

ORANGE BUSINESS COMMUNICATIONS SERVICES NIGERIA LIMITED

CONSUMER CODE OF PRACTICE

1. INTRODUCTION

- 1.1 This Consumer Code of Practice ("Code") is published pursuant to Condition 6 of the Internet Services Provision Licence granted to Orange Business Communications Services Nigeria Limited ("OBCSN"). The provisions of this Code are in addition to and not in reduction of the obligation of OBCSN under its licence and under the Nigerian Communications Act ("Act"). Nothing in this Code affects your statutory rights, and this Code does not form part of a contract or collateral contract between OBCSN and you. The Code is to be read in conjunction with the Consumer Code of Practice Regulations 2007.
- 1.2 This Code gives a general overview of the services offered to Consumers by OBCSN, information on our billing, collection and credit practices, provision of information to Consumers, our complaints handling procedures and arbitration.
- 1.3 The Code will be administered by OBCSN in line with applicable laws and guidelines from Nigerian Communication Commission ("NCC") as well as reviews that are to be agreed and communicated by the NCC based on feedback from the Consumer Affairs Bureau of the NCC.
- 1.4. OBCSN may from time to time amend this Code to conform with set guidelines that may be required by law or by the NCC.

2. DEFINITIONS AND INTERPRETATION

- 2.1. All terms used in this Code are either defined in the Code, have the meanings defined in the General Consumer Code or are given their ordinary meaning within the framework of the business.
- 2.2. Clause headings are inserted for convenience or reference only and shall not affect the interpretation of this Code. Words importing the plural shall, except where the context otherwise requires, include the singular and vice versa; references to the masculine gender shall include the feminine gender and vice versa; and references to persons shall be construed as references to an individual firm, company, body corporate, government body or association as the context may require.

3. PROVISION OF INFORMATION TO CONSUMERS

- 3.1 OBCSN shall upon request provide a copy of the Consumer contract. The contract will be written in plain and clear language.
- 3.2 OBCSN will ensure that Consumer requests for information on 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 to the public, shall be readily available in print and electronic format. The terms and conditions applicable to OBCSN's products and services are stated online on the service publication page of our website (www.orange-business.com/en/service-publication).
 - b. services that are subject to price or tariff regulation by the NCC shall be described in service tariff pages published in an accessible form, including being made available on our website.
 - c. in the event that OBCSN decides to publish subscriber directories in the future, the terms of service shall be printed in the front section of such directories; and
 - d. where OBCSN carries out a review or any change in the tariff rates for services, such change shall only be implemented after receipt of prior approval of the NCC and the affected Consumers shall thereafter be appropriately notified of the price change(s) in an effective manner.
- 3.3 Copies of approved individual Code shall be made available to Consumers on request.

4. DESCRIPTION OF SERVICES

OBCSN provides, as an Internet Service Provider (ISP), a comprehensive range of broadband internet services to the enterprise market and more specifically to large multinational businesses and organizations located in Nigeria. OBCSN does not provide and has never provided any services to individual consumers in Nigeria.).

5. PRICING INFORMATION

Contract shall not take effect until parties mutually agree on the pricing and composition thereof. Pricing components may include but not be limited to applicable rates or charges, calculation basis of each charge element, frequency, or basis of the collection of the charge, information as to whether charges are subject to change and the frequency of such changes and how information on such matters shall be communicated to the Consumer.

6. CONTRACT TERMS AND TERMINATION

Contracts with Consumers shall incorporate standard clauses relating to commencement date, minimum contract term (where applicable), manner and consequences of early termination and calculation basis for payment of any penalty therefrom, situations where early termination may be permitted, renewal terms, installation, connection and decommission terms, and refund policies. Furthermore, all terms and conditions of a contract regarding the provision of any of our services shall be clearly stated in the contract or agreement in clear and plain language.

7. PRODUCT WARRANTIES AND MAINTENANCE

- 7.1 At the point of entering into a contract to provide services, OBCSN shall ensure that Consumer is duly notified of any contractual warranty relating to products (if any) supplied for use in connection with the service, including how to obtain warranty service if needed and where a copy of the warranty is not provided with the products, the Consumer shall be informed of how and where it is available.
- 7.2 OBCSN will provide specific information regarding any maintenance services offered with respect to its product offerings (where applicable).

8. PROVISIONING OF SERVICES

- 8.1 Provisioning of services by OBCSN shall be in accordance with any service supply time targets set out in the NCC's Quality of Service Regulations (2013), subject to the following:
- a. in the event that OBCSN encounters technical problems that interfere with provisioning of the service, the time for provisioning will be subject to any time or process of rectification permitted by the NCC;
 - b. OBCSN will not be responsible for any readiness of premises or availability of infrastructure or equipment that is beyond its reasonable control; and
 - c. OBCSN will not be responsible for delays or refusals of service requests caused by the Consumer being identified as not credit-worthy.

9. FAULT REPAIR AND SERVICE INTERRUPTION

- 9.1 Consumers shall be able to report faults to OBCSN by calling or sending an email to their dedicated account support or use the self-service online portal at any time, 24 hours per day, 7 days per week.
- 9.2 OBCSN will ensure that fault repairs are carried out in accordance with the NCC Quality of Service Regulations.
- 9.3 OBCSN will endeavour to give advance warning of anticipated service disruptions or planned outages, including details of the disruption or outage, the services and service areas affected and any applicable compensation or other remedies.

10. AVAILABILITY OF SERVICE

- 10.1 OBCSN will ensure that marketing presentation materials to potential Consumers indicate any known geographical limitations that may substantially affect the performance of the services.
- 10.2 In addition to the above, marketing materials must indicate any limitations that restrict a particular group of persons, geographical area, particular period of time or limited availability of infrastructure or other materials.

11. ADVERTISING OF SERVICES

- 11.1 OBCSN shall comply with all applicable rules and regulations with respect to advertising and representation of the promotion of its services to the general public.
- 11.2 OBCSN shall ensure that:
- a. all known or reasonably foreseeable geographical or technical limitations with respect to availability or performance of service is clearly indicated on advertising materials used in the promotion of a service;
 - b. 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 (i) a particular group of people, (ii) a partial zone, region or other geographical area within the country, (iii) a particular period of time or (iv) through the limited availability of equipment, facilities or other materials;
 - c. 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 provide information on any limitations in the advertising materials.
 - d. where the price of a service component is indicated in the advertising material, OBCSN shall include a statement on the minimum total charge for the package as well as any conditions applicable thereto; and
 - e. it shall not engage in unsolicited telemarketing marketing to a Consumer without express consent of that Consumer.
 - f. it shall conduct telemarketing in accordance with any "call" or "do not call" preferences recorded by the Consumer and in accordance with any NCC guidelines.

12. BILLING INFORMATION

- 12.1 The objective of OBCSN' policy on Consumer billing, charging, collection and credit practices is to ensure that billing is accurate and timely, and that the billing accuracy is verifiable. Sufficient information shall be provided on the invoices for verification by the Consumer.
- 12.2 Upon request, OBCSN shall provide the Consumer with timely, accurate and current information on OBCSN billing terms and conditions as well as options which are relevant to the Consumer.
- 12.3 OBCSN shall retain records of Consumer invoices and related charges for at least twelve (12) months.
- 12.4 OBCSN shall ensure that Consumer bills shall include sufficient information including but not limited to the following:
- a. Consumer billing name and address;
 - b. OBCSN' business name, address and registered number;
 - c. bill number as a unique identifier;
 - d. billing period;
 - e. description of the charges based on the contract to which the bill applies;
 - f. total amount billed, applicable credit, discounts, and net amount payable by the Consumer;
 - g. date on which the bill is issued, any bill or refund payment date, the methods of bill payment; and
 - h. contact information for billing enquiries and Consumer complaints

13. ITEMIZATION OF CHARGES

OBCSN will ensure that Consumers have access to itemized details of all charges either on the bill or on a separate statement provided to the Consumer upon request.

14. TIMING FOR ISSUANCE OF BILL

OBCSN shall process and issue bills within thirty (30) days of the closure of each billing period. A bill shall include all charges incurred during the billing period except where:

- a. there exists a separate agreement with the Consumer to the contrary; or
- b. there is a delay as a result of OBCSN' inclusion of information from other suppliers or service providers in the bill; or
- c. there is a delay as a result of a change initiated by the Consumer, such as where the Consumer has requested a different billing frequency or billing period; or
- d. there is a delay as a result of the suspension of charges that are in dispute; or
- e. 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 NCC; or
- f. billing is delayed by circumstances beyond the reasonable control of OBCSN.

15. RECEIPT AND CONSUMER PAYMENT ADVICE

OBCSN shall make available appropriate and accessible methods of verification of bill payment by the Consumer.

16. BILLING FREQUENCY

Consumer shall be provided with sufficient and advance written notification of any proposed changes to the billing period. The advance written notification shall be deemed sufficient by parties where it provides a minimum notification period of twice the usual billing period(s).

17. NON-PAYMENT OF BILLS

Where a Consumer has not paid all or part of a bill for services provided, any measure taken by OBCSN shall:

- a. be proportionate and not unduly discriminatory;
- b. be accompanied by appropriate warning to the Consumer in advance of any resulting service interruption or disconnection, with a notification time frame in accordance with applicable law; and
- c. confine any service interruption or disconnection to the service(s) concerned, as far as technically feasible.

18. INFORMATION TO CONSUMERS

18.1 OBCSN maintains a complaint process which ensures that:

- a. information on how OBCSN handles complaints is provided in various media and formats or as directed by the NCC from time to time and is easily understandable;
- b. Consumers are aware of and can easily identify how a complaint may be lodged and if there are any changes in the process for lodging complaints;
- c. timelines are established for the resolution of complaints;
- d. the Consumer can refer any complaint to the NCC if dissatisfied with the resolution of the complaint by OBCSN; and
- e. the complaints procedure is expressed in clear language, and Consumers are able to identify how to lodge a complaint either physically or via dedicated online platforms.

18.2 Information on the complaints handling processes shall contain information to Consumers about their right to complain, how OBCSN can be contacted in order to make a complaint and the types of supporting information including, documents the complainant needs to furnish when making a complaint.

18.3 Complaints shall be duly recorded and processed in accordance with identified practices and procedures.

19. SPECIAL NEEDS

Adequate provisions shall be made by OBCSN to ensure that people with special needs are able to access the complaint handling processes. OBCSN will use its best endeavours to provide reasonable assistance to Consumers who may specifically request assistance with lodging complaints.

20. COMPLAINT PROCESS

20.1 Consumers can contact the Consumer service desk, free of charge, which is reachable 24 hours per day. Consumers can contact their dedicated account support by email or by phone. Consumers may also submit complaints to the registered office address of OBCSN at Office 734, 7th Floor, Mulliner Towers, 39 Alfred Rewane Road, Ikoyi, Lagos, Nigeria.

20.2 Before a Consumer contact our support desk, Consumers are 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 OBCSN to process and resolve their complaints quickly. All complaints shall be lodged and can be tracked using a unique number communicated to the Consumer at the time of lodging the complaint.

20.3 All Consumer complaints will be treated with the highest degree of professionalism by OBCSN' Consumer facing staff and with deference to the Consumer's right to complain.

20.4 OBCSN shall acknowledge written complaints and act on these within timeframes set out in the NCC's Quality of Service Regulations (or as otherwise directed by the NCC from time to time).

20.5 OBCSN shall where possible advise a Consumer when a complaint is received, the expected actions and timing for investigating and resolving the complaint. In the event that OBCSN, following an investigation, regards a complaint as lacking merit, the Consumer shall be informed accordingly and if dissatisfied the Consumer shall have the further recourse described below. In any event, no Consumer complaint shall remain unresolved for more than three (3) months.

20.6 OBCSN 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 NCC's Quality of Service Regulations.

20.7 Complaints made by Consumers shall be recorded, tracked, analysed and categorized in order to ascertain the cause of complaint and prevent a reoccurrence.

20.8 OBCSN shall provide its Consumers with sufficient information and the means to inquire on the progress of complaints made and shall advise the Consumer of the outcome of the investigation of their complaint and any resulting decision.

20.9 Where a Consumer is not satisfied with the resolution process provided by OBCSN, the Consumer may escalate the complaint to a supervisor within the OBCSN Consumer Support organization by making a request to OBCSN Consumer support personnel after their initial resolution of the complaint.

20.10 All records pertaining to Consumer requests received shall 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.

20.11 All logged queries shall carry a reference number, which the Consumer or support staff can use to call up the query at any time in the future.

21. CHARGES

The complaint process shall be provided free of charge. However, OBCSN 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. Any such charges shall be identified and communicated with the Consumer before billing.

22. FURTHER RECOURSE

Where all aforementioned options to resolve a complaint are exhausted without a successful resolution, the Consumer may within sixty (60) days escalate the complaint to the NCC. The NCC offers a simple, quick, informal and inexpensive arbitration scheme and Consumer complaint resolution process, procedure for this is available on the NCC website.

23. ACTION ON DISPUTED CHARGES

Where a Consumer has initiated a complaint through the complaint process set forth herein and investigation is ongoing, OBCSN shall be estopped from taking any action with regard to credit management or termination of services pending the resolution of the dispute.

24. INTERNAL DATA COLLECTION AND ANALYSIS

OBCSN shall ensure availability of appropriate recording systems for complaints and outcomes that shall comply with the requirements of the NCC's Quality of Service Regulations such that recurring issues are easily tracked for effective processing.

25. CHANGES TO COMPLAINT HANDLING PROCESS

OBCSN shall ensure that both the Consumer and the NCC are properly updated with any information regarding the changes in OBCSN's complaint handling process, if any.

26. RETENTION OF RECORDS

Information collected and recorded as part of OBCSN's complaint handling processes shall be retained by OBCSN for at least twelve (12) months following resolution of the complaint.

27. CONSUMER OBLIGATIONS

To enable OBCSN provide the highest quality of service, OBCSN' Consumers shall comply with relevant statutory and regulatory instruments governing the use of telecommunication facilities, including but not limited to the following:

- a. Consumers are bound by OBCSN's terms of service, which Consumers accept when they purchase OBCSN's services;
- b. Consumers shall comply with the Acceptable Use Policy for Orange Business services and products available on the service publication page of our website;
- c. Consumers are not authorized to re-sell any service provided by OBCSN without its formal authorization.