

EOH Mthombo (Pty) Ltd – Billing Disputes Handling Procedure

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Purpose of this Procedure

1. This Procedure sets out the obligations of EOH and the Customer in resolving a Billing Dispute, including the manner in which Billing Disputes should be lodged and how they will be handled thereafter.
2. EOH's Billing Dispute Handling Procedure is intended to service the interests of both the Customer and EOH, by setting out clear rules and procedures to be used where Billing Disputes may occur.

Definitions

"Billing Dispute" means an instance where a Customer states in good faith that their bill contains incorrect charges, payments or adjustments.

"Billing Dispute Notice" means a notice submitted by the Customer in terms of this Procedure.

"Billing Disputes Handling Procedure" and **"this Procedure"** mean this Billing Disputes Handling Procedure for the initiation and resolution of Billing Disputes.

"Billing Enquiry" means the situation where the Customer seeks information or clarification relating to an invoice including without limitation seeking clarification of charges or sources of usage. For the avoidance of doubt, this is not a Billing Dispute.

"Business Day" means any day other than a Saturday or Sunday or a public holiday observed as such in the Republic of South Africa;

"Complaint" means an expression of dissatisfaction or grievance made by a Customer, but does not include a request for information. A Complaint is not a Billing Dispute.

General

3. Any charge recorded on an invoice (the subject of a Billing Dispute) which is not submitted in accordance with this Procedure is payable in full to EOH by the due date of the invoice.
4. For the avoidance of doubt, the parties expressly acknowledge and agree that:
 - 4.1. 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")).

- 4.2. Only Billing Disputes can trigger the Billing Disputes Handling Procedure (and the potential right to withhold payment of Disputed Amounts from EOH as set out below).
- 4.3. Billing Enquiries and Complaints are not Billing Disputes and do not trigger the Billing Disputes Handling Procedure. Billing Enquiries should be directed to accounts@eoh-ns.co.za, and Complaints are dealt with under the EOH Complaints Handling Procedure.
5. Please note that EOH will not entertain any Billing Dispute based on unauthorised use of the services or on unauthorised use of the services by a third party, it being the Customer's responsibility to safeguard access to the services which they receive and to use them in the manner set out in the terms and conditions applicable thereto.

Customer's obligations to first use this Procedure

6. As a current or prior subscriber of EOH, the Customer agrees to allow EOH to attempt settlement of any Billing Dispute for fourteen (14) Business Days before raising a dispute with any third party, credit card company or bank. EOH requires and Customer agrees that EOH be the first option in Billing Disputes. Should EOH receive a chargeback or other reversed charge from a third party, credit card company or bank on behalf of the Customer before EOH has been given a chance to resolve the Billing Dispute, EOH has the right to collect on the rendered services and any fees associated with those disputes.
7. Not all Billing Disputes may be settled to the Customer's satisfaction. Once this Procedure has been exhausted, a Customer may use any third party, credit card company or bank in an attempt to settle the dispute. However, EOH still retains the right to collect on any rendered services or fees that are due. Should EOH be unable to reverse any disputed amounts with a third party, credit card company or bank, EOH will submit the full delinquent amount for collection.

Time period within which Billing Disputes can be initiated

8. A Billing Dispute Notice may be lodged in the required manner until the passing of thirty (30) calendar days from the date of the relevant invoice.

Circumstances under which payment of a Disputed Amount may be withheld

9. The Customer may only withhold payment of a Disputed Amount where EOH 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.

Billing Dispute Notice

10. A Billing Dispute can only be validly initiated through the submission of a valid Billing Dispute Notice by sending an email to accounts@eoh-ns.co.za
11. The Billing Dispute Notice should clearly set out:
 - 11.1. Invoice number and date;
 - 11.2. The amount in dispute ("the Disputed Amount");
 - 11.3. The amount not in dispute ("the Undisputed Amount");
 - 11.4. The full details of the dispute; and

11.5. Any relevant evidence or documentation the Customer wishes to submit in support of the Complaint.

Response to Billing Dispute Notice

12. In terms of the ICASA Code of Conduct Regulations, EOH will acknowledge receipt of the Complaint within three (3) Business Days.
13. EOH shall provide a response to the Billing Dispute Notice within fourteen (14) Business Days, which response shall take one of the following forms:
 - 13.1. A rejection of the Billing Dispute Notice on the basis that:
 - 13.1.1. The Billing Dispute Notice was not received by EOH within thirty (30) calendar days of the date of the relevant invoice;
 - 13.1.2. The Billing Dispute Notice does not contain all of the information set out in clause 11 of this Billing Dispute Procedure or was not submitted in accordance with clause 10;
 - 13.1.3. The Customer has not made payment in accordance with (and does not have a right to withhold payment) in terms of clauses 3, 4.1 and 9 of this Procedure;
 - 13.1.4. EOH has confirmation from the Customer that the dispute which is the subject of the Billing Dispute Notice has been resolved;
 - 13.1.5. The Customer is disputing the charges on the basis that the Customer did not authorise the particular use of the services by another person; or
 - 13.1.6. EOH reasonably believes that the Customer does not have a *bona fide* dispute in relation to the charges.
 - 13.2. A request for information or documentation from the Customer lodging the Billing Dispute Notice, which information or documentation is reasonably required to assist EOH in making a determination in the matter – the Customer 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 it has been received by EOH.
 - 13.3. A determination of the Billing Dispute and the reasons for such determination.

Resolution, Agreement or Determination

14. If stipulated under EOH's response under clause 13 that the Customer must make payment of a Disputed Amount, the Customer must pay the Disputed Amount within five (5) Business Days of the date of the determination.
15. If stipulated under EOH's response under clause 13 that EOH must withdraw the disputed charge or refund a disputed charge previously paid, EOH must as soon as practicable:
 - 15.1. Provide the Customer with an adjustment to their account reflecting the decision above. It is intended that this adjustment will appear on the next invoice issued to the Customer (which the Customer must pay in accordance with the agreement for services that it has with EOH), but the parties acknowledge that this may be delayed due to timing issues with the decision and EOH's standard billing terms; and
 - 15.2. Credit any Disputed Amount already paid by the Customer.
16. Where a resolution or determination is made in accordance with clauses 15.1 or 15.2 then, subject to either party meeting the payment obligations specified in such resolution or determination, the

Billing Dispute will be deemed to be resolved and EOH will have no further obligations in relation to the Billing Dispute.

Effect of this Procedure on continued service provision

17. EOH will not disconnect a service provided to the Customer which is the subject of a Billing Dispute or take adverse collection procedures or impose late payment penalties or charges while attempting to resolve a Billing Dispute lodged in terms of this Procedure and until such time as EOH has reached a determination and communicated this to the Customer.
18. EOH reserves the right, however, to take such measures immediately:
 - 18.1. Where a determination of the Billing Dispute has been made and communicated to the Customer; or
 - 18.2. Where the Customer 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.
19. Subject only to the above, the rights and obligations of each party under the Billing Dispute Procedure continue pending resolution of a Billing Dispute invoked under this Billing Dispute Procedure. For the avoidance of doubt this includes that EOH shall continue to have the right to terminate or suspend the service in accordance with EOH's rights under the agreement that the Customer has with EOH.

Confidentiality

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

Referral of Billing Disputes to ICASA

21. If the Customer is not happy about the outcome of the Complaint, the Customer has the right to escalate it to ICASA. If ICASA cannot resolve the matter it may be referred to the ICASA Complaints and Compliance Committee for adjudication.
22. ICASA can be contacted in the following ways:
 - 22.1. Telephone: 011 566 3000;
 - 22.2. Fax: 011 444 1919; and/or
 - 22.3. email: consumer@icasa.org.za.