



GRAPEVINE GROUP

Code of Conduct and Service Charter

INTRODUCTION

Grapevine Group (“Grapevine”) holds ECNS and IECNS licences issued by the Independent Communications Authority of South Africa (ICASA).

It is an ICASA requirement that all licence-holders comply with, inter alia, the:

- ICASA Code of Conduct Regulations 2008, which sets out minimum standards of conduct when providing services to subscribers or dealing with potential subscribers; and
- ICASA End-user and Subscriber Service Charter Regulations 2009, which sets out minimum quality of service standards applicable to services provided to subscribers and potential subscribers.

Grapevine’s Code of Conduct and Service Charter has been developed to be aligned with these Regulations as well as generally accepted best practice and strives to follow this in its interactions with its clients.

KEY COMMITMENTS

Grapevine will endeavour to:

- Always act in a reasonable and responsible manner in all dealings with clients;
- Always act with courtesy and care in all dealings with client
- Ensure that its services and products comply with relevant laws and regulations;
- Not unfairly discriminate against or between clients on any basis;
- Ensure information on services and products is available on the [Grapevine website](#) and further services information, guidance and pricing information is available on request;
- Only use, store, transfer and dispose of client’s personal and confidential information as stated in the Grapevine Privacy Policy, available [here](#).

Clients have the right to refer Complaints to ICASA as set out below.

CONSUMER RIGHTS

Grapevine endeavours to uphold Consumer rights as set out in The ICASA Code of Ethical Conduct 2016, available [here](#), and The ICASA End-user and Subscriber Service Charter Regulations is available [here](#).

GRAPEVINE INFORMATION AVAILABILITY

Information needed on Grapevine's range of services, products, pricing, payment terms, billing processes and billing dispute handling procedure, complaints handling procedure and relevant contact details is available:

- On the Grapevine website, available [here](#)
- By email request to: info@vine.co.za
- At the company's registered offices, being Grapevine House, Steenberg Office Park, Silverwood Close, Tokai, 7945, during business hours (09:00 – 17:00).

CLIENT ONBOARDING PROCEDURES

Per Grapevine policy, any application for services and/or products will be subject to credit referencing and analysis by a registered credit bureau, and the client consents to the use of all information supplied for this purpose and for the purpose of compliance with the National Credit Act 34 of 2005.

GRAPEVINE STANDARD TERMS AND CONDITIONS

Grapevine Standard Terms and Conditions is available on our website, [here](#) or on request from info@vine.co.za.

Any changes to these terms and conditions will be made available on the website, together with a notice of the change, and will apply 30 days after the updated terms have been published on the website.

MINIMUM STANDARDS

Grapevine will, subject to events and conduct beyond its reasonable control, endeavour to uphold the following service levels:

- Email: Maximum time lag from scheduled start to actual service delivery start – 10 minutes
- Email: Maximum time from actual service delivery start to status report log entry – 15 minutes
- Emails are deemed by Grapevine and the client to have been successfully delivered if the remote mail server receives the full message content without a specific failure report during the SMTP session.
- SMS: Maximum time lag from scheduled start to actual service delivery start – 1 minute
- SMS: Max. time from actual service delivery start to status report log entry – 48 hours
- SMS's are deemed by Grapevine and the client to have been successfully delivered if the SMSC receives the full message content without a specific error message after the SMPP submission. USSD: Maximum time lag from USSD request to response received by user – excludes time to request and receive response from customer's systems and mobile network latency/delays – 5 seconds.

The mobile operators place a limit on the maximum time for a single USSD session, ranging between 30 – 60 seconds for a timeout period, and 2-5 minutes maximum session time, depending on the network.

- Service level response times during office hours (09:00 - 17:00):

Severity	Response Period	Resolution Period
Severity 1	1 hour	4 hours
Severity 2	2 hours	6 hours
Severity 3	4 hours	8 hours

- Service level response times during non-office hours (17:00 - 09:00, weekends and SA Public Holidays):

Severity	Response Period	Resolution Period
Severity 1	2 hours	6 hours
Severity 2	2 hours	10 hours
Severity 3	4 hours	15 hours

Where Incident Severity is defined as:

Severity 1: Critical Incident. Complete System Failure - An entire live Platform has failed e.g. No Service and /or No Content is available.

Severity 2: Major Incident. Service seriously affected - The situation is affecting the client service-level and/or causing major problems e.g. multiple SMS and/or late SMS.

Severity 3: Minor Incident. Service not functioning properly – It includes incorrect operation of minor functionality, cosmetic errors or components that are infrequently used, and problems which can feasibly be worked around.

- monitor its network and servers on a continuous and uninterrupted basis
- provide a minimum of 95% service availability measured over six (6) months;
- provide full reasons to the client where Grapevine is not able to meet a request for service activation within the time periods specified in their written agreement;

In order to provide services and products, Grapevine is required to make use of services from mobile network operators and other third-party providers. Grapevine has endeavoured to procure reliable and dedicated services from these providers. However, if any of these service providers interrupt their services to Grapevine, where such interruptions are beyond the control of Grapevine, then the service levels defined in this agreement shall cease to apply until full resumption of the services.

The client expressly acknowledges and agrees that the use of Grapevine services and products is at its own risk and that such services are provided “as is” and “as available” without any warranties or conditions whatsoever, express or implied. Grapevine will use commercially reasonable efforts to process and deliver services and products, but makes no warranty or guarantee that such services and products will be continuous at all times and as such 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 mobile network operators or other third parties.

CLIENT FEEDBACK

For any queries or complaints relating to this Code of Conduct, please contact info@vine.co.za.

This Code of Conduct forms part of the Terms and Conditions applicable to the use of Grapevine’s services and products.