

COMPATEL NIGERIA LIMITED

CODE OF PRACTICE

1.1 Purpose of the Code Nigerian Communications Commission (NCC) has advised all licensed telecommunications service providers in Nigeria to provide a Consumer Code of Practice. This Code of Practice: Describes the main services we provide to our customers; Explains how to contact us about these services and how you can subscribe to our services; Explains the customers' rights and obligations; and Describes what to do if you have a complaint, how we will resolve it, and what you can do if you are not satisfied with our response.

1.2 Application of the Code This Code is applicable to the provision of Value Added Services to the telecommunications industry based on the Value Added Service License obtained by COMPATEL from the NCC. It has been developed by COMPATEL in line with the established NCC's General Code of Practice.

1.3 Code Administration The Code will be administered by COMPATEL 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 that may be set-up by NCC from time to time.

1.4 Code Amendment- COMPATEL may amend this Consumer Code from time to time to conform to set guidelines that may be required by Law or by the NCC.

2. PROVISION OF INFORMATION TO CONSUMERS

2.1 General Separate minimum periods will apply to the service we supply to you and to other users depending on the pricing option and service you choose. The minimum service duration or period of service for some of our services is a daily request while the maximum period of service for our services is 30 days (renewable

on expiry). For our SMS services, the service will begin on the day you purchase the service via SMS as activation is done almost immediately.

2.2 Service Contracts & Duration Prior to requesting the service, every subscriber will be expected to read our terms and conditions which details full terms under which we provide products and services to our customers. It governs the contractual relationship between us and if any discrepancy exists between the Service Contract and Consumer Code of Practice, the Service Contract shall take precedence. A copy of our standard Service Terms is available for download at <http://www.compatel.com/docs>

2.3 General Description of Services We have a lot of services ranging from Ring Back Tones, SMS Infotainment Content such as News, Sports, Forex, Bible, Prayer, Islamic services, Bulk SMS sharing, and a host of other services as our service catalogue expands almost daily.

For detailed description and pricing of our services, please send an email to support@compatel.com

2.4 Contract Terms & Information A sample of our contract terms and related information can also be made available upon request.

3. ADVERTISING AND REPRESENTATION OF SERVICES

3.1 Advertising Practitioners Council of Nigeria (APCON) All marketing materials shall be prepared in line with the standard advertising codes from APCON as well as the Consumer Affairs departments of NCC.

3.2 Availability of Service: COMPATEL services are not available on all mobile networks and as our services are network dependent, services will be restricted to certain areas within Nigeria where mobile network service is available.

3.3 Advertising of Packaged Services

3.3.1 Where COMPATEL represents in advertising materials that a service is provided as part of a package, it shall ensure it is able to supply all components of the service package. In the event that COMPATEL is or may be unable to supply any component of the package, appropriate information about this limitation shall be included in the advertising materials.

3.3.2 Where advertising materials indicate the price of a component of a service package, COMPATEL shall include in the advertising materials a statement of the minimum total charge for the package, and indicate any conditions that may apply to obtain the component at the stated price.

4. CONSUMER BILLING (i) All services is paid for via credit available on the subscribers' phone. Once service is requested for, the money is deducted from the balance of the customer's account. (ii) Unless otherwise promoted or advertised, we will normally bill you upfront (in advance) for any charges for the duration of the service.

5. CONSUMER OBLIGATIONS

5.1 Acceptance of Licensee Terms Consumers shall be bound by COMPATEL's terms of service once service is requested for. By activating the service on commencement date, you are deemed to have accepted our service terms.

5.2 Misuse of Service Consumers shall not misuse our services, including but not limited to: dishonestly obtaining services; or using services to send messages that are obscene, threatening or otherwise contrary to applicable laws or regulation.

6. PROTECTION OF CONSUMER INFORMATION. We take reasonable care to prevent any unauthorized access to your personal information. COMPATEL recognizes the importance of clients' privacy. We use personal information that we

collect from customers in accordance with strict procedures and laws of the Federal Republic of Nigeria. We have set out below some important information about the personal information we may hold about you, and how we use it. Full details of our Privacy Policy are available on the following webpage: <http://www.compatel.com/docs>

6.1 Changes to our Privacy Policy We may make changes to our Privacy Policy from time to time. Your continuing use of any of our services indicates your agreement to the use of your personal information as set out in this Privacy Policy document.

6.2 Maintaining Data Quality We take due care in ensuring that personal information provided by you are retained and processed in a manner that ensures that this information is accurate, relevant and current for the purpose for which it is to be used for.

7. COMPLAINTS HANDLING

7.1 Information to Consumers If you are unhappy with our service please contact us and let us know. It is through your feedback that we are able to review and improve the overall service we provide. If you have a complaint, our formal internal complaints procedure is outlined below. We are wholly committed to addressing all complaints, fully and fairly, and in a reasonable time frame.

7.2 Fault Process COMPATEL operates a customer service desk which is reachable during working hours (9:00am – 5:00pm) via telephone and outside working hours via e-mail. All COMPATEL subscribers can contact the help desk via telephone: +2348033076506 email: support@compatel.com. Before you contact our support desk please make sure that you have handy the service you are subscribed to, your mobile number, your username (if any) and summary of the complaint. This will enable us process and resolve your complaints promptly.

7.3 Resolution Time We aim to deal with problems as quickly as possible. If there is no resolution within 24Hours our help desk will inform you of a cause of action.

7.4 Escalation If you need to escalate a complaint about the way we have handled any aspect of your account or the way you have been treated when contacting the technical support or Customer Service desks you may escalate by writing detailing the nature of the complaint to: COMPATEL Nigeria Limited 2, Siji Soetan Street, Lekki Peninsula Phase 1, Lagos.

7.5 Contacting You When we need to contact you, we will use your e-mail address, mobile or fixed phone number. We will contact you to advice on the outcome of an investigation to any complaint which our help desk agents were unable to resolve during the initial telephone call.

7.6 Changes to Complaint Handling Processes

7.6.1 COMPATEL shall acknowledge any written complaints and act on same within five (5) working days (or as otherwise directed by the Commission from time to time). COMPATEL reserves the right to respond to Complaints either be verbally or in writing, but shall employ reasonable efforts to make the initial response in the manner requested by the complainant.

7.6.2 Non-written Complaints shall be taken as acknowledged by COMPATEL at the material time in which the complaint was communicated to it.

7.6.3 Where possible, Customers shall be advised when they make a Complaint of the expected actions and timing for the investigation and resolution of the Complaints. In the event that COMPATEL 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(s) Complaint shall remain unresolved for more than three (3) months.

7.6.4 COMPATEL shall implement processes to provide its Customers with sufficient information and the means to inquire on the progress of complaints. Such

processes may include complaint reference numbers or other identifiers in order to facilitate timely and accurate responses to subsequent enquiries by Customers.

7.6.5 Customers shall be advised of the outcome of the investigation of any Complaint, and any resulting decision by COMPATEL.

7.6.6 Where a Customer is not satisfied with a decision reached pursuant to a Complaint, COMPATEL shall give the Customer the option of pursuing an identified escalation process by which the decision may be examined by a suitably qualified person within COMPATEL. Where the Customer has already been provided with the benefit of COMPATEL's escalation process and where there are no further escalation processes, COMPATEL shall inform the Customer accordingly.

7.6.7 In the event that a Complaint has not been resolved to the Customer's satisfaction, including as a result of any escalation process, within sixty (60) days of being communicated to COMPATEL, it shall inform the Customer that he or she may refer the Complaint to the Commission.

7.7 Special Needs COMPATEL is aware of its legal and moral obligations to disabled customers. We offer a number of different services for our customers with special needs. These services are designed to not only meet the demands of the current regulations, but to also enable us to offer the best possible service to these customers.

7.7.1 Special Literature Copies of this code of practice in larger print are available by post from us. Our web developers are also working continually to improve the accessibility of our sites to disabled customers.

7.8 Charges Complaint handling processes shall be provided free of charge. However, we 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 subscriber before we bill for it.

7.9 Action on disputed charges

7.9.1 When there is an unresolved complaint or billing dispute, the consumer shall be obliged to make payment of any outstanding amounts other than the amount that is specifically in dispute. We shall not impose any disconnection, additional charges in form of credit management or interest regarding any service to which a Complaint or Billing relates while the dispute is being resolved.

7.9.2 We shall inform the Customer that, while the Complaint or Dispute, is being investigated, the Customer is obliged to make payment of any outstanding amounts other than the amount that is specifically in dispute.

7.9.3 Where we intend to take disconnection or credit management action against a Consumer regarding any amount that has been the subject of a complaint or dispute, we will specifically notify the Consumer before taking the intended action.

8. Retention of Records

Information collected and recorded as part of our complaint handling processes shall be retained by COMPATEL for at least twelve (12) months consequent upon the resolution of a Complaint.

9. CODE COMPLIANCE

9.1 Licensees Responsibility COMPATEL takes its responsibility to the code compliance very seriously and recognises the importance of developing and maintaining a good Code that is approved by the commission. We are committed to a continuous process of improvement in its operational performance, seeking not only to comply with legal or mandatory requirements but also proactively educate its employees regarding the code compliance and providing the required information to the Commission as at when needed.

9.2 Compliance Monitoring and Reporting by the Commission COMPATEL is in full support and agrees to work with the Commission as well as customers to ensure that the service it delivers in terms of quality and customer support continues to meet and even exceed developed standards and codes of conduct.

9.3 Consumer Complaints All complaints by consumers will first be lodged and dealt with COMPATEL in accordance with Clause 7 of this Code. Where a Consumer lodges a complaint with the Commission and does not initially contact us, the Commission will forward the complaint to COMPATEL for resolution in accordance with our complaint handling process detailed in this Code.

9.4 Industry Complaints Industry complaints are those made by one Licensee against another for an alleged breach of a consumer code. Industry complaints will also include complaints by a group representing consumer interests or of Consumers Forum against a Licensee.

9.4.1 All Industry complaints will be lodged directly with the Commission. Where an Industry complaint is lodged with a Licensee, without evidence that the complaint has been lodged with the Commission as well, the Licensee shall forward a copy of the complaint to the Commission without delay, and will notify the complainant duly.

9.5 Commission Investigation The Nigerian Communications Commission (NCC) is empowered by law and is fully responsible for ensuring compliance as well as investigation into complaints or breach of code by either COMPATEL her customers or between COMPATEL and other providers.

9.6 Appeals Process Where there is a dispute between us that cannot be resolved within sixty (60) days from the first date of lodging the complaint with us; you have the right to refer the matter to the Head, Consumer Affairs department of the Nigerian Communications Commission.

9.7 Opt-in and Opt-out Option

9.7.1 In respect to any of our services at COMPATEL, any Customer can both opt into our services afresh as well as opt out of our services where grossly dissatisfied.

9.7.2 Any customer who wishes to take advantage of our services or any of the available packages should either read about us <http://www.compatel.com/docs> or visit us at COMPATEL Nigeria Limited 2, Siji Soetan Street, Lekki Peninsula Phase 1 Lagos for details of our services and what might be appropriate for his/her needs.

9.7.3 On the other hand, where a customer is unsatisfied with our services for whatever reasons (with or without recourse to our complaints processes), such customer may opt out of our services provided he/she has no outstanding payment obligations to be fulfilled.

9.7.4 Where there is a pending dispute in regards to such services, package(s) and/or payments obligations and a customer seeks to exercise opting-out rights, such aggrieved customer shall exhaust the resolution mechanism provided under this code of practice prior to escalation to the Commission if necessary.

9.8 Confidentiality We will treat any information concerning any complaint or compliance in confidence and will not disclose it to anyone except or in accordance with any instructions you have given us. However, there are circumstances in which we may be required by law to disclose information. Such requests normally come from Statutory Authorities, for example, Police Forces, EFCC and Excise Authority, Court of Law etc. Any such disclosure will be strictly controlled and will be made fully in accordance with the laws of the Federal Republic of Nigeria.

9.9 Compatel Data Collection and Analysis

9.9.1 Compatel shall have a recording system for complaints and their outcomes from customers. Such tracking is also needed to meet the requirements of the quantity of Service Regulations.

9.9.2 Complaints tracking data shall be categorized and analysed by Compatel from time to time to allow for the identification of recurring problems. Compatel shall inform the customer that a record of their complaint is being kept and if requested by the customer shall describe the complaints tracking system used by Compatel.

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For Compatel Nigeria Limited

Damir Ritosa, Director