

A3&O LIMITED

VALUE ADDED SERVICE CODE OF PRACTICE

1. INTRODUCTION

- 1.1 This Consumer Code of Practice for Value Added Services (VAS) is produced by A3&O Limited in compliance with the Nigerian Communications Commission Consumer Code of Practice Regulations 2007.
- 1.2 A3&O Limited is a Value-Added Services (VAS) provider licensed by the Nigerian Communications Commission (NCC) to offer value added services to the telecommunications industry. We enable our subscribers (through the mobile operators) to access a wide range of additional services such as Christian Stories, Christian Prayers, Islamic Quranic Verses, Islamic Douaa & Azkar, General Health, Language Learning (French, Arabic, Spanish), Kids Songs, Mental and Arithmetic System, Sport and Fitness, Football, Diet Nutrition, Fashion and Beauty, Science and Invention Services. Access to these services can either be via SMS or IVR.

2. PURPOSE OF THE CODE

- 2.1 The Nigerian Communications Commission (NCC) pursuant to the Nigerian Communications Act 2003 directed 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 customer can subscribe to our services;
 - Explains the customer's rights and obligations; and
 - Describes what to do if a customer has a complaint, how we will resolve it, and what the customer can do if you are not satisfied with our response.

3. APPLICATION OF THE CODE

- 3.1 This Code applies to the provision of Value Added Services to the telecommunications industry based on VAS license obtained by A3&O Limited from the NCC. It has been developed by A3&O Limited in line with the established and published NCC's General Code of Practice.

4. CODE ADMINISTRATION

- 4.1 The Code will be administered by A3&O Limited 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.

5. **CODE AMENDMENT**

- 5.1 A3&O may amend this Consumer Code from time to time to conform to set guidelines that may be required by Law or by the NCC.

6. **PROVISION OF INFORMATION TO CONSUMERS**

6.1 **General:** Separate minimum periods will apply to the service we supply to customers and to other users depending on the pricing option and service choice of the customer. 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. Please note that A3&O's services are available in all parts of Nigeria. However, our services are network dependent and certain services may not be available on all networks.

6.2 **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 our website www.a3ando.com

6.3 **Description of Services:** We have a lot of services and they include Christian Stories, Christian Prayers, Islamic Quranic Verses, Islamic Douaa& Azkar, General Health, Language Learning (French, Arabic, Spanish), Kids Songs, Mental and Arithmetic System, Sport and Fitness, Football, Diet Nutrition, Fashion and Beauty, Science and Invention Services. For detailed description and pricing of our services, please contact us on 08033044224 or send an email to info@a3ando.com

6.4 **Terms & Information:** A sample of our contract terms and related information can be made available upon request.

7. **ADVERTISING AND REPRESENTATION OF SERVICES**

7.1 **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.

7.2 **Availability of Service:** A3&O 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.

8. CONSUMER BILLING

8.1 All services are 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. Unless otherwise promoted or advertised, we will normally bill you upfront (in advance) for any charges for the duration of the service.

8.2 **Payment Confirmation:** Consumers may verify their bill payment by calling 08033044224.

9. CONSUMER OBLIGATIONS

9.1 **Acceptance of Licensee Terms:** Consumers shall be bound by A3&O'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.

9.2 **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 regulations.

10. PROTECTION OF CONSUMER INFORMATION

10.1 We know that privacy is very important to our customers and we want you to feel confident about the privacy and security of your personal information. We take reasonable care to prevent any unauthorized access to your personal information. A3&O recognizes the importance of your 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 can be made available by writing to us at: A3&O Limited, Plot 44A, Dr Ladi Alakija Street, Lekki Phase 1, Lagos.

10.2 **General Principles:** When ordering for certain services, we may ask you for information such as name, address, contact phone

numbers and email address. We may also ask you other relevant information about the service you are using or ordering.

10.3 How we Use your Personal Information: We use information about you in the following way: • Process of orders you place with us • Charge for services we provide • Publish your details in our highly secure directory, provide directory enquiry service or information to the regulator, NCC and other authorized government agencies • Communicate with you about how to use the service and let you know about any changes to the service • Market our own products and services. We need your permission to use your information for this purpose. We will assume we have your permission unless you tell us otherwise by writing to us at: A3&O Limited, Plot 44A, Dr Ladi Alakija Avenue, Lekki Phase 1, Lagos. • Carry our market research and analysis on our current products and services and future developments. We will make sure that you cannot be identified. We may give information in this form to certain other people or organizations. • Prevent and detect criminal activity, fraud, misuse of or damage to our network and prosecute and sue those responsible. • We may provide information (in response to requests from authorised law enforcement agencies) to prevent and detect crime and prosecute offenders. We may also provide information to protect national security. In all cases, we will do so in line with the laws of Federal Republic of Nigeria.

10.4 How long we keep personal information: The length of time we keep personal information depends on how we use that information. In some cases, by law we must keep information for a minimum period. Unless specific legal requirements say otherwise, we will keep information no longer than is necessary for the purpose we collected or processed the information.

10.5 Change 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.

10.6 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.

11. COMPLAINTS HANDLING

11.1 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 fully committed to addressing all complaints, fully and fairly, and within a reasonable time frame. We do try and resolve complaints by telephone, however, should you wish to receive a response in writing then please let us know and we will duly send you a written resolution to your complaint.

- 11.2 **Fault Process:** A3&O 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 A3&O subscribers can contact the help desk via telephone; 08033044224, email: info@a3ando.com. Before you contact our support desk please make sure that you have 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 quickly.
- 11.3 **Resolution Time:** We aim to deal with problems as quickly as possible and so our help desk assistance will try to resolve the problem as soon as possible. If this is not possible within 24Hours, they will inform you of a cause of action.
- 11.4 **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: A3&O Limited Plot 44A, Dr Ladi Alakija Street, Lekki Phase 1, Lagos.
- 11.5 **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.
- 11.6 **Special Needs:** A3&O 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.
- 11.7 **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.

- 11.8 **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.
- 11.9 **Action on disputed charges:** 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 additional charges in form of credit management or interest while the dispute is being resolved.
- 11.10 **Changes to complain Handling Process:** We shall from time to time and as may be required by NCC review our complaint handling process. Revised and updated information will be posted to our website: www.a3ando.com
- 11.11 **Retention of Records:** Information collected and recorded as part of our complaint handling processes shall be retained by A3&O for at least twelve (12) months consequent upon the resolution of a Complaint.

12. CODE COMPLIANCE

- 12.1 **Licensees (A3&O's) Responsibility:** A3&O 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. The company is committed to an ongoing process of improvement in its operational performance, seeking not only to comply with legal or mandatory requirements but also proactively educate her employees regarding the code compliance and providing the required information to the Commission as at when needed.
- 12.2 **Compliance Monitoring and Reporting by the Commission:** A3&O 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.
- 12.3 **Consumer Complaints:** All complaints by consumers will first be lodged and dealt with A3&O in accordance with Clause 11 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 A3&O for resolution in accordance with our complaint handling process detailed in this Code.

- 12.4 **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 against a Licensee.
- 12.5 **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 A3&O, her customers or between A3&O and other providers.
- 12.6 **Appeals Process:** Where there is a dispute between us that cannot be resolved within 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.
- 12.7 **Opt-in and Opt-out Option:** In respect to any of our services at A3&O, any Customer can both opt into our services afresh as well as opt out of our services where grossly dissatisfied. Any customer who wishes to take advantage of our services or any of the available packages should either read about us <http://www.a3ando.com> or visit us at A3&O Limited 44a, Dr Ladi Alakija Avenue, Lekki Peninsula Phase Lagos for details of our services and what might be appropriate for his/her needs.

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.

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.

- 12.8 **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 other statutory bodies. Any such disclosure will be strictly controlled and will be made fully in accordance with the laws of the Federal Republic of Nigeria.

12.9 **A3&O Data Collection and Analysis**

- 12.10 A3&O 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.
- 12.11 Complaints tracking data shall be categorized and analysed by A3&O from time to time to allow for the identification of recurring problems. A3&O 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 A3&O.