



A PURPOSE OF THIS CODE

ntel is committed to serving you, our customers. This Code of Practice (the "Code") reflects our commitment to provide you with the best possible service and that responds to your queries will be dealt with quickly and fairly.

This Code provides information on how to contact us, and to become a user of our service, about our sales and marketing activities, our billing and pricing practices, customer obligations and complaints handling processes.

Nothing in this Code detracts from our customers' statutory rights under the Nigerian Communications Act, 2003 (the "Act"), the Consumer Protection Regulations 2007 (the "Regulations") and the General Consumer Code of Practice ("General Code") issued pursuant to the Regulations nor does anything it contains, form part of any contract between ntel and our customers.

B WHO WE ARE

NatCom Development and Investment Limited is trading as ntel. With its recent acquisition of assets from the Nigeria Telecommunications Limited (Nitel) and Nigerian Mobile Telecommunications Limited (Mtel), from the Bureau of Public Enterprises (BPE), NatCom is set to launch Nigeria's most advanced 4G/LTE network that will deliver voice, data and video at unimaginable speeds. The acquired assets include Cellular Spectrum, Telecom Operating Licenses and Frequencies, International Submarine Cable, Cell Towers, Fibre & Duct Networks and Satellite Earth Stations.

C PROVISION OF INFORMATION TO OUR CUSTOMERS

Anyone can access descriptions and tariff details about our current services from our call centre, our website and our Service Centres. We may, from time to time, use other means of communicating our products and services. These means could include public advertisements on television, in newspapers and billboards, to inform and promote our current or future products and services.

We believe it is important that customers understand what services are available in order that they find the right one that meets their needs and budget. We will provide offers and service descriptions using clear and simple language. Should you have any questions about our offers and services, our Sales and Service representatives will be available to assist.

Services and products that are subject to regulatory approval by the NCC will be identified for customers. Our Services are provided within the service supply standards set out by the NCC in the Quality of Service Regulations, subject to the following:

- 1. In the event that we encounter technical problems that interfere with the provision of our service(s), the time for rectification will be subject to any time or process for rectification that is permitted by the NCC.
- 2. We will not be responsible for any readiness of premises or availability of infrastructure or equipment that is beyond our reasonable control; and
- 3. We will not be responsible for delays or refusal of service requests caused by any of our customers being identified as not credit-worthy.

D SERVICE CONTRACTS

Before entering into a contract for any services, you will be provided with:

- 1. A complete description of the service and whether other services are required in order to effectively utilise the service;
- 2. Information on:
 - i. the pricing of the services;
 - ii. the applicable rates or charges on the service;
 - iii. what the charges include;
 - iv. each part or element of an applicable charge and the method of its calculation;
 - v. the frequency of the charge or other circumstances
 - vi. Whether the charges or elements thereof are subject to change from time to time and the
 - vii. Circumstances of changes to charges;
 - viii. How you will be informed of changes.

DESCRIPTION OF SERVICES

You will also be provided with the following information:

- 1. Information on the service quality levels offered, the waiting time for initial connection and any service areas and coverage maps, if applicable;
- 2. Specific information regarding any compensation, refund or other arrangements which may apply if contracted quality service levels are not met, along with the procedures and methods for resolving disputes in respect of the service contract;
- 3. Information as to whether there is any contractual warranty relating to products supplied for use in connection with the service, including how to obtain warranty service if needed where available.
- 4. Information regarding any maintenance services offered.

Where services are packaged with one or more other services or products, you will be provided in relation to each service or product:

- 1. A description of each component service or product, and where we sell the service or product component separately;
- 2. The price that we would charge for the component on a stand-alone basis, and information as to whether there is any contractual warranty relating to products supplied for use in connection with the service, including how to obtain warranty service if needed where available.
- 3. For services that are bundled with services from third parties, we shall be fully responsible for the effective performance of the entire package including service support, maintenance, complaints handling, dispute resolution and other administrative requirements.
- 4. Information regarding any maintenance services offered.

Where services are subject to upgrade or migration options, you will be provided with information regarding the upgrade or migration terms, including any changes in service performance and any duly approved fees or charges resulting from the upgrade or migration.

You will be bound by our terms of service on return of a signed service contract or on clearly accepting the service terms by any form of telecommunication. All customers are also deemed to accept our service terms on any commencement of use of the service that follows adequate communication by us of the service terms. A copy of the contract for the provision of our services is available on request.

E CONTRACT TERMS

We have safeguards in place to help ensure all of our customers understand the contract terms. The contract of service will usually contain the following information:

- 1. The commencement date of the contract;
- 2. What the minimum contract term is, if applicable;
- 3. Where applicable, the minimum contract period and the manner and consequences of termination;
- 4. The situations where early termination is possible;
- 5. The amount or method of calculating any charges payable upon early termination
- 6. The conditions and terms of renewal of the contract, if applicable;
- 7. The conditions and terms of disconnection and reconnection and fees that may be charged for disconnection or reconnection;
- 8. Terms and conditions that may apply to refund of any deposit including timing and any deductions or charges applicable;
- 9. Terms and conditions relating to situations that may give rise to the interruption, withdrawal or discontinuation of the service; and
- 10. Terms and conditions relating to the delivery, installation or activation of the service.

F PRODUCT WARRANTIES AND MAINTENANCE

In the event there is a fault or malfunction of a product, you should first check the contractual warranty relating to product (if any) supplied for use in connection with the service. If you are unsure of how to obtain the warranty service needed or where to obtain a copy of the warranty, we will inform you how and where it is available.

G FAULT REPAIR AND SERVICE INTERRUPTION

In the event of a service fault, you can report this to us at anytime, 24 hours a day, to our Customer Services on [400]. Our network fault repair standards are on the basis of the NCC's Quality of Service Regulations. We will endeavour to notify you in advance 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 where these may affect you. In the event of a force majeure such as a flood or storm, we will endeavour to rectify the fault within such period of time as may be reasonable in the circumstances.

H OPERATOR ASSISTANCE, DIRECTORIES AND DIRECTORY ASSISTANCE

As an ntel customer, you can access operator assistance services, 24 hours a day.

I SPECIAL MEASURES FOR OUR CUSTOMERS WITH DISABILITIES

It is our policy to support customers with disabilities in being able to benefit from communications. Customers with disabilities affecting their use of telecommunications services should enquire about services available to assist their particular needs. It is our policy to comply with specific obligations that the NCC may impose on operators in respect of special services or service arrangements for our customers with disabilities. Our Customer Service Centre can advise you about these obligations.

J ACCESS TO EMERGENCY SERVICES

It is our general policy to comply with any network or other requirements that may be approved by the NCC in respect of the provision of emergency services, including such measures as location identification information, special numbers and routing to emergency services locations.

Calls to emergency services are free of charge.

K ADVERTISING, REPRESENTATION OF SERVICES

We use our best efforts to act responsibly in all promotional activities and strictly adhere to all applicable laws and regulations, including advertising and consumer protection regulations.

We use our best efforts to ensure that our advertising and promotions comply with the Nigerian Code of Advertising Practice published by the Advertising Practitioners Council of Nigeria and the General Code published by the NCC. We also aim to ensure that our advertising and promotional literature is clear, unambiguous, accurate, fair and it does not contain any false or misleading information about pricing, value or services offered.

L UNSOLICITED TELEMARKETING

It is our policy not to engage in unsolicited telemarketing, but where we do engage in telemarketing directly or through an agency you will be informed

- 1. At the beginning of the communication, our identity and the precise purpose of the communication;
- 2. During the communication, the full price of any product or service that is the subject of the communication;
- 3. During the communication that you have an absolute right to cancel the supply of any new product or service within seven (7) days of the communication, by calling [400] (without any charge, during the communication) unless the product or service has already been supplied to and used by the person prior to receiving the communication.

We also conduct telemarketing in accordance with any "call" or "do not call" preferences recorded by the customer, at the time of entering into a contract for services or after.

M CUSTOMER BILLING, CHARGING, COLLECTION AND CREDIT PRACTICES

Our general principles regarding billing include at all times endeavouring to ensure that:

- 1. Billing is accurate and timely;
- 2. Billing accuracy is verifiable;
- 3. Sufficient information is stated on the bill or otherwise readily available to the customer for verification of the bill without any charge;
- 4. Upon a bona fide request, we inform or provide you with timely, accurate and current information about the billing terms and conditions and options relevant to that customer; and
- 5. We retain records of a customer's bill and related charges for a minimum period of twelve (12) months.

BILLING INFORMATION

The following minimum information is included in any bills issued to our customers:

- 1. The customer's billing name and address;
- 2. Our current business name, address and registered number;
- 3. A unique identification number;
- 4. The billing period covered;
- 5. Description of the charges (and credits) for which the customer is billed;
- 6. The total amount billed, applicable credits, payments or discounts, and the net amount payable by the customer (or repayable by us);
- 7. The date on which the bill is issued;
- 8. The bill (or refund) payment due date;
- 9. Methods of bill (or refund) payment;
- 10. Methods of contact for complaints and billing inquiries; and
- 11. Any call charges applicable for complaints and billing inquiry calls.

ITEMISATION OF CHARGES

Unless otherwise requested by or agreed with you, we will provide itemised details during the current billing period. Where applicable, we will inform you of the notice period required to obtain itemised billing. In addition, we will make available itemised details contained in previous bills are available for 12 months, or any longer period required by law.

We will not charge you for bills or billing related information, except where you request information not required to be provided under the Code and the General Code such as requests for billing details more than one (1) year old. We may charge for re-issuing or providing additional copies of bills.

You will be informed of any applicable charge(s) resulting from your billing requests and shall obtain the consent of the customer to any charge before it is imposed.

TIMING OF ISSUANCE OF BILL

We use our best endeavour to ensure that Bills are processed and issued within thirty (30) days of the closure of each billing period. The bill shall include all charges incurred during the billing period except where:

- 1. The customer's billing name and address;
- 2. Our current business name, address and registered number;
- 3. A unique identification number;

- 4. The billing period covered;
- 5. Description of the charges (and credits) for which the customer is billed;
- 6. The total amount billed, applicable credits, payments or discounts, and the net amount payable by the customer (or repayable by us);
- 7. The date on which the bill is issued;
- 8. The bill (or refund) payment due date;
- 9. Methods of bill (or refund) payment;
- 10. Methods of contact for complaints and billing inquiries; and
- 11. Any call charges applicable for complaints and billing inquiry calls.

RECEIPTS AND CONSUMER PAYMENT ADVICE

As a subscriber to our services, you will be able to verify your bill payment by acknowledgement of payment on the next bill issued, telephone confirmation by calling a number stated in the bill, or such other appropriate and accessible methods as may be made available to you from time to time.

BILLING FREQUENCY

It is our policy to give all of our customers advance written notification of any proposed changes in billing periods, such advance notification to be at least equal to two (2) of its otherwise applicable billing periods (i.e. at least 2 months in advance where the billing period being changed is monthly).

NON-PAYMENT BILLS

In the event that you have not paid all or part of a bill for services provided, we will take appropriate measures to effect payment or disconnection. Such measures are usually accompanied by appropriate warning to you in advance of any resulting service interruption or disconnection and any service interruption or disconnection are confined to the service(s) concerned, as far as technically feasible.

N YOUR OBLIGATIONS AS OUR CUSTOMER

ACCEPTANCE OF LICENCE TERMS

You are bound by the terms and conditions contained in the contract to which you have agreed. It is important, as is the case for all customers, that you read the contract before signing it, so that the terms and conditions on which the service is being provided are understood. There may be considerable differences in the terms and conditions between the various packages, so it is important that you choose a package that suits your particular needs before signing any contract. If you have any questions about the standard terms and conditions in one of our contracts, please speak with one of our Sales or Customer Service representatives in our Customer Service Centre or in one of our stores. In the event that a subscriber has any questions about a contract provided by an authorised provider of our services that is not owned by us, the customer should address all contract questions to that service provider. Our pre-paid customers are bound by the terms and conditions printed on the recharge vouchers or set out in the booklet that is contained in the starter pack. In all cases, provided that we have adequately communicated our service terms to you, you are deemed to accept these terms on commencement of use of the relevant services.

ACCESS TO PREMISES FOR MAINTENANCE

As a customer of our services, it may be necessary for you to allow us to gain access to your premises in certain circumstances. This is so we can to provide, maintain or service telecommunications related equipment or facilities that enable you to connect to our services. In such circumstances, you will grant us or our authorised representatives, without charge, access to premises.

MISUSE OF PUBLIC TELECOMMUNICATIONS SERVICE/TAMPERING WITH EQUIPMENT

Our customers are not permitted to use any equipment or related facilities provided by us for reasons other than those related to normal service, and must not do anything that interferes with the functioning of such equipment or facilities, without our prior written authorisation.

You are responsible for any loss of or damage to equipment or facilities that result from actions contrary to their service terms, this Code or the General Code.

No customer shall move any equipment owned by us and connected to a telecommunications network to a location or address other than the location or address where service was installed, without our prior written authorisation.

However, this restriction does not apply to any equipment that is accompanied by operating instructions indicating that it may be disconnected and reconnected as part of its normal use.

No modification or attachment of any unauthorised device to our equipment or facilities is allowed without our prior written authorisation. This includes the followings commitments from the

- 1. No equipment or device that interferes in any way with the normal operation of any of our services, including any equipment or device that intercepts or assists in intercepting or
- 2. receiving any service offered us that requires special authorisation, may be installed by or on behalf of any customer.
- 3. Not to re-sell any of our services except as permitted under our service agreement (and subject to any applicable licensing or authorisation by the NCC pursuant to the Act).
- 4. Not to misuse public telecommunications services, including by:
 - i. dishonestly obtaining telecommunications services; or
 - ii. possessing or supplying equipment that may be used to obtain such services dishonestly or fraudulently; or
 - iii. using services to send messages that are obscene,

threatening or otherwise contrary to applicable laws or regulation.

DISHONEST CHURNING

If you are a contract subscriber, you are responsible for paying your bills and for making the payments on time. You will be required to settle all valid payment arrears before switching to another service provider. ntel reserves the right to investigate if a person seeking its services has settled with his or her previous service provider, before having any obligation to provide service to that person.

Q PROTECTION OF CONSUMER INFORMATION

ntel shall maintain a Policy on the protection of Consumer Information, and as such ensure that we collect and maintain information on individual Consumers reasonably required for its business purposes. This policy will ensure that the collection and maintenance of information on individual Consumers shall be:
I. Fairly and lawfully collected and processed;
II. Processed for limited and identified purposes;
III. Relevant and not excessive;
IV. Accurate;

IMPLEMENTATION OF A 'PROTECTION OF CONSUMER INFORMATION' POLICY

ntel shall maintain a policy for the proper collection, use and protection of customer information. We will also ensure that other operators with whom we exchange your information also have the policy.

P COMPLAINTS HANDLING

ntel is committed to providing world-class telecommunications services. If, as our customer, you are unhappy with any aspect of our service or how we do business with you, then we would like to know so we can make the required changes to improve our services.

Complaints can be lodged at any of our offices, by e-mail or by contacting our Customer Service Centre. Our contact details are provided at the end of this Code.

All complaints are recorded and processed in accordance with our complaint handling processes.

COMPLAINTS HANDLING PROCESS

ntel will endeavour to address and resolve complaints as quickly as possible. The time required will vary depending on the complexity of the issue.

Written complaints are acknowledged and acted on within the time frames set out in the NCC's Quality of Service Regulations (or as otherwise directed by the NCC from time to time). We also acknowledge and otherwise initially respond to a complaint either verbally or in writing in the manner requested by the complainant.

Non-written complaints are taken as acknowledged at the time the complaint was communicated to us. Where possible, you will be advised when you make a complaint, of the expected actions and timing for investigating and resolving the complaint.

SPECIAL NEEDS

ntel has and will continue to make adequate provisions to ensure that if you have physical disabilities or other special needs, you will have access to our complaint handling processes in our various Customer care and experience centres.

ntel further commits that we will provide reasonable assistance in cases where such disabled persons specifically request assistance in lodging complaints. ntel will do the following

- Ensure that you can easily be represented by your authorised representatives in order to make a complaint, where for any reason you are unable to attend yourself;
- Provide disability Ramps in all of our customer care and experience centres, to allow unhindered access to our facilities for the purposes of lodging a complaint or for other enquiries.
- Ensure that ntel customer care and experience staffs at the various points are given training on how to manage communications with the physically challenged in order to provide efficient services whenever it is required.

ntel will from time to time consult the Consumer Forum to ensure that the requirements and interests of disabled Consumers are fully taken into account in the development and provision of its services and will further comply with any specific obligations that the

Commission may impose on operators in respect of special services or service arrangements for subscribers with disabilities.

CHARGES

Our complaint handling processes are free of charge. However, we reserve the right to 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 to us. Any such charges shall be identified and agreed to with you before being incurred.

FURTHER RECOURSE

In the event that we regard the complaint as frivolous, malicious, or deliberately and unnecessarily intending to waste time and resources, then you will be informed accordingly and, if dissatisfied, you will have the further recourse described below.

ntel will help you monitor the progress of complaints lodged, by stating when you can expect to be provided with an update of investigating the complaint.

You will be advised of the outcome of the investigation of their complaint, and any resulting decision.

ACTION ON DISPUTED CHARGES

If you are not satisfied with a decision reached pursuant to a complaint, you will have the option of pursuing an escalation process.

The decision will be examined by a suitably qualified person at ntel. If you have already been provided with the benefit of our escalation process(es) and where there are no further escalation processes, we will inform you accordingly.

In the event that a complaint has not been resolved to your satisfaction within sixty (60) days of being communicated to us, including as a result of any escalation process, you may refer the complaint to the NCC.

If necessary, a customer can refer a dispute with us for a final resolution with an arbitral tribunal. A tribunal consists of three arbitrators; either party being entitled to appoint one arbitrator and the third arbitrator being appointed by both arbitrators. In the event that the arbitrators are unable to agree a choice of the third arbitrator, the third arbitrator shall be appointed by the President for the time being of the Chartered Institute of Arbitrators (Nigeria Branch).

All arbitration proceedings shall be held in Lagos or such other place in Nigeria as agreed with ntel. Our general practice regarding any service to which a complaint or billing dispute is related, is to avoid imposing any disconnection or credit management action while the complaint or dispute is being investigated. In the event this affects you, we will notify you where we intend to take disconnection or credit management action regarding any amount that has been the subject of a complaint or dispute. You will be obliged to make payment of any outstanding amounts other than the amount that is specifically in dispute.

We have appropriate recording systems for tracking complaints and their outcomes. Complaints are categorised and analysed from time to time to allow for the identification of recurring problems. You are entitled to request for details of such complaints tracking systems used by us.

Information collected and recorded as part of the complaint handling processes are kept by us for at least twelve (12) months following resolution of a complaint.

ntel shall update any information regarding our complaint handling and tracking processes as appropriate, including information provided to Consumers or the Commission.

INTERNAL DATA COLLECTION SYSTEMS AND ANALYSIS

With our recording systems for complaints and their outcomes, we will track and meet the requirements of the quantity of Service Regulations. We will also from time to time categorise and analyse our Complaints tracking data to allow for the identification of recurring problems. We will inform you that a record of your complaints is being kept

Customers can find in our Code of Practice on The above criteria apply to individual customer information whether initially provided verbally or in written form, so long as that information is retained by us in any recorded form.

the Confidentiality of Customer Information the practices we apply in using and protecting our customers' information.

R CONTACT DETAILS

General Telephone	on-net 400*
Customer Sales	on-net 400*
Customer Complaints	on-net 400*
Customer Billing	on-net 400*
Head Office Address	NECOM House, 15 Marina, Lagos
Email Address	care@ntel.com.ng

* Available on ntel lines only

S VALIDITY OF THIS CODE

This Code may be reviewed at any time by the NCC or by us. This Code may, subject to the approval of the NCC, be altered in part or in whole at any time and customers should use only the latest version of the Code. This may be obtained from one of our offices or the NCC.

