

AFLA O &O VENTURES LIMITED

CONSUMER CODE OF PRACTICE

FOR

INTERNET SERVICE PROVIDER (ISP)

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## INTRODUCTION

Alfa O and O Ventures Limited (AKA WirelessNG) is a limited liability company incorporated in Nigeria (R.C. 627105) in 2005 as a provider of value-added technologies. Alfa O&O acquired Internet Service Provider (ISP) license in 2017 to provide Internet and allied service in Nigeria. The company is regulated by the Nigeria Communication Commission (NCC).

Alfa O&O provides customers with high-quality, cost-effective business solutions for its customers by helping them to take full advantage of the Internet without having to develop and maintain their own Internet technology. Alfa O&O operates these services under the brands WirelessNG and Alfa O&O Networks. At Alfa O&O, we consider honesty and integrity to be the hallmark 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 to all laws and regulations applicable to our business.

This Code of Practice is issued pursuant to the Consumer Code of Practice Regulations 2024. The matters which the Code aims to address shall include but not limited to the under listed matters:

- Reasonable meeting of Consumer requirements
- Handling Consumer complaints and disputes
- Consumer compensation in case of breach
- Protection of information
- Billing

## DEFINITIONS AND INTERPRETATIONS

Unless otherwise defined, or the context otherwise requires, expressions defined in the General Consumer 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 2024.

"Host" means Alfa O and O Ventures Limited.

"Consumer" means the customer.

## PROVISION OF INFORMATION TO CONSUMERS

### 1. SERVICE CONTRACT

1.1 Alfa O&O shall upon request provide a copy of the contract/service level agreement for the provision of services, and the contracts shall be in plain and clear language.

1.2 Copies of duly approved individual code shall be available to consumers on request.

### 2. DESCRIPTION OF SERVICES

2.1 Alfa O&O is responsible for the complete management and delivery of Internet services as a licensed Internet Service Provider (ISP). This includes planning, installation, configuration, monitoring, and maintenance of network infrastructure; provision of bandwidth to individuals, businesses, and corporate organizations; ensuring reliable connectivity; managing customer accounts; offering technical support; and implementing solutions to meet clients' specific internet and networking needs.

### 3. PRICING INFORMATION

3.1 Contract shall not take effect until parties 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 each charge element
- Basis of collection of the charge
- Information as to whether charges are subject to change
- The frequency of such changes and how information on such matters shall be communicated to the Consumer

### 4. CONTRACT TERMS AND TERMINATION

4.1 The infrastructure sharing contracts with Consumers shall incorporate standard clauses relating to:

- Commencement date
- Minimum contract term (where applicable)

- Manner and Consequences of premature termination
- Calculation basis for payment of any penalty therefrom
- Situations where early termination may be permitted
- Renewal terms
- Installation
- Connection and decommission terms;
- 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.

## **5. PRODUCT WARRANTIES AND MAINTENANCE**

5.1 Before entering into a contract to provide services, Alfa O&O shall inform the consumer of any contractual warranty relating to any shared infrastructure in connection with the service, including how to obtain warranty service.

5.2 Alfa O&O shall provide specific information to the consumers on the availability and provision of any maintenance services offered.

## **6. SUBSCRIPTION / PROVISIONING OF SERVICES**

6.1 Alfa O&O shall provide services within any service supply time targets set out in the Nigeria Communications Commission's Quality of Service regulations annexed to this Code. Alfa O&O 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.

6.2 Further to clause 6.1 above, Alfa O&O shall bear no responsibility for internet delays or refusals where such is attributable to the lack of credit worthiness of the Consumer.

6.3 Subscription procedures will be simple, transparent, and accessible. All customers will receive a confirmation upon successful subscription.

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

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

7.2 In the event that the consumer experiences service disruptions.

- 7.2.1 The consumer can call our 24X7 Customer Care Centre (CCC) and lodge a complaint, and our CCC agent will resolve the consumer's issues.
- 7.2.2 In cases whereby the agent cannot resolve the customer's issue, the agent shall open a ticket/case and the case shall be escalated to a 2<sup>nd</sup> Level support team consisting of support engineers. A support engineer is assigned the task and will resolve the issue.
- 7.2.3 Alfa O&O shall comply and shall cause its agents to comply with the relevant fault repair standards set out in the Commission's Quality of Service regulations.
- 7.2.4 In the event of force majeure such as floods, storms, or act of nature, Alfa O&O shall endeavor to rectify the fault within such period of time as may be reasonable in the circumstances.
- 7.3 Alfa O&O shall endeavor to give adequate information 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.

## **ADVERTISING AND REPRESENTATION OF SERVICE:**

### **8. AVAILABILITY OF SERVICE**

- 8.1 Alfa O&O 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.
- 8.2 In addition to the above, marketing materials shall indicate any limitations which restrict a particular group of persons, geographical area, particular period of time or limited availability of infrastructure or other materials.

### **9. ADVERTISING OF PACKAGED SERVICES**

- 11.1 The consumer shall be entitled to the supply of all components of a serviced package where Alfa O&O 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 Alfa O&O 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.

## 10. INTERNET CONNECTION

Details on internet connection types (e.g., fiber, 4G LTE), speed, data limits and fair usage policies will be provided

## 11. DISCLAIMER

All advertisements will include disclaimers for variations in service availability, performance, and pricing where applicable

## 12. TELEMARKETING

- o Telemarketing activities will adhere to consumer privacy rights and only be conducted with prior consent or as permitted by the regulation

# Consumer Billing, Charging, Collation and Credit Practices

## 13. BILLING INFORMATION

12.1 Alfa O&O will ensure that consumer bills include sufficient information including but not limited to the following:

- Customer name and billing address
- Alfa O&O's business name, address and registered number
- Bill number as a unique identifier
- The billing period
- Description of the services provided by Alfa O&O for which customer is charged
- Historical summary of charges including total amount billed, applicable credits, advance payments or discounts, net amount payable by Consumer or repayable by Alfa O&O as the case may be
- Payment/refund due date
- Method of payment
- Method of contact for complaints and billing inquiries

### **13. ITEMIZATION OF CHARGES**

13.1 Alfa O&O shall ensure that consumers have access to itemize details of all charges either the bill or on a separate statement provided to the Consumer upon request.

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

14.1 Alfa O&O shall issue bills and include all charges incurred within the specified billing period within 10 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. RECEIPTS AND CONSUMER PAYMENT ADVICE**

Alfa O&O shall ensure that consumers are able to verify their payments on the next bill issued to them. Such verification shall include a clear indication of received payments and any outstanding balances.

### **16. BILLING FREQUENCY**

Alfa O&O shall provide consumers with advance written notification of any proposed changes in the billing period. This notification shall clearly state the new billing frequency and the effective date of change

### **17. NON-PAYMENT OF BILLS**

Where a consumer has not paid all or part of a bill for services provided by Alfa O&O, any measures taken to effect payment or disconnection shall be accompanied by appropriate warning to the consumer in advance of any resulting service interruption.

### **18. PREPAID SERVICES**

Prepaid service consumers will be informed of balance status, validity periods, and to-up options. No hidden charges will apply

## 19. Consumer Obligations

Consumers are expected to:

Use services in accordance with applicable laws and terms of service.

Avoid misuse or resale of services without authorization

Promptly report faults or unauthorized access

Pay all applicable charges timely

## 20. Protection of Consumer Information

### 20.1. Data Gathering

**Lawful basis & purpose.** Consumer data will be collected only where there is a clear, legitimate business purpose (e.g., service provisioning, billing, customer support, fraud prevention) and a lawful basis such as consent, contract performance, or compliance with legal obligations

**Consent.** Where consent is the lawful basis, it will be **freely given, specific, informed, and unambiguous**. We will record the time, method, and scope of consent and provide simple mechanisms to withdraw consent at any time without detriment

**Data minimization.** We collect only the data strictly necessary for the stated purpose and avoid collecting sensitive data unless essential and lawful

**Transparency.** At the point of collection, we provide a clear notice describing what we collect, why, how long we keep it, who we may share it with, and how individuals can exercise their rights.

**Sources.** Data is collected directly from the consumer wherever possible. If collected from third parties, we ensure those parties have a lawful basis to share it.

**Retention.** Data is retained only for as long as necessary to fulfill the stated purpose and meet legal/accounting requirements, after which it is securely deleted or anonymized.

### 20.2. Data Storage

**Security standards.** All collected data is stored using industry best practices designed to prevent unauthorized access, alteration, disclosure, or loss.

**Encryption.** Data is encrypted in transit (e.g., TLS) and at rest using strong, industry-standard encryption. Encryption keys are managed securely with access restricted to authorized personnel.

**Access control.** Role-based access, least-privilege principles, multi-factor authentication, and periodic access reviews are enforced. Administrative access is logged and monitored.

**Segregation & resilience.** Production data is segregated from test environments. Backups are performed on a defined schedule, stored securely, tested regularly, and include disaster-recovery procedures.



**Monitoring & testing.** Systems are monitored for threats and vulnerabilities. We conduct periodic risk assessments, vulnerability scans, and security testing; material findings are remediated promptly.

**Secure disposal.** When data reaches end-of-life, it is irreversibly destroyed or anonymized in line with approved procedures.

**Vendor management.** Third-party providers that store or process data must meet equivalent security standards and are bound by written data-processing agreements.

### 20.3. Data Sharing

**No unauthorized sharing.** We do not share consumer data with third parties without prior consent, except where sharing is required or permitted by law, regulation, court order, or to establish, exercise, or defend legal claims.

**Service providers (processors).** Where sharing with vendors is necessary to deliver our services (e.g., billing, support, data hosting), such vendors act under our instructions, are bound by confidentiality and data-processing agreements, and must implement appropriate security measures.

**Regulatory/law-enforcement requests.** Disclosures made to authorities are limited to the minimum necessary. Where legally permitted, impacted consumers will be notified.

**Cross-border transfers.** If data is transferred across borders, we implement recognized safeguards (e.g., contractual clauses or equivalent mechanisms) to ensure an adequate level of protection.

**Aggregated/anonymized data.** We may use or share aggregated or anonymized data that does not identify individuals for analytics, reporting, or service improvement.

**Marketing & opt-outs.** Sharing for marketing purposes occurs only with explicit consent, and consumers can withdraw consent or opt out at any time.

**Record-keeping.** We maintain auditable records of material disclosures and the legal basis for each.

## COMPLAINT HANDLING

### 21. INFORMATION TO CONSUMERS

**21.1.** Alfa O&O shall ensure that information about their complaint processes is made available to consumers through various media, including but not limited to company websites, brochures, customer service centers, and electronic communication channels.

**21.2** Consumer complaints shall be duly recorded and processed in accordance with identified

o practices and procedures

## **22. SPECIAL NEEDS**

22.1 Adequate provisions shall be made by Alfa O&O to ensure that people with special needs are able to access the complaint handling processes.

22.2 Alfa O&O shall use its best endeavors to provide reasonable assistance to Consumer who may request assistance with lodging complaints.

## **23. COMPLAINT PROCESS**

23.1 Complaints shall be acknowledged by Alfa O&O verbally or in writing but preferably in the mode or manner requested by the Consumer complainant. Consumer shall forward complaints to the registered address of Alfa O&O, which is:

No. 5 Ramiah Ikhanade Close, Off Sapele Road, PZ Junction, Edo state, Nigeria Telephone number: 08079649831; 08075474794; Email: support@wirelessng.com

23.2 Where possible, the Customer shall be provided with an expected outcome or estimated timeframe within which the complaint shall be investigated and resolved. Notwithstanding the foregoing, complaints including those which require further recourse for lack of acceptable resolution, shall be acted upon within the set time 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.

23.3 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 Alfa O&O.

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

23.5 Oral or non-written complaints shall be deemed acknowledged by Alfa O&O at the time such was communicated to Alfa O&O.

## **24. CHARGES**

24.1 Alfa O&O Complaint handling processes shall be provided free of charge. However, any complain that requires the retrieval of records more than Two years (24 months) shall attract charges which the consumers must be informed and agreed to.

## **25. FURTHER RECOURSE**

25.1 In addition to the complaint process set up by Alfa O&O, the consumer reserves the right to escalate unsatisfactorily resolved or unresolved disputes to the Nigerian Communications Commission (NCC).

25.2 Alfa O&O 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.

## **26. ACTION ON DISPUTED CHARGES**

26.1 Where a Consumer has initiated a complaint through the laid down process and investigation is on going, Alfa O&O shall be estopped from taking any action with regard to credit management action or disconnection of installed equipment or related apparatus pending the resolution of the dispute.

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

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

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

28.1 Alfa O&O shall ensure that Consumer is properly updated with any information regarding the changes in the company's complaint handling process, if any.

## 29. RETENTION OF RECORDS

29.1 Information collated and recorded by Alfa O&O in respect of the complaint handling procedure initiated by the Consumer shall be retained for at least two years (24 months) following resolution of Consumer complain.

