

# **ELECTRONIC CONNECTIONS LIMITED**

## **CODE OF PRACTICE**

### **CONSUMER CODE OF PRACTICE**

Electronic Connections Limited Individual Service Provider (ISP) Code of Practice Document.

#### **1. INTRODUCTION**

Electronic Connections Limited is a telecommunications infrastructure provider in Nigeria. Electronic Connections Limited is regulated by the Nigerian Communications Commission (NCC).

At Electronic Connections Limited, we consider honesty and integrity to be the hallmarks of long-term success, which ultimately contributes to the ethical wellbeing of us all. Our professional standards are therefore exceptionally high, and we have systems and processes in place to ensure compliance with anti-bribery and corruption laws. Amongst the most fundamental operating principles are adherence with all laws and regulations applicable to our business.

This Code of Practice is issued pursuant to the consumer code of Practice Regulations 2007. The matters of Consumer requirements. Handling Consumer complaints and disputes, Consumer compensation in case of breach, Protection of information, Billing.

#### **2. DEFINITIONS AND INTERPRETATIONS**

Unless otherwise defined, or the context otherwise requires, expressions defined in the General Code of Practice shall have the same meanings in this document including recitals and schedules:

“Quality of Service Regulation” means the Quality of Service Regulations 2013

“Host” means the Licensee/ Electronic Connections Limited

“Consumer” means the customer

“ECNX” refers to Electronics Connections Limited and is used interchangeably.

“Services” refers to any tasks, whether one-off or recurrent, undertaken by ECNX at the behest of a customer.

### **3. PROVISION OF INFORMATION TO CONSUMERS**

3.1 Electronic Connections Limited shall upon request provide a copy of the contract or agreement for the provision of services and such contracts shall be in clear language.

3.2 Copies of duly approved individual Code shall be available to consumers on request.

### **4. DESCRIPTION OF SERVICES**

4.1 Electronic Connections Limited manages all aspect relating to Internet Service Provision as an Internet Service Provider (ISP) to individuals and corporate bodies.

### **5. PRICING INFORMATION**

5.1 Contract shall not take effect until parties mutually agree on the pricing and composition thereof. Pricing components may include but not 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**

6.1 Infrastructure sharing contracts with Consumers shall incorporate standard clauses relating to commencement date, minimum contract term (where applicable), manner and consequences of premature 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 Where applicable, the Electronic Connections Limited shall inform the consumer of any contractual warranty relating to any shared infrastructure. Such information, where applicable, shall include how to obtain such warranty services.

7.2 There shall be specific information to the consumers on the availability and provision of any maintenance service by the Host party.

## **8. PROVISIONING OF SERVICES**

8.1 Provision of services by Electronic Connections Limited shall be in accordance with the service supply time targets set out in the NCC quality of service regulations annexed to this Code. Electronic Connections Limited shall however not be liable for any delays or refusals of service requests, lack of site availability or infrastructure availability which is beyond its reasonable control.

8.2 Further to clause 8.1 above, Electronic Connections Limited shall bear no responsibility for internet delays or refusals where such is attributable to the lack of credit worthiness of the consumer.

## **9. FAULT REPAIR AND SERVICE INTERRUPTION**

9.1 Relevant facilities and processes shall be implemented to ensure reporting of faults 24 hours a day by consumer.

9.2 The standard of fault repair as set out in the annexed quality of service regulations shall apply to the fault repair standards established by the host.

9.3 Electronic Connections Limited shall endeavor to give adequate notification of any planned downtime including details of the disruption or outage, the services and service area affected and any corresponding compensation or other remedies if applicable.

## **10. AVAILABILITY OF SERVICE**

10.1 Electronic Connections Limited shall ensure that marketing presentation materials to potential consumers indicate any known geographical or technical limitations, which may substantially affect the performance of the consumer services.

10.2 In addition to the above, marketing materials must indicate any limitations which restricts a particular group of persons, geographical area, particular period of time or limited availability of infrastructure or other materials.

## **11. ADVERTISING OF PACKAGED SERVICES**

11.1 The consumer shall be entitled to the supply of all components of a serviced package where the Host has marketed the provision of its service as part of a package.

11.2 Appropriate information to potential consumer shall be included in marketing materials by Electronic Connections Limited where it may be unlikely to supply any component of the service package

11.3 The marketing materials may contain information on the pricing of the component of a service package; where this is so, the marketing materials shall also incorporate an estimate of the minimum total charge for the package and indicate any terms and conditions applicable to obtaining the component at the stated price.

## **12. BILLING INFORMATION**

12.1 The following information shall be contained in invoices issued to the consumer: Consumer name and billing address, Electronic Connections Limited current business name address and registered number, Unique identification or invoice number, Date of invoice and billing period, Description of the services provided by Electronic Connections Limited for which consumer is charged, Historical summary of charges including total amount billed, applicable credits, advance payments or discounts, net amount payable by consumer or payable by Host as the case may be, payment/refund due date, method of payment, method of contact for complaints and billing inquiries.

## **13. ITEMIZATION CHARGES**

13.1 Electronic Connections Limited shall issue bills and include all charges incurred within the specified billing period within 30 days of the closure of each billing period.

## **14. TIMING FOR ISSUANCE OF BILL**

14.1 Electronic Connections Limited shall issue bills and include all charges incurred within the specified billing period within 30 days of the closure of each billing period.

14.2 Exceptions may occur whereby all charges are not included on the invoice as a result of separate agreement between parties, or any other reason.

## **15. RECEIPT AND CONSUMER PAYMENT ADVICE**

15.1 Electronic Connections Limited shall make available appropriate and accessible methods of verification of bill payment by the consumer.

## **16. BILLING FREQUENCY**

16.1 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**

17.1 In the event of non-payment of bills to Electronic Connections Limited shall take necessary measures (which includes but not limited to referring the issue of non-payment by the consumer to the NCC to effect such payment or disconnect the consumer's equipment.

17.2 Necessary measures as referred to above shall be commensurate and not unduly discriminatory.

## **18. INFORMATION TO CONSUMERS**

18.1 Electronic Connections Limited shall ensure that its complaints procedure is accessible in various media and formats or as directly specified by the NCC from time to time. Information on the complaints procedure shall include: Consumers right to lodge complaint, Mode of lodging the complaint to the Host, Requisite documents required to lodge a valid complaint, means to enquire on status of complaint.

18.2 The procedure must be expressed in clear language and the consumer must be able to identify how to lodge a complaint either physically or via dedicated online platforms.

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

## **19. SPECIAL NEEDS**

19.1 Adequate provisions shall be made by Electronic Connections Limited to ensure that people with special needs are able to access the complaint handling processes.

19.2 Electronic Connections Limited shall use its best endeavours to provide reasonable assistance to consumers who may not request assistance with lodging complaints.

## **20. COMPLAINT PROCESS**

20.1 Complaints shall be acknowledged by the Electronic Connections Limited verbally or in writing but preferably in the mode or manner requested by the consumer complaint. Consumer shall forward complaints to the registered address of the Host Electronic Connections Limited as stated below:

No 25 Race course road, Kano, Kano state, Nigeria. Telephone number: 08095150111, 09088700006, 09088700008, Website: <https://www.ecnx.net>

20.2 Where possible, the consumer shall be provided with an expected outcome or estimated timeframe within which the complaint shall be investigated and resolved. Notwithstanding the forgoing, complaints including those which require further recourse for lack of acceptable resolution, shall be acted upon within the set time frame as directed by the NCC from time to time or as provided in the annexed Quality of Service Regulations and this shall not exceed a period of three calendar months.

20.3 An identified escalation process shall be accessible to the consumer where consumer is dissatisfied with the outcome of a complaint resolution. Such escalation process shall involve further complaint examination by a suitably qualified authorized representative of the Host.

20.4 Consumers shall be duly informed where resolution via the escalation process has been exhausted and there are no further escalation processes.

20.5 Oral or non-written complaints shall be deemed acknowledged by Electronic Connections Limited at the time such was communicated to Electronic Connections Limited.

## **21. CHARGES**

21.1 Electronic Connections Limited complaint handling process shall be provided free of charge. However, any complain that requires the retrieval of records more than twelve (12) months shall attract charges, which the consumers must be informed and agreed to.

## **22. FURTHER RECOURSE**

22.1 Electronic Connections Limited in addition to the complaint process set up by Electronic Connections Limited, the consumer reserves the right to escalate unsatisfactorily resolved or unresolved disputes to the Nigerian Communication Commission (NCC).

22.2 Electronic Connections Limited shall inform consumer after 60 days of non-resolution of the complaint to the satisfaction of consumer to proceed to refer the complaint to the NCC.

## **23. ACTION ON DISPUTED CHARGES**

23.1 Where a consumer has initiated a complaint through the laid down process and investigation is ongoing, Electronic Connections Limited shall be estopped from taking any action with regard to credit management action or disconnection if installed equipment or related apparatus pending the resolution of the dispute.

## **24. INTERNAL DATA COLLECTION AND ANALYSIS**

24.1 Electronic Connections Limited shall ensure availability of appropriate recording system for complaints and outcomes which shall comply with the requirements of the Commission's Quality of Service Regulations such that recurring issues are easily tracked for effective processing.

## **25. CHANGES TO COMPLAINT HANDLING PROCESS**

25.1 Electronic Connections Limited shall ensure that consumer is properly updated with any information regarding the changes in the Company's complaint handling process, if any.

## **26. RETENTION OF RECORDS**

26.1 Information collated and recorded by Host in respect of the complaint handling procedure initiated by the consumer shall be retained for at least twelve (12) months following resolution of consumer complaint.