery costs.

Morubetsi Projects reserves the right to **charge interest** on overdue amounts

7. DEFECTIVE ITEMS

Warranty claims are handled strictly in accordance with the manufacturer's terms.

Morubetsi Projects is **not responsible** for damage caused by lightning, power surges, poor client wiring, tampering, misuse, or third-party interference.

Call-out fees may apply even during warranty assessments.

8. TERMS AND CONDITIONS OF SERVICE

Morubetsi Projects will provide the client with electronic terms and conditions within seven (7) business days after installation.

8.1 Service Nature

All services are provided on a **best-effort basis**.

Morubetsi Projects does **not guarantee**:

- uninterrupted service,
- specific upload/download speeds,
- latency,
- coverage in all areas,
- speed consistency,
- or compatibility with client equipment.

8.2 Limitation of Liability

Morubetsi Projects is **not liable** for:

- loss of profit, revenue, business, or data;
- network downtime caused by third-party failures, loadshedding, weather, vandalism, theft, or infrastructure faults;
- client losses caused by client negligence or failure to secure equipment;
- damages to property during installation unless caused by proven gross negligence.

8.3 Client Responsibilities

The client agrees to:

- provide safe access to the installation site;
- ensure internal wiring and home networks are compliant and functional;
- ensure their premises have lightning protection;
- Protect all Morubetsi Projects equipment installed on-site;
- NOT move, tamper with, or uninstall equipment;
- NOT use the service for illegal or prohibited activities.

8.4 Equipment Ownership

- All equipment remains the property of Morubetsi Projects unless paid for in full.
- Failure to return company equipment after cancellation will result in charges or legal action.
- The client is responsible for protecting equipment from theft, lightning, power surges, vandalism, or misuse.

8.5 Service Suspension

Morubetsi Projects reserves the right to suspend service immediately if:

- payments are overdue,
- equipment is at risk or tampered with,
- If illegal activity or abuse is detected,
- the network is affected by the client's actions.

8.6 Indemnity

The client indemnifies Morubetsi Projects against:

- all legal claims,
- damages,
- losses,
- liabilities,
- or costs arising from the client's use of the service,
- or breach of the Terms and Conditions.

9. MINIMUM SERVICE STANDARDS

Morubetsi Projects will, subject to circumstances beyond its control:

- 9.1 Provide a minimum of 95% network availability averaged over six months.
- 9.2 Provide a minimum of 95% service availability averaged over six months.
- 9.3 Achieve a 90% success rate in completing installations within 30 business days for qualifying applicants.
- 9.4 Provide reasons to clients where service requests cannot be met within 7 business days of request.
- 9.5 Activate services for qualifying clients within 7 business days (90% of cases).
- 9.6 Provide reasons for activation delays within 7 business days.
- 9.7 Maintain a 90% fault-clearance rate within 3 business days, with remaining faults cleared within 6 business days.
- 9.8 Monitor the network 24/7/365.

Clients acknowledge that Morubetsi Projects depends on third-party infrastructure, and cannot be held liable for failures caused by such third parties.

10. CONTRACTUAL TERMS AND CONDITIONS

- 10.11 The client is solely responsible for ensuring that all devices connected to the service have up-to-date antivirus and security protection. Morubetsi Projects will not be liable for any loss, damage, corruption of data, or security breaches resulting from the client's failure to maintain proper protection.
- 10.12 The client is fully responsible for the safety and protection of all installed equipment, including but not limited to lightning protection, power-surge protection, secure mounting, and prevention of theft or vandalism. Any damage resulting from lightning, electrical surges, misuse, tampering, or inadequate protection will be for the client's account.
- 10.13 All equipment supplied or installed by Morubetsi Projects remains the sole property of Morubetsi Projects until paid for in full. Morubetsi Projects reserves the right to recover or deactivate equipment in cases of non-payment, cancellation, or breach of contract.

10.14 Failure to return company-owned equipment within seven (7) days of cancellation or termination will result in the client being billed the full replacement value of the equipment. Morubetsi Projects reserves the right to take legal action or open a criminal case for non-return, theft, or unlawful possession of company property.

10.15 Payments are due on or before the 7th of each month. Non-payment may result in immediate suspension or disconnection of the service without further notice. A reconnection fee, full settlement of arrears, and proof of payment may be required before service is restored.

10.16 Reselling, sharing, sub-letting, or transferring the service to any third party—whether for profit or not—is strictly prohibited. Any such action constitutes a material breach and may result in immediate termination of service.

10.17 Clients are liable for all legal, administrative, and debt-collection fees incurred as a result of overdue accounts or failure to settle outstanding balances. Morubetsi Projects may hand the account over for collection without further notice.

10.18 Clients may not use the service for any unlawful, malicious, abusive, harmful, or disruptive purposes. The client may not engage in activities that impair, overload, degrade, or interfere with network performance. Violation may result in immediate suspension or termination, and may be reported to the appropriate authorities.

10.19 Limitation of Liability

Morubetsi Projects shall not be liable for any direct, indirect, incidental, consequential, or punitive damages, including loss of profit, loss of business, loss of income, loss of data, or any other loss arising from the use of, or inability to use, the service—regardless of the cause. This includes failures caused by third-party network providers, load-shedding, weather, theft, vandalism, or any event outside the reasonable control of Morubetsi Projects.

10.20 Indemnity

The client hereby indemnifies and holds harmless Morubetsi Projects, its employees, contractors, and partners against any and all claims, damages, losses, liabilities, expenses, or legal actions arising from:

- the client's use of the service,
- breach of these Terms & Conditions,
- damage to equipment,
- illegal usage of the network,
- or any negligent or intentional act by the client.

10.21 Network Abuse and Fair Usage

Morubetsi Projects reserves the right to restrict, limit, or terminate service where the client:

- uses excessive bandwidth,
- engages in activities that degrade network performance,
- hosts servers, hotspots, or public WiFi without permission,
- runs prohibited software or devices,
- or uses the service in any manner that impacts other users.

Morubetsi Projects may apply shaping, throttling, suspension, or technical controls at its discretion.

10.22 Tampering and Unauthorized Access

Any tampering with equipment, antennas, cabling, routers, PoE injectors, or network configurations is strictly prohibited.

If tampering is detected:

- services may be terminated immediately,
- call-out fees and repair costs may be charged,
- legal action may be taken if equipment is damaged or compromised.

10.23 Service Interruptions Beyond Our Control

The client acknowledges that service availability may be affected by:

- load-shedding,
- weather (wind, storms, lightning),
- upstream provider outages,
- fibre cuts,
- tower downtime,
- maintenance,
- theft of infrastructure.

Morubetsi Projects is not liable for outages caused by such events and is not obligated to compensate clients for downtime.

10.24 Access to Premises

Clients must grant Morubetsi Projects safe access to their premises when required for installation, maintenance, or equipment recovery.

Refusal of access may result in:

- suspension of service,
- recovery fees,
- legal action for the retrieval of company-owned equipment.

10.25 Client Internal Network Not Covered

Morubetsi Projects is not responsible for:

- internal WiFi issues,
- client-owned routers,
- device compatibility problems,
- poor internal cabling,
- interference inside the client's home or office.

These are the sole responsibility of the client. Any assistance rendered may be billed.

10.26 Force Majeure

Morubetsi Projects shall not be held liable for failure to perform any obligation due to circumstances beyond its control, including but not limited to:

- natural disasters,
- power failures,
- riots, unrest,
- government actions,
- pandemics,

- infrastructure failures.

10.27 Disputes and Jurisdiction

All disputes must be submitted in writing within 7 days of the incident.

Any legal proceedings shall be brought before a South African court within the jurisdiction of Morubetsi Projects' registered office.

10.28 Modification of Terms

Morubetsi Projects reserves the right to amend, update, or change these Terms & Conditions at any time.

Continued use of the service constitutes acceptance of the revised terms.

10.29 Non-Refund Policy

Morubetsi Projects does not provide refunds for:

- downtime caused by external factors,
- termination due to breach,
- prepaid services,
- installation labour,
- The equipment damaged by the client.

10.30 Call-Out Charges

Any visit requested due to client-side issues—including router configuration, power problems, internal WiFi issues, or accidental damage—will incur a call-out fee at the standard rate.