



TECHNOTREND PLATFORM NIGERIA LIMITED

CONSUMER CODE OF PRACTICE



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Introduction:

TechnoTrend Platforms Nigeria 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 licensed mobile operators to access a wide range of services such as Orchestration logic based on big data and machine learning to deliver predictive analytics of the Mobile service provider's customer data for appropriate voice and data offers, SMS Educational, infotainment and Entertainment Content, as well as a host of services over IVR. Access to these services can be via either SMS or IVR

1.1 Purpose of the Code Nigerian Communications Commission (NCC) has advised 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 you can subscribe to our services; Explains the customers' rights and obligations; and 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.

1.2 Application of the Code This Code is applicable to the provision of Value Added Services to the telecommunications industry based on the Value Added Service License obtained by TPNL from the NCC. It has been developed by TPNL in line with the established NCC's General Code of Practice.

1.3 Code Administration: The Code will be administered by TPNL 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.

1.4 Code Amendment: TPNL may amend this Consumer Code from time to time to conform to set guidelines that may be required by Law or by the NCC.

2. PROVISION OF INFORMATION TO CONSUMERS

2.1 General:

Separate minimum periods will apply to the service we supply to you and to other users depending on the pricing option and service you choose. 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.

2.2 Service 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 <http://www.technotrendng.com/>

2.3 General Description of Services We have a lot of services ranging from E-Alert security tips and information to subscribers listed parties, Predictive analytics of customer with low balance to enable the Network operator provides an alternative option to communicate via sponsored calls, texts, data and Apps or enabling prepaid clients without credit to place calls and send SMS.

SMS Educational and Infotainment Content such as Word a Day, Bible, Prayer, Bulk SMS sharing, and a host of other services as our service catalogue expands almost daily. For detailed description and pricing of our services, please send an email to info@techtrendng.com

2.4 Contract Terms & Information A sample of our contract terms and related information can also be made available upon request.

3. ADVERTISING AND REPRESENTATION OF SERVICES

3.1 Advertising Practitioners Council of Nigeria (APCON):

All marketing materials shall be prepared in line with the standard adverting codes from APCON as well as the Consumer Affairs departments of NCC.

3.2 Availability of Service:

TPNL 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

3.3 Advertising of Packaged Services

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

3.3.2 Where advertising materials indicate the price of a component of a service package, TPNL 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.

4. CONSUMER BILLING

- 4.1.** All services is 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.
- 4.2** Unless otherwise promoted or advertised, we will normally bill you upfront (in advance) for any charges for the duration of the service.

5. CONSUMER OBLIGATIONS

5.1 Acceptance of Licensee Terms

Consumers shall be bound by TPNL's terms of service once service is requested. By activating the service on commencement date, you are deemed to have accepted our service terms.

5.2 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 regulation.

6. PROTECTION OF CONSUMER INFORMATION. We take reasonable care to prevent any unauthorized access to your personal information. TPNL recognizes the importance of clients' 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 are available on the following webpage:

<http://www.technotrendng.com/>

6.1 General Principles: In order to better serve you, TECHNOTREND LIMITED may ask you for information such as name, address, contact phone numbers and email address. As always all information are held in the strictest confidence.

6.2 Use of Information:

- For user security
- For billing purposes
- To facilitate order processing
- User communication
- For product development.



6.3 Length of Information Storage: Legal and procedural necessity may require our keeping user information but in all cases, user information is not kept for longer than absolutely necessary.

6.4 Changes 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 document.

6.5 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.

7. COMPLAINTS HANDLING

7.1 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 wholly committed to addressing all complaints, fully and fairly, and in a reasonable period.

7.2 Fault Process

TPNL 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 TPNL subscribers can contact the help desk via telephone: 01-6323341 email: info@techtrendng.com. Before you contact our support desk please make sure that you have handy 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 promptly.

7.3 Resolution Time

We aim to deal with problems as quickly as possible. If there is no resolution within 24Hours our help desk will inform you of a cause of action.

7.4 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: TPNL Nigeria Limited 88, Norman Williams Street, Ikoyi Lagos.

7.5 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.



7.6 Changes to Complaint Handling Processes

- 7.6.1** TPNL shall acknowledge any written complaints and act on same within five (5) working days (or as otherwise directed by the Commission from time to time). TPNL reserves the right to respond to Complaints either verbally or in writing, but shall employ reasonable efforts to make the initial response in the manner requested by the complainant.
- 7.6.2** Non-written Complaints shall be taken as acknowledged by TPNL at the material time in which the complaint was communicated to it.
- 7.6.3** Where possible, Customers shall be advised when they make a Complaint of the expected actions and timing for the investigation and resolution of the Complaints. In the event that TPNL regards the Complaint as frivolous or vexatious, the Customer shall be informed accordingly and if dissatisfied the Customer shall have the further recourse described below. In any event, no Customer(s) Complaint shall remain unresolved for more than three (3) months.
- 7.6.4** TPNL shall implement processes to provide its Customers with sufficient information and the means to inquire on the progress of complaints. Such processes may include complaint reference numbers or other identifiers in order to facilitate timely and accurate responses to subsequent enquiries by Customers.
- 7.6.5** Customers shall be advised of the outcome of the investigation of any Complaint, and any resulting decision by TPNL.
- 7.6.6** Where a Customer is not satisfied with a decision reached pursuant to a Complaint, TPNL shall give the Customer the option of pursuing an identified escalation process by which the decision may be examined by a suitably qualified person within TPNL. Where the Customer has already been provided with the benefit of TPNL's escalation process and where there are no further escalation processes, TPNL shall inform the Customer accordingly.
- 7.6.7** In the event that a Complaint has not been resolved to the Customer's satisfaction, including as a result of any escalation process, within sixty (60) days of being communicated to TPNL, it shall inform the Customer that he or she may refer the Complaint to the Commission.
- 7.7 Special Needs** TPNL 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.



7.7.1 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.

7.8 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.

7.9 Action on disputed charges

7.9.1 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 disconnection, additional charges in form of credit management or interest regarding any service to which a Complaint or Billing relates while the dispute is being resolved.

7.9.2 We 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.

7.9.3 Where we intend to take disconnection or credit management action against a Consumer regarding any amount that has been the subject of a complaint or dispute, we will specifically notify the Consumer before taking the intended action.

8. Retention of Records

Information collected and recorded as part of our complaint handling processes shall be retained by TPNL for at least twelve (12) months consequent upon the resolution of a Complaint.

9. CODE COMPLIANCE

9.1 Licensees Responsibility TPNL takes its responsibility to the code compliance very seriously and recognizes the importance of developing and maintaining a good Code that is approved by the commission. We are committed to a continuous process of improvement in its operational performance, seeking not only to comply with legal or mandatory requirements but also proactively educate its employees regarding the code compliance and providing the required information to the Commission as at when needed.

- 9.2 Compliance Monitoring and Reporting by the Commission** TPNL 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.
- 9.3 Consumer Complaints** All complaints by consumers will first be lodged and dealt with TPNL in accordance with Clause 7 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 TPNL for resolution in accordance with our complaint handling process detailed in this Code.
- 9.4 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 or of Consumers Forum against a Licensee.
- 9.4.1** All Industry complaints will be lodged directly with the Commission. Where an Industry complaint is lodged with a Licensee, without evidence that the complaint has been lodged with the Commission as well, the Licensee shall forward a copy of the complaint to the Commission without delay, and will notify the complainant duly.
- 9.5 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 TPNL her customers or between TPNL and other providers.
- 9.6 Appeals Process** Where there is a dispute between us that cannot be resolved within sixty (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.
- 9.7 Opt-in and Opt-out Option**
- 9.7.1** In respect to any of our services at TPNL, any Customer can both opt into our services afresh as well as opt out of our services where grossly dissatisfied.
- 9.7.2** Any customer who wishes to take advantage of our services or any of the available packages should either read about us <http://www.technotrendng.com/s> or visit us at TPNL Nigeria Limited 88, Norman Williams Street, Ikoyi, Lagos state for details of our services and what might be appropriate for his/her needs.
- 9.7.3** 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.

9.7.4 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.

9.8 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 Excise Authority, Court of Law etc. Any such disclosure will be strictly controlled and will be made fully in accordance with the laws of the Federal Republic of Nigeria.



9.9 TPNL Data Collection and Analysis

9.9.1 TPNL 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.

9.9.2 Complaints tracking data shall be categorized and analyzed by TPNL from time to time to allow for the identification of recurring problems. TPNL 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 TPNL.

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For TPNL Nigeria Limited

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