

CBC EMEA LIMITED CODE OF PRACTICE FOR CONSUMER AFFAIRS

1. INTRODUCTION

This Code of Practice for consumer affairs (this “Code”) is published pursuant to Condition 6 of the **Internet Services Provision Licence** (the “Licence”), granted to CBC EMEA Limited (“CBC” or the “Company”). The provisions of this Code are in addition to and not in reduction of the obligation of CBC under the Licence and under the Nigerian Communications Act (the “Act”). Nothing in this Code affects your statutory rights and this Code does not form part of a contract or collateral contract between CBC and you.

1.1 Who We Are

CBC EMEA is a Systems Integrator and licensed Internet Service Provider offers a broad range of Services and Products that suit Individuals, Educational Institutions, Small and Medium Enterprise as well as Corporate bodies in Nigeria.

CBC has been granted Internet Service Provision ISP and Provisional VSAT Earth Station Network Frequency license by the Nigerian Communications Commission (the “Commission”), to deliver broadband internet services via microwave, fibre and satellite across Nigeria. CBC satellite internet is branded ClickSAT.

The service via fibre and microwave rides on leased major national carriers’ backbone link that is based on the Synchronous Digital Hierarchy (SDH) infrastructure rings of the multiple carriers (we ensure 2 Carriers to each PoP). Service via Satellite technology rides on leased capacity from three NCC licensed international satellite space stations namely: Avanti Communication Plc, Eutelsat S.A and Yahsat.

1.2 Objectives of the Code

Pursuant to the Consumer Code of Practice Regulations 2007, Nigerian Communications Commission (NCC) has mandated all licensed telecommunications service providers in Nigeria to publish a Consumer Code of Practice.

This Code of Practice reflects CBC commitment to ensuring that our customers receive the best possible service at all times and responses to queries are dealt with quickly and fairly. A veritable tool for attaining our commitment to our customers is by conceiving and ensuring a very high level of customer responsiveness in our operations.

In this regard this Code of Practice describes the provision of complete and accurate information to consumers for services; advertising and representation of services; consumer billing, charging, collection and credit practices; consumer obligations; protection of consumer information; complaints handling; and code compliance. The Code gives a general overview of services proffered to consumers; Concise information on contacting us about our services and subscribing to any of our services; Comprehensive list of all consumers’ rights and obligations; The Code also gives guidance in cases of complaints or disputes and includes an explanation of adjudication arrangements that provide a free,

convenient and effective way of resolving disputes that can't be resolved between the customer and CBC.

1.3 Licence Conditions

It is a condition of the Licence for CBC to ensure that its customers and employees are properly guided in respect of disputes or complaints relating to its provision of services, and the time frame for handling complaints through this procedure. The obligation imposed on the Company by the Licence is in line with the ethics and business practice of the Company.

1.4 Code Administration

The Code will be administered by CBC in line with guidelines from NCC as well as reviews that are to be agreed and communicated by the Commission based on feedbacks at Consumer Forums and Consumer Affairs Bureau that may be set-up by NCC from time to time.

1.5 Code Amendment

CBC may amend this Consumer Code from time to time to conform to set guidelines that may be required by Law or by NCC.

2. QUALITY OF SERVICE

2.1 CBC shall comply with the standards of quality developed for the industry by the Commission. This shall be in consonance with our commitment to delivering service of the very highest quality to our customers.

2.2 CBC shall provide the service contracted with the customer within any agreed service supply timelines.

3. PROVISION OF INFORMATION TO CONSUMERS

3.1 General Information

3.1.1 CBC will provide its customers with complete, accurate, and up-to-date information in simple and clear language, on its current products and

services, as well as tariffs and rates where applicable. We shall also inform customers of the terms and conditions for all services offered so that customers can make informed choices regarding our products and services.

3.1.2 CBC shall ensure that customer requests for information on our products and services are responded to in a timely manner and provided free of charge. Such information to be provided shall include the following:

- (a) Current service arrangements, including rates and terms and conditions for all services offered, readily available in print and electronic format shall be provided upon request by customers;
- (b) CBC services that are subject to price or tariff regulation by the Commission shall be described in service tariff pages which shall be available upon request by customers;
- (c) Service tariffs are subject to regulation by the NCC. Where any law or regulation then in force requires the input of customers before tariffs are changed, CBC will provide its customers with sufficient information to enable them participate as required.

3.2 Information Regarding Contract

3.2.1 CBC shall make available on request, a copy of a contract or agreement for the provision of services, set out in plain and clear language.

3.2.2 CBC shall ensure that prospective customers receive full information on the terms and conditions applicable to the service prior to the provision of the service. Such information will include the applicable rates or charges, the services covered by the charge and information on the elements of the charge and method of its calculation; the frequency of the charge or other circumstances that give rise to the charge; and whether the charges or elements thereof are subject to change from time to time. Where such charges are subject to change, the customer will be informed of the circumstances of such changes.

3.2.3 All contracts for service itself shall contain information regarding the following:

3.2.3.1 Information of the term of the contract (the commencement date; minimum contract term; minimum contract period and manner

and consequences of termination; situation when early termination is possible and the method of calculating charges payable on such early termination.

3.2.3.2 The conditions and terms of renewal of the contract, if applicable.

3.2.3.3 Terms and conditions relating to situations that may give rise to interruption, suspension or discontinuation of the service.

3.2.3.4 Terms and conditions relating to the delivery, installation or activation of the service.

3.2.3.5 Conditions and terms of, and fees chargeable for the disconnection and reconnection of services.

3.2.3.6 Information on the service quality level offered, the waiting time for initial connection and any service areas and coverage maps if available.

3.2.3.7 Information regarding any compensation, refund or other arrangements which may apply if contracted quality service levels are not met.

3.2.3.8 The procedures and methods of resolving disputes in respect of the service contract.

3.2.4 Information on any contractual warranty relating to the services and how such warranty may be obtained. In addition, information on maintenance services offered by CBC shall be provided to the customer prior to the parties entering into a contract for services.

3.2.5 Where a contract for services is subject to upgrade options, CBC will provide its customers with clear and complete information regarding the upgrade terms, including any changes in service performance and any fees or charges resulting from the upgrade.

3 .3 Descriptions of Services:

CBC has services ranging from IP Dedicated Access and a host of other services, and our catalogue continues to expand. For detailed

description and pricing of our services, please send an email to customercare@cbcemea.com

3.4 Fault Repair and Service Interruption

3.4.1 Customers shall make complaints for service interruptions in accordance with CBC complaint handling procedure as stated in Paragraph 7 of this Code

3.4.2 CBC shall ensure that fault repairs are carried out in accordance with relevant fault repair standards set out in the Commission's Quality of Service Regulations (or as otherwise directed by the Commission from time to time) or as documented in service order forms provided to the customer.

3.4.3 CBC shall ensure that prospective customers receive full information on service interruption and compensation in terms of service credits and this shall be adequately stated in the applicable Service Order Forms.

4. ADVERTISING AND REPRESENTATION OF SERVICES

4.1 CBC shall comply with the Advertising Practitioners Council of Nigeria's (APCON) Code of Advertising Practice and all applicable Rules and Regulations with respect to advertising and representation of the promotion of its services to the general public.

4.2 CBC shall ensure:

4.2.1 That all known or reasonably foreseeable geographical or technical limitations with respect to availability of services or which may affect the performance of services to consumers is clearly indicated on advertising materials used in the promotion of a service.

4.2.2 That all known or reasonably foreseeable limitations with respect to a service offering shall be clearly stated in its advertising materials if such a limitation will restrict the service offering to:

(a) a particular group of people;

- (b) a partial zone, region or other geographical area within the country; (c) a particular period of time; or
- (d) through the limited availability of equipment, facilities or other materials.

4.3 That it is able to supply all components of a service package which it represents as part of that package and where it is unable to do so, to provide information on any limitations in the advertising materials. Further to the above, where the price of such component is indicated in the advertising material, CBC shall include a statement on the minimum total charge for the package as well as any conditions applicable thereto.

4.4 That it shall not engage in unsolicited telemarketing marketing without express consent of the subscribers.

5. CONSUMER BILLING, CHARGING, COLLECTION AND CREDIT PRACTICES

5.1 The purpose of this section is to describe CBC Customer billing, charging, collection and credit practices in line with the Nigerian Communication Commission's (NCC) General Consumer Code of Practice.

5.2 The objective of CBC policy on Customer billing, charging, collection and credit practices is to ensure that:

5.2.1 Billing is accurate and timely and that the billing accuracy is verifiable. Sufficient information shall be provided on the invoices for verification by the customer;

5.2.2 Upon request, the customer is provided with timely, accurate and current information on CBC billing terms and conditions as well as options which are relevant to the customer;

5.2.3 Records of customer invoices and related charges are retained for an least 12 (twelve) months;

5.3 CBC shall ensure that customer bills shall include sufficient information including but not limited to the following:

5.3.1 Customer billing name and address;

5.3.2 CBC business name, address and registered number;

5.3.3 Bill number as a unique identifier;

- 5.3.4 The billing period;
- 5.3.5 Description of the charges based on the contract to which the bill applies;
- 5.3.6 Total amount billed, applicable credit, discounts, and net amount payable by the customer;
- 5.3.7 The date on which the bill is issued, any bill or refund payment date, the methods of bill payment;
- 5.3.8 Standard practice for handling customer complaints and billing inquiries;
- 5.3.9 Processes guiding the bill delivery & retention, billing period and delayed bills;
- 5.3.10 Guidelines for billing enquiries, Customer complaints, penalties for non-payment of bills.

5.4 Customers shall have access to bills as specified in the Customer's contract agreement. Customers may also be able to access their bills through the following means:

- i. By hand delivery of hard copies to the Customer's billing address;
- ii. Upon request, bills may also be sent to the Customer by email;
- iii. Upon request, bills may be delivered to the Customer by Post.

5.5 CBC shall ensure that itemized details contained in previous bills are available for a period of 12 (twelve) months or any longer period as specified by law or any applicable regulation or guideline of the Commission.

5.6 Customer shall not be charged for bills or billing related information, except where the Customer requests information not provided under the General Code of Practice of the Commission, or requests for bills or a record of related charges more than 12 (twelve) months old.

5.7 Bills shall be issued within 30 (thirty) days of the closure of each period except where otherwise agreed in the contract with the Customer, in which case, the bills shall be issued as provided in the service contracts. A bill shall include all charges incurred during the billing period except where:

- (i) there exists a separate agreement with the Customer to the contrary;
or
- (ii) there is a delay as a result of CBC inclusion of information from other suppliers or service providers in the bill; or
- (iii) there is a delay as a result of a change initiated by the Customer, such as where the Customer has requested a different billing frequency or billing period; or

- (iv) there is a delay as a result of the suspension of charges that are in dispute;
or
- (v) there has occurred a billing system or processing problem, in which case the problem shall be rectified and bills issued without undue delay and in accordance with any time periods identified by the Commission;
or
- (vi) billing is delayed by circumstances beyond the reasonable control of CBC.

5.8 CBC shall ensure that Customers are able to verify their bill payment through designated Account Managers;

5.9 CBC shall provide Customers with sufficient advance notification of any proposed changes in billing periods.

5.10 Where a customer has not paid all or part of a bill for services provided, any measure take by CBC shall:

- (i) be proportionate and not unduly discriminatory; and
- (ii) be accompanied by appropriate warning to the Customer in advance of any resulting service interruption or disconnection; and
- (iii) Confine any service interruption or disconnection to the service (s) concerned, as far as technically feasible.

“Appropriate warning” means a notice in writing, giving the customer notice of service interruption or disconnection delivered via email, or by letter addressed to the customer at his last known address. The notice shall also confirm the time frame not being less than the time frame stated in the customer’s service contract with CBC.

5.11 All billing enquiries shall be directed to the Sales Manager or designated Customer Account Manager either in writing or via telephone or email addresses as provided in the relevant invoice.

5.12. CBC shall not impose any disconnection or credit management action regarding disputed charges for a service in the course of investigation of the complaint or dispute and the customer shall be obliged to make payments for undisputed outstanding amounts.

5.13.CBC shall specifically notify the Customer where it intends to disconnect or take any credit management action regarding a disputed charge before such disconnection or action is taken.

6. PROTECTION OF CONSUMER INFORMATION

6.1 Purpose

The purpose of this section is to reaffirm our obligation to the protection of consumer information. CBC also recognizes its responsibility in instances of permitted disclosure of consumer information in certain instances of the “authorized interception of communications” by the Commission.

6.2 Collection and Use of Consumer Information

CBC may collect details relating to a customer only if relevant and necessary for the provision of the service or product that CBC is engaged to provide, or for other legitimate purposes made known to the customer prior to the time the details are collected. In the course of our business and in the provision of our services, the Company collects information on its customers and in certain cases, information on end users are disclosed to us by our customers. In this part of the Code, references to the collection of information include collection of details by active request or inquiry and collection of details by passive recording of actions or activity.

CBC will use details relating to a customer only for permitted purposes which include:

- CBC internal marketing, billing or other purposes necessary for the provision of the service;
- Purposes made known to the customer prior to the time the details are collected;
- Other purposes with the prior consent of the customer whether given expressly or impliedly.

CBC may also be required to disclose confidential information about a customer where disclosure is mandated or required. Instances of this include; where disclosure is required by Law or by a Court of Law; where disclosure is

required by a statutory organization (such as the Police); where disclosure is required by a regulatory body (such as the Commission); or where disclosure is in the Public Interest or in the interest of the Company to disclose.

6.3 Protection of Confidential Information

CBC is committed to the protection of our customers' confidential information and ensuring the prevention of unauthorised access and use of such information. We take appropriate measures, applying both technological and organisational measures to protect Confidential Information made available to us.

At CBC, we go beyond the legal requirements for the protection of customer information and adopt measures that reflect high ethical standards which exceed legal and regulatory requirements.

CBC will take all reasonable steps, having regard to the nature of the information, to ensure that information collected in relation to a customer:

- To the extent that it comprises business records or details in relation to a particular individual, can be checked by the customer.
- Is factual to the extent disclosed by the customer and recorded consistently, and if necessary, kept up to date.
- Is kept secure, both by technological means and by the application of organisational procedure.
- Is disclosed only in accordance with firmly established procedure and with appropriate care.

CBC and its employees shall not disclose any proprietary or confidential information or a trade secret obtained in the course of the provision of its services or products to a customer, to a competitor of that customer, or other third party, without the consent of the customer or in instances of permitted usage.

CBC employees sign on to CBC internal code on the protection of confidential information, which creates an obligation on each employee to ensure compliance with the company's policy on confidentiality. CBC

agrees to take all reasonable steps necessary to ensure fulfillment of this obligation.

6.4 Roles and Responsibilities of the Regulatory Department

All external requests for subscriber information in accordance with these provisions shall be addressed to:

Company Secretary
CBC EMEA LIMITED
CBC Towers, 10/11 Olubunmi Owa Street
Lekki Penninsula Scheme
Phase 1, Lagos
Nigeria

7. COMPLAINTS HANDLING PROCEDURES

7.1 Objectives

CBC maintains Customer Complaints Handling procedures which ensure that:

- 7.1.1 Information on CBC complaint handling processes is provided in various media and formats and is easily understandable;
- 7.1.2 Customers are aware of, and can easily identify how a complaint may be lodged and any changes in the Complaint Handling Process shall be made available to the customer.
- 7.1.3 CBC shall ensure that customers with physical disabilities or other special needs are able to access its Complaint Handling Process either by themselves or their authorized representatives or assigns.
- 7.1.4 Timelines are established for the resolution of complaints;
- 7.1.5 A Dispute resolution process is established, including the right of the Customer to refer any complaint to the Commission if dissatisfied with the resolution of the complaint by CBC.

7.2 CBC Complaint Handling Procedure

- 7.2.1 CBC operates a customer service desk, free of charge, which is reachable 24 hours via telephone phone numbers 09060748473 and 09094998830 on WhatsApp

- 7.2.2 CBC provides its customer's access to contact its enquiry and complaint handling desk via email to customercare@cbcemea.com / customercare@clicksat.net Access to information on frequently asked questions and product and services information shall be communicated via internet on www.cbcemea.com.
- 7.2.3 Before a consumer contacts our support desk, the consumer is advised to ensure that they have details of the service subscribed to, consumer's mobile number, username (if any) and summary of the complaint. This will enable CBC process and resolve their complaints quickly. Verbal complaints are seen as acknowledged at the time complaint is communicated. All complaints shall be lodged and can be tracked using a unique number communicated to the consumer at the time of lodging the complaint
- 7.2.4 All customer complaint(s) would be treated with the highest degree of professionalism by CBC customer facing staff and with deference to the customer's right to complain.
- 7.2.5 CBC shall acknowledge written complaints and act on these within times frames set out in the Commission's Quality of Service Regulations (or as otherwise directed by the Commission from time to time). CBC shall take reasonable efforts to ensure that the response to the complaints is in the manner requested by the customer. Non-written complaints shall be taken as acknowledged at the time the complaint is communicated to CBC.
- 7.2.6 Where possible, CBC shall advise a customer when a complaint is made, of the expected actions and timing for investigating and resolving the complaint. In the event that CBC regards the complaint as frivolous or vexatious, the customer shall be informed accordingly and if dissatisfied the customer shall have the further recourse described below. In any event, no customer complaint shall remain unresolved for more than three (3) months.
- 7.2.7 Complaint handling processes shall be provided free of charge. However, CBC may impose a reasonable charge for complaint handling processes where investigation of the complaint requires the retrieval of records more than twelve (12) months old, and where that retrieval results in any incremental expense or significant inconvenience. Any such charges shall be identified, communicated and agreed with the consumer before billing.

- 7.2.8 CBC shall have an appropriate system of recording complaints and the outcomes of such complaints and shall ensure that the system is in conformity with the Commission's Quality of Service Regulations.
- 7.2.9 Complaints made by customers shall be recorded, tracked, analysed and categorized in order to ascertain the cause of complaint and prevent a reoccurrence. CBC shall upon request by Customer provide such record in a language and form easy to understand
- 7.2.10 CBC shall provide its customers with sufficient information and the means to inquire on the progress of complaints made and shall advise the customer of the outcome of the investigation of their complaint, and any resulting decision.
- 7.2.11 Complaint handling processes shall be provided free of charge except where investigation of the complaint requires the retrieval of records more than twelve (12) months old, and where that retrieval will result in incremental expense or significant inconvenience to the Licensee the consumer shall agree to such cost before it is incurred
- 7.2.12 CBC shall ensure that information collected and recorded in the complaint handling processes is retained for a minimum period of twelve (12) months following resolution of such complaint.

7.3 Customer Records

- 7.3.1 All records pertaining to customer requests received would be logged on a database and the information therein will be archived from time to time and stored to enable ease of retrieval for future reference.
- 7.3.2 All logged queries shall carry a reference number, which the customer or Customer handling staff can use to call up the query at any time in the future.

7.4 Escalation by Dissatisfied Customer

7.4.1 A customer is not satisfied with the resolution process provided by CBC may escalate the complaint to:

The CEO
CBC EMEA LIMITED
CBC Towers, 10/11 Olubunmi Owa Street
Lekki Penninsula Scheme
Phase 1, Lagos
Nigeria

7.4.2 Where all afore-mentioned options to resolve a complaint is exhausted without a successful resolution, the customer may within sixty (60) days, escalate the complaint to the Commission.

8. ARBITRATION

8.1 The Commission offers a simple, quick, informal and inexpensive arbitration scheme under the Nigerian Communication Commission Dispute Resolution Guidelines 2004.

8.2 A customer who is dissatisfied with the outcome of the CBC dispute resolution mechanism may apply to the Commission for an arbitration of the matter in dispute and shall comply strictly with the provisions of the aforementioned Guidelines.

8.3 An aggrieved Customer will however be required to indicate his preferred avenue for the resolution of the dispute (i.e. either the regular courts or arbitration) as these options are mutually exclusive.

9. CODE COMPLIANCE

9.1 CBC Responsibilities

CBC shall ensure that it adheres to the provisions of this code and all other statutory and regulatory instruments governing the provision of service to its customer. CBC shall similarly do all that is reasonably within its powers to ensure that its employees and other third parties engaged by CBC to provide service to customers observe a similar level of compliance.

9.2 Compliance Monitoring and Reporting

As a customer-centric organization, CBC maintains internal mechanisms to monitor compliance with its obligations under this Code. CBC shall ensure that customers are able to take advantage of these internal monitoring mechanisms to facilitate compliance with its obligations set out in this Code.

9.3 Customer Complaints regarding Compliance

Customers who are dissatisfied with the resolution of their complaints or who otherwise have reasons to believe that any provisions of this code has been breached shall obtain immediate redress by escalating such complaints as detailed in this code. While CBC shall ensure that all customer complaints escalated in accordance with this code are resolved to the customer's satisfaction; a customer dissatisfied with the steps taken shall be at liberty to escalate the complaint to the Consumer Contact Center or other mechanism maintained by the Commission for the resolution of complaints.

9.4 Industry Complaints

9.4.1 CBC operates under strict ethical guidelines which require that it competes fairly and ethically. Competitors and trade partners who have any reason to believe that they have been unfairly treated by CBC are entitled to have their complaints resolved to the mutual satisfaction of all parties.

9.4.2 Complaints by trade partners shall be resolved in accordance with the provisions of the trade or other agreement between CBC and the concerned trade partner.

9.4.3 Complaints by competitors shall be resolved in accordance with the provisions of the relevant statutory and regulatory instruments (including, but not limited to the Competition Practices Regulations for the time being in force).

9.5 Nigerian Communications Commission Investigations

Consistent with its commitment to ensure full compliance with all statutory and regulatory instruments, CBC shall extend full co-operation to the Commission in its investigation activities pursuant to Part 3 of chapter V and other relevant provisions of the Nigerian Communications Act and other instruments in that regard.

9.6 Appeals Process

The escalation process detailed in this code shall constitute the appeals process for the resolution of disputes. This shall however be without prejudice to the rights of customers dissatisfied with the outcome of the resolution process to appeal to the Customer Contact Center or other mechanism provided by the Commission for redress under such terms, and within such frameworks as the Commission may prescribe.

9.7 Confidentiality

9.7.1 CBC shall maintain the highest level of confidentiality in the provision of services to its esteemed customers and in the resolution of disputes arising from the provision of such services.

9.7.2 For the avoidance of doubt, CBC shall observe the confidentiality obligations set out in this Code in the resolution of disputes.

10. CONSUMER OBLIGATIONS

10.1 To enable us provide the highest quality of service to our customers, CBC will request its esteemed customers to faithfully comply with relevant statutory and regulatory instruments governing the use of telecommunication facilities. For the purpose of this Code of Consumer Practice, the following obligations have been highlighted by the Commission:

10.1.1 Customers are bound by CBC terms of service which they have signed and returned to CBC or which they have clearly accepted, either by accepting the terms of service or by receiving service after its terms have been provided to the customer.

10.1.2 Customers are not authorized to re-sell any service provided by CBC without its formal authorisation.

11. AVAILABILITY OF THE CODE

This would be made available on all CBC emea websites for internet service provision.