

Cobranet Limited

Consumer Code of Practice



Revision History

| Version | Created By | Revised By | Date | Notes |
|---------|----------------|-------------------|------------|-----------------|
| 1.0 | Marcel Bejjani | Jamil Chaptini | 2015-03-04 | Initial Version |
| 2.0 | Jamil Chaptini | Osinachi Agulanna | 2023-09-07 | Revised/Updated |

Consumer Code of Practice

In this Code, we attempt to answer questions you may have about our services and provide you with information on how and where you can obtain advice and help.

In addition to this Code, we aim to comply with the principles outlined in various legislation including the Nigerian Communication Act 2003, and Schedule 1 of the Consumer Code of Practice Regulation, 2007. We make available full and accurate information in plain language about how services are run, how they should perform and who is in charge. This Code helps to explain what to do if things go wrong. It gives information on how to get a full explanation, together with a remedy. It sets out the complaints procedure and explains how to use it should the need arise. It also 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. Nothing in this Code affects your statutory or common law rights, nor is anything contained in this Code intended to form part of a contract or collateral contract between Cobranet Limited and any of its subscribers.

Copies of this Code may be obtained by contacting our Customer Services or downloaded from our website: www.cobranet.ng

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1 Introduction

1.1 Scope and Objectives

This Cobranet's Consumer Code of Practice (the "Consumer Code") is published in accordance with the Nigerian Communications Commission regulation pursuant to Section 106 of the Nigerian Communications Act 2003 (in this Code is referred to as "the Act"), which contemplates the development of a consumer code that would govern the provision of services by licensed telecommunications operators in Nigeria.

This Consumer Code is to be read in conjunction with the Consumer Code of Practice Regulations 2007.

All terms used in this Consumer Code are either defined in the code or have the meanings defined in the principal Act.

1.2 About Us

Cobranet Limited is an established communications company providing choice, value, and innovation. Cobranet Limited was granted licenses by the Nigerian Communications Commission to provide Internet Services and International Data Access services to, from and within Nigeria.

You can find more information about us in our website at www.cobranet.ng

We provide a comprehensive range of Internet, Data and Managed / Value Added Services to business and residential customers.

Our mission is: "To be a Service Provider of choice in Internet and related fields with the aim of eventually addressing the entire Nation."

Cobranet aims to leverage its edge over competition in products and services, improves productivity, and looks after the welfare of all its clients. Cobranet, in the near future, aims to set an example of a professional service company of the 21st Century".

Our mission simply is "Always on the Go"

May 2009

1.3 How to contact us

Please feel welcome to contact us if you need advice, information, or assistance with any matter relating to our business.

General enquiries

- Telephone: +234-1-2716269
- Website: www.cobranet.ng
- Email: info@cobranet.ng

Our main office address is:

- Plot 24, Plot 10, Jeremiah Ugwu Street, Lekki Phase 1, Lagos, Nigeria

List of our Other branches and Service centers is provided in Annexure 1

1.4 Customer care principles

Cobranet shall adopt the following five customer care principles that will guide how we do our business in responding to our consumer's request.

We will deliver quality, value and excellent service to customers every time.

We will deliver quality and value for money, and always endeavor to put the consumer first.

We will always utilize responsible marketing practices.

We will make sure that our customers can make informed choices based on honest and straightforward information we provide.

We will protect the confidentiality of information given to us by our customers in keeping with section 146 of the Nigerian Communications Act, 2003.

In the event of request for information from existing and prospective customers, Cobranet shall make available in response:

The rate for each services and the terms and conditions for all services offered to the public are available in print and electronic format and on our website www.cobranet.ng

This shall also be available at our POS outlets and offices where services can be deployed.

In a situation where there may be need for a price change in our service, we shall notify our customers either by print or electronic media.

2 Provision of Information to Consumers

2.1 General

All information provided herein regarding our services are complete, accurate, and up-to-date and in simple, clear language.

Consumer requests for information on our services shall be provided free of charge and shall include at least 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. This information is also available at all retail outlets;(b) services that are subject to price or tariff regulation by the Commission are described in service tariff pages published in an accessible form, and are made available at our company offices and on the web site.

2.2 Service Contracts

Cobranet Limited will make available in printable format, the contract or agreement for the provision of services written in plain and clear language.

2.3 Description of services

Cobranet provides Shared or Dedicated Internet / Intranet Services with Professional Services subscribed to by the Customer as set forth in the provided monthly plans or by Proforma Invoice delivered by Cobranet.

The service may include Set-Up support and shall include 24 x 7 customer support (remote technical assistance) and On-site Support within working hours subject to the terms in clause "Technical Support and Maintenance Services".

2.3.1 Footprint and Range of Products

Cobranet Limited provides Internet service and Data connectivity to the Nigerian market and positions itself as a leader in this sector of choice.

Cobranet serves both the residential and corporate markets. Our clients benefit from 2 different technologies: UGO Bridge the state-of-the-art fixed wireless and Fibre connectivity for corporate and for residential.

Moreover, our Managed and Professional services position us as a provider of a complete solution in the ICT market

2.3.2 Internet / Intranet Bandwidth

Internet / Intranet bandwidth is subject to the Customer's subscribed Service Plan for Download and Upload capacity.

For Shared Internet / Intranet:

Maximum Information Rate (MIR) – The peak data throughput attainable on the link;

Committed Information Rate (CIR) – The minimum data throughput on the link.

2.3.3 The Internet

With our Internet plans, you can be continuously connected and pay a fixed monthly.

Broadband Internet means you have the ease of 'always on' access to email, personal web space and chat facilities, plus multi-player gaming, exclusive movie features, music, videos and interviews. We'll help you make the most of your time online with our range of broadband services.

Cobranet provides Internet Services on different networks. UGO Bridge using FW technology and the latest Fibre services to corporate and residential.

2.3.4 Intranet /Leased line

Cobranet provides leased line or Data connectivity to enable companies to connect different remote sites.

Cobranet provides Data Services on different networks. UGO Bridge using FW technology and Fibre.

2.3.5 UGO Bridge, the Fixed Wireless Broadband (FWB)

FWB is a type of high-speed Internet access where connections to the internet are made by service providers using radio signals rather than cables. Several different forms of fixed wireless broadband are available to residential and business customers. This includes a Point -to- Point connection or Point -to- Multipoint connection with the use of Customer Premises Equipment (CPE).

Cobranet FWB service is known as UGO Bridge.

2.3.6 UGO Flix and UGO Max, the Residential Broadband Service

Cobranet is offers high speed Internet services, the real unlimited Broadband over fibre network in different areas in Lagos.

2.4 Pricing Information for Contracting Service

Customers will be given full information about the rates, charges of part and of element where applicable including all calculations.

The frequency in invoicing will depend on the type of the service to be deployed.

The prices of individual service may be changed from time to time at the discretion of Cobranet, but the circumstances that will inform the change will be communicated to customers via email and or hand delivery.

2.5 Contract Term and Termination

The commencement date of the service will be after the complete deployment of the service.

Each Party shall have the right to terminate this Agreement upon thirty (30) days prior written notice if the other Party is in breach of any material obligation under this Agreement or the Applicable License Agreement accompanying the Services and the breaching Party fails to remedy such breach within such notice period.

When terminated by Cobranet Limited due to a material breach by the Customer the Service Fee paid by the Customer or any part thereof will not be refunded to the Customer.

When terminated by the Customer due to a material breach by Cobranet, the Service Fee for the ongoing Service Period will be refunded by Cobranet.

Customer already terminated can be reconnected on the payment of reconnection fee to be determined by Cobranet.

A residential customer may decide to terminate or discontinue its service with Cobranet by not recharging at expiry of his plan.

A post paid customer may decide to terminate or discontinue its service with Cobranet, at such instant, the customer is obliged to notify Cobranet by writing thirty (30) days before expiry of his plan.

An interruption in the service as a result of fault from Cobranet, the customer will be adequately compensated. But where the fault is from the customer, he shall bear the cost for installation repair.

Cobranet may amend the terms of these General Conditions and any Exhibit without prior written notice to the Customer. The Customer shall be entitled to terminate the Agreement by giving a written notice to Cobranet to that effect prior to the effective date of such amendment; otherwise such amendments shall become effective and shall apply as of the effective date specified in the Cobranet's notice, not however earlier than from the beginning of the subsequent service period.

The different alternatives for Service Hours and Response Times shall be given in the applicable Service Description(s). In case not otherwise agreed in the Agreement Document the Service Hours will be the office hours.

2.6 Product Warranties and Maintenance

Cobranet Limited warranty covers customers who have obtained their product from Cobranet or authorized dealers. The customer is advised to check that the product at the point of purchase or installation to ensure that the device is working properly.

The warranty for the devices is categorised based on the purchased CPE type.

2.6.1 UGO Bridge CPE

Outdoor CPE as used for corporate clients has life-warranty and remains a property of Cobranet as stated in the Service Agreement. Cobranet will be responsible for the equipment replacement and maintenance on the condition that the fault did not result from:

- accidental or willful damage of the CPE or accessories;
- damage caused by repairs or replacement of parts by an unauthorized persons.
- damage caused by electrical fluctuations;
- damage caused by lightning/thunder strike;

Client will be required to pay a sum for maintenance done for technical issues not related to Cobranet link.

2.6.2 UGO MAX CPE

For UGO-MAX clients, a six months warranty takes effect from the first day of activation and does not cover

- accidental or willful damage of the CPE or accessories;
- damage caused by repairs or replacement of parts by an unauthorized persons.
- damage caused by electrical fluctuations;
- damage caused by lightning/thunder strike;

2.7 Provisioning of Service

In the event that Cobranet encounters technical problems that interfere with provisioning of the services, the time for provisioning will be subject to any time or process of rectification permitted by Nigerian Communications Commission.

Cobranet shall not be responsible for any readiness or availability of infrastructure or equipment that is beyond its reasonable control.

Cobranet shall not be responsible for delays or refusals of service requests caused by customer being identified as not credit-worthy.

Fault Repair and Service Interruption:

Cobranet Limited carries out preventative and corrective maintenance over its networks and services. Our aim is to minimize inconvenience and correct faults through remote diagnostic tools used at our Network Operation Centre (NOC) and/or with other technical support centres.

- Cobranet shall implement the facilities and processes needed to permit to report faults 24 hours a day.
- Cobranet shall comply with the relevant fault repair standards set out in the Commission's Quality of Service Regulations.
- Cobranet shall 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.
- In the event of force majeure such as floods and storms, Cobranet shall endeavour to rectify the fault within such period of time as may be in the circumstances.

We have a number of customer educations and self-help options for our services, and we recommend all customers use these facilities before reporting a fault to the Support Centre.

If we have to visit your home or premises, we can offer appointments between 8.00am and 5pm, Monday to Friday, and weekends. We aim to rectify faults within 16 working hours. Sometimes factors outside our control can extend the time taken to make repairs. If we are unable to repair your Internet service within our target time, we will contact you.

Lightning can damage communication equipment, so we strongly recommend that you unplug any routers, modems, satellite receivers etc from any electricity supply, if a storm is likely to happen. Lightning damage to any equipment will be charged at our normal repair charge prices.

Customers should insure their equipment, both purchased and rented, against loss or damage; particularly CPEs, where the replacement cost may be much higher than the original purchase price.

2.8 Access to Emergency Services

Cobranet shall comply with any network or other requirements that may be by the Commission in respect of the provision of emergency services, including such measures as location identification information, special numbers and routing to emergency services locations.

3 Advertising and Representation of Services

3.1 Advertising Practitioners Council of Nigeria (APCON)

The Advertising Practitioners Council of Nigeria (APCON) regulates advertising practices in Nigeria, and has established the Nigerian Code of Advertising Practice. Cobranet shall comply with the advertising standards established by APCON, and any other applicable laws or standards, in addition to the rules regarding the advertising or other promotion of telecommunications' services set out in this General Code.

3.2 Availability of Service

Cobranet Limited shall make clear in advertising materials which promote the availability of a service any geographical or technical limitations on the availability of the service to consumers which: (a) substantially affects the performance of the service; and (b) are known to Cobranet Limited.

Cobranet Limited shall make clear in any advertising materials which promote a service offer any limitations in the offer which restrict it— (a) to a particular group of people; (b) to a partial zone, region or other geographical area within the country; (c) to a particular period of time; or (d) through the limited availability of equipment, facilities or other materials.

The Service availability is subject to the Customer's subscribed Service Plan Level. Under this Agreement, Cobranet guarantees an uptime for the Service as stated in the Service Level Agreement document provided with the agreement.

Backup solution (based on a different Cobranet network) can be proposed to provide link redundancy and increase service availability.

Complete information on offered Services for residential and corporate markets are available on Cobranet Web Site: www.cobranet.ng

3.3 Advertising of Packaged Services

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

3.4 Unsolicited Telemarketing

Cobranet Limited will not engage in unsolicited telemarketing unless it discloses: (a) at the beginning of the communication, Cobranet identity or other person on whose behalf it is made, and the precise purpose of the communication; (b) during the communication, the full price of any product or service that is the subject of the communication ; and (c) that the person receiving the communication shall have an absolute right to cancel the agreement for purchase, lease or other supply of any product or service within seven (7) days of the communication, by calling a specific telephone number (without any charge, and that the Cobranet shall specifically identify during the communication) unless the product or service has by that time been supplied to and used by the person receiving the communication.

Cobranet Limited shall also conduct telemarketing in accordance with any "call" or "do not call" preferences recorded by the Consumer, at the time of entering into a contract for services or after, and in accordance with any other rules or guidelines issued by the Commission or any other competent authority.

4 Consumer billing, charging collection and credit practices.

4.1 Itemization of Charges

When applicable, Customer shall pay Cobranet installation fees and the price of the Customer Premises Equipment (CPE).

Installation fees and CPEs pricing are advertised for residential plans and described in proposals / Proforma invoices for corporate plans.

Customer shall pay Cobranet the amount stated in the monthly plans or in the Proforma Invoice (Prices) as consideration for Cobranet's provision of the Services.

Information is obtainable from Cobranet website www.cobranet.ng

4.2 Timing for Issuance of Bill

No bills are available for Pre-paid residential plans. Notification of expiration of account or exhaustion of subscription quota is automatically generated and sent to clients prior to the expiration date.

All payments for the corporate plans shall be made monthly (or by the subscribed period) in advance in accordance with the subscribed plan.

4.3 Receipts and Consumer Payment Advice

All payments for the corporate plans shall be made in accordance with the following provisions:

Corporate Plans are invoiced based on a monthly Subscription;

The Plan is renewed on the 1st of each month;

A Proforma invoice will be automatically generated and emailed to your address before the 25th of the month (before expiry of your account);

The invoice will be automatically generated on the 1st of each month to customer's Web Self Care;

After posting the payment, the receipt will be shown on your online account within 24 hours;

The monthly payment should be posted in your account before the 1st of each month to avoid service discontinuity;

In any case where the Service fee is not complete on the 1st, the Service will be disconnected;

NO Scratch Cards are available for these accounts;

NO Invoices will be sent physically to the Corporate offices;

NO collection will be made physically by Cobranet Executives;

For cheque payments, service will be activated only on realization of the funds;

Cobranet will not be liable for any Cash Payment made to its staff in respect of this agreement without obtaining Cobranet's receipt. The Subscriber releases Cobranet from any and all liabilities and claims of loss resulting from any error or discrepancy that is not reported to Cobranet within seven (7) days.

4.4 Billing Frequency

Written notification of any proposed changes in billing periods shall be given, such advance 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).

4.5 Non-Payment of Bills

In any case where the Bill is not completely paid by the 1st of a new month, the Service will be disconnected.

5 Complaints handlings

5.1 Information to Consumers

We are committed to providing world-class telecommunications services. If you are unhappy with any aspect of our service, or the way we do business with you, then we would like to know and get your feedback. We can then make changes and improve our service.

5.2 Special needs

Cobranet limited will ensure that Customer Service agents are well aware of how to handle and escalate cases involving clients with special needs, the extent of the troubleshooting that can be done per case over the phone and when to escalate for a field agent to visit and resolve issues. In addition, Cobranet shall ensure that all the service centers are easily accessible to clients with special needs who prefer to visit these centers.

5.3 Complaints Handling Processes

5.3.1 How to contact us if you have a problem

If your problem is a general one about our products sales or service or fault on your service, please call us on +234-1-2716269 / or write / email to:

Customer Services

Cobranet Limited

Plot 24, Plot 10, Jeremiah Ugwu Street, Lekki Phase 1, Lagos, Nigeria

Email: support@cobranet.ng

5.3.2 What if I am not satisfied with the way my problem is being handled?

If you are unhappy with the way that your problem is being handled, you may complain by writing or emailing to:

Customer Services Manager

Cobranet Limited

Plot 24, Plot 10, Jeremiah Ugwu Street, Lekki Phase 1, Lagos, Nigeria

Email: csd@cobranet.ng

5.3.3 Responding to complaints

We will do everything we can to resolve complaints, disagreements, or disputes as quickly and efficiently as possible. Our Customer Services Manager will investigate your complaint and discuss a course of action with you to resolve the matter quickly and to your satisfaction.

5.3.4 Handling Complaints

All communication to Cobranet shall be channeled by email, telephone, letter writing or by using a web form. The email addresses and phone numbers are available at Cobranet website www.cobranet.ng. The preferred way of communication is always by email. The secondary form of communication is by phone. Any telephone contacts requiring further communication are transferred to email for tracking purposes and to ensure service level.

Upon receiving a support request, Cobranet shall confirm both customer and technical information necessary for a timely and efficient response. The customer shall receive communication from Cobranet when additional information is required during the troubleshooting process; or is responded to and/or resolved.

Support Services consist of technical support and assistance by email and telephone to the customer using the Service. Support Services include receiving, classifying, and logging Support Requests and the assignment thereof to Cobranet Technical Specialists who are responsible for troubleshooting the problem until it is resolved.

A problem is considered resolved when:

The Service conforms substantially to its specifications; or

The Customer has been advised on how to correct or bypass the error; or

It has been discovered that the problem is a hardware failure and, in case of

Cobranet supplied equipment, the RMA process has been started to replace the unit or the spare part in question;
or

It has been discovered that the problem falls within the category not covered by the service fee, and the customer has been notified thereof.

Cobranet does not guarantee problems will be fixed in any specific time frame due to the fact that Cobranet does not manufacture the equipment. It is the goal of our organization to deliver commercially reasonable efforts to satisfactorily resolve each incident using the guidelines of the In Call Classification.

The following classification will be used to identify the call based on its severity:

Critical Technical Issues consist of a total loss of core functionality in the Services that severely affect the Customer's enjoyment of the Service. Cobranet is willing to provide full-time resources to resolve the issue during the service hours specified in the agreed support service level;

Non-Critical Technical Issues consist of technical issues that have minor or no impact on Customer's enjoyment of the service, requests pertaining to preventive maintenance. Requests for technical assistance during usage of the Service always fall into this category. Cobranet is willing to provide resources during standard business hours to provide assistance and information to solve the issue.

5.4 Charges

Complaint handling processes shall be provided free of charge. However, Cobranet 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 to Cobranet. Any such charges shall be identified and agreed to by the Consumer before being incurred.

5.5 Further Recourse

We will do everything we can to resolve complaints, disagreements or disputes as quickly and efficiently as possible.

In case of unsatisfactory resolved issue, our Customer Services Manager will investigate your complaint and discuss a course of action with you to resolve the matter quickly and to your satisfaction.

While we intend to do everything we can to resolve complaints, disagreements or disputes, sometimes a satisfactory conclusion cannot be reached. This may be because you are dissatisfied with the outcome, or we have exceeded our target time for resolving a problem. If so, you can take the matter further by referring it to the Consumer Affairs Bureau of the NCC.

NCC will act impartially and try to find a fair outcome for all the parties if it is that we have not adequately resolved the matter. If the NCC believes we have acted reasonably, you will be informed of this.

Nothing in this scheme or process prevents you seeking resolution through the courts.

You can write to:

The Nigeria Communications Commission (NCC)

Plot 423 Aguiyi Ironsi Street,

Maitama, Abuja, FCT

Nigeria.

Tel: +234-9-4617000

E-mail: info@ncc.gov.ng

Website: <http://www.ncc.gov.ng>

5.6 Action on Disputed Charges

Cobranet shall avoid imposing any disconnection or credit management action regarding any service to which a complaint or billing dispute relates while the complaint or dispute is being investigated. Cobranet 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.

Where Cobranet Limited intends to take disconnection or credit management action against a Customer regarding any amount that has been subject of a complaint or dispute, Cobranet will specifically notify the Customer before taking the intended action.

5.7 Data Collection and Analysis

All received complaints are acquired in the system and a ticket is generated.

A log of all complaints / resolved issues are saved for each and every subscriber.

Customer support department generates a weekly report. It shows all opened tickets and how they have been resolved.

A periodical analysis is done by technical and service departments to point out the different categories of encountered problems.

The goal is identifying the root cause of encountered problems and to resolve them.

5.8 Changes to Complaint Handling Processes

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

5.9 Retention of records

To help us respond efficiently, our Customer Services keeps a record of any complaints we receive. This may include taking written notes of relevant telephone conversations, and making copies of any written communications.

We will treat the records we keep as confidential and will handle them within the relevant data protection, privacy and confidentiality legislation that applies in Nigeria.

Please keep a note of the date(s) and time(s) when you've spoken with us about your complaint; whom you spoke to; and what they said or promised to do.

If the Nigerian Communications Commission ("NCC") becomes involved in resolving a dispute with you, we may provide them with copies of records we hold about your complaint.

We will normally keep records for three years after a customer disagreement or complaint.

6 Annexure 1: Service Centers

Head Office – Lagos

- Plot 24, Block 10, Jeremiah Ugwu Street, Lekki Phase 1, Lagos, Nigeria.

Branch – Abuja

- 4th Floor, Church Gate Towers, Plot 473 Constitution Avenue, CBD, Abuja.