

TELVIDA'S CONSUMER CODE OF PRACTICE

PART I: INTRODUCTION

1.1 SCOPE AND OBJECTIVES

The overarching purpose of this document is to establish a comprehensive framework for consumer protection, regulatory compliance, and service standards within the telecommunications industry, specifically tailored to Telvida's operations. It aims to align Telvida's policies and practices with relevant laws, such as the Nigerian Communications Commission (NCC) regulations, and to foster transparency, accountability, and fairness in consumer interactions.

The scope of this document encompasses the protection of consumer rights, mechanisms for handling complaints, ensuring compliance, and fostering a safe and reliable telecommunications environment. Key focus areas include safeguarding consumer information, addressing complaints efficiently, monitoring compliance, and resolving disputes effectively. It provides clear guidelines for licensee responsibilities, consumer recourse, and the enforcement of service-level agreements.

The objective is to create an operational standard that prioritizes consumer confidence, enhances service delivery, and ensures adherence to regulatory obligations. By outlining structured policies on topics such as data protection, complaint handling, and enforcement, the document seeks to promote ethical business practices while providing avenues for dispute resolution and regulatory oversight. Ultimately, it is designed to protect consumer interests, support fair industry practices, and maintain a balance between service providers' obligations and consumers' rights.

1.2 DEFINITIONS

Consumer Information: Refers to personal, identifiable, or transactional data collected from consumers for the purpose of providing telecommunications services. This may include names, addresses, contact details, billing information, and service usage history.

Complaint: Any dissatisfaction expressed by a consumer or other stakeholder regarding Telvida's services, practices, or products, which requires a formal response or resolution.

Persons with Special Needs: Individuals requiring additional support or accommodations, including but not limited to persons with disabilities, the elderly, and those with specific communication challenges.

Service Level Agreement (SLA): A contractual agreement between Telvida and consumers outlining the expected levels of service performance, including quality, reliability, and resolution times for disruptions.

Dispute Resolution: The structured process of addressing and resolving disagreements between Telvida and consumers or between Telvida and other parties, typically involving mediation, arbitration, or regulatory oversight.

Non-Compliance: Any action or inaction by Telvida or other entities that violates applicable laws, regulations, or the provisions of this policy framework.

Monitoring and Enforcement: Activities undertaken by the NCC or other authorized bodies to ensure Telvida adheres to its obligations, including regular audits, reporting requirements, and corrective actions.

Retention of Records: The systematic storage of data, including consumer information and complaints, for a legally mandated period to ensure accountability and reference for potential audits or disputes.

Audit: The review and examination of Telvida's systems, records, and processes to ensure compliance with legal, regulatory, and internal standards.

Consumer Protection: A set of practices, policies, and regulations aimed at safeguarding consumers from unfair, deceptive, or abusive practices and ensuring they receive fair treatment and high-quality services.

Licensee: Refers to Telvida or any other entity authorized by the NCC to provide telecommunications services under the terms of a license.

Authorized Law Enforcement Agencies: Agencies empowered by the Federal Government of Nigeria to request information, investigate crimes, or enforce laws within the telecommunications sector.

Data Quality: The accuracy, completeness, consistency, and reliability of consumer information maintained by Telvida to ensure effective service delivery and compliance with regulations.

Environmental Health and Safety (EHS): The measures and practices undertaken by Telvida to ensure the safety of its operations, minimize environmental impact, and protect the well-being of its employees and consumers.

Tracking Processes: Systematic procedures implemented to monitor, manage, and resolve consumer complaints or disputes, ensuring accountability and efficiency in service delivery.

Appeal Process: A formal mechanism allowing consumers or other stakeholders to challenge decisions or resolutions made by Telvida or other regulatory bodies concerning complaints or disputes.

1.3 APPLICATION OF THE CODE

This Code applies to the provision of telecommunications services to the general public, operating under an MVNO license as stipulated by the Nigerian Communications Commission (NCC). DroMobile aims to comply with the principles outlined in relevant legislation, including the Nigerian Communications Act 2003 and Schedule 1 of the Consumer Code of Practice Regulation, 2024. As a Tier-3 Core Facilities Virtual Operator, Telvida provides comprehensive mobile connectivity, leveraging partnerships with Mobile Network Operators to offer voice, SMS, and data services, while managing its core network infrastructure for efficient service delivery. This Code therefore has been developed by Telvida, in line with the established and revised NCC's General Code of Practice Regulations 2024.

1.4 CODE ADMINISTRATION

The Code will be administered by Telvida, 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 and Consumer Affairs Bureau that may be set up by the NCC from time to time.

1.5 AMENDMENT OF CODE

Telvida may amend this Consumer Code from time to time to conform to set guidelines that may be required by Law or by NCC.

PART II: PROVISION OF INFORMATION TO CONSUMERS

2.1 OBLIGATION TO PROVIDE INFORMATION TO CONSUMERS:

Our Mode of operations and services shall be made clear to customers. Telvida will provide its customers with complete, accurate, and up-to-date information in simple and clear language, on its current products and services, as well as tariffs and rates where applicable. We shall also inform customers of the terms and conditions for all services offered on the Telvida so that customers can make informed choices regarding our products and services.

Also, Telvida shall ensure that customer requests for information on our products and services are responded to in a timely manner and provided free of charge. Such information to be provided shall include current service arrangements, including rates and terms and conditions for all services offered, readily available in print and electronic format shall be provided upon request by customers; Telvida services that are subject to price or tariff regulation by the Commission shall be described in service tariff pages which shall be available upon request by customers; Service tariffs are subject to regulation by the NCC. Where any law or regulation then in force requires the input of customers before tariffs are changed, Telvida will provide its customers with sufficient information to enable them participate as required.

2.2 Service Contracts

Service contracts shall have in detail the components of each service, including, tariff information, conditions for renewal, discontinuation, interruption, continuation, terms and termination, product warranties and maintenance, conditions relating to deployment/installation and activation of service, Quality of Service Regulations 2013 (particularly Schedules 1 and 2), fault reporting, accessibility to operators directories and emergency services (where applicable) and provision for disabled consumers.

2.3 Description of Services

Telvida offers innovative telecommunications solutions to individuals, businesses, and organizations, leveraging its MVNO capabilities to deliver voice, SMS, and data services. Our services cater to homes, educational institutions, hospitality establishments, public and private organizations, ensuring seamless connectivity and communication tailored to your needs.

2.4 Service Subscription

Telvida is committed to delivering a seamless and transparent subscription process for all customers using our mobile virtual network operator (MVNO) services. To subscribe to any of our services, please follow the procedures outlined below:

Mediums for Subscription

1. **Official Website:**

Visit www.telvida.com to explore available plans and subscribe conveniently online.

2. **Authorized Sales Outlets or Partners:**

Locate and visit any Telvida-approved sales outlet or partner for direct assistance with subscription and service activation.

Procedure for Subscription

Online Subscription:

- Navigate to the "**Plans & Services**" section on our website.
- Select your preferred mobile plan, such as voice, data, or bundled services.
- Fill out the required details and follow on-screen instructions for payment and service activation.

Subscription via Sales Outlets:

- Present a valid means of identification and complete the subscription form at the outlet.
- Choose your desired service plan and make payment at the point of sale.
- Receive confirmation and activation details via SMS or email upon successful subscription.

Subscription Through Customer Care:

- Call or email our customer care team, providing your personal information and the service plan you wish to activate.
- Make payment using recommended channels, such as bank transfer, USSD, or mobile wallet.
- Activation confirmation and service details will be sent to you promptly via SMS or email.

By streamlining our subscription processes, Telvida ensures customers can access our services through multiple convenient platforms, prioritizing flexibility, accessibility, and user satisfaction. For assistance at any stage of the process, our dedicated support team is available to help

Subscription Confirmation

Once your subscription is processed, you will receive a confirmation via SMS or email detailing the service, pricing, and activation status. For further assistance, our support team is always available to guide you. For more information, please contact us at info@telvida.com or visit any of our service points.

2.5 Pricing Information

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, 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.

2.6 Contract Terms and conditions

Service Provision

Telvida provides telecommunications services as an MVNO, utilizing host network infrastructure to deliver high-quality voice, SMS, and data services to its subscribers. Services are subject to availability, and Telvida will make all reasonable efforts to ensure uninterrupted connectivity. However, certain factors such as network maintenance, upgrades, or force majeure events may temporarily impact service quality or availability.

Opt in and opt out of services

Telvida shall inform consumers of their right to opt out of any advertised or subscribed service where such service is available. To achieving this, Telvida shall have readily accessible mechanisms / paths to subscribe ('opt in) to a service, renew a service or discontinue ('opt out') to a service to avoid consumers incurring further charges

Subscription and Activation

By subscribing to Telvida's services, the consumer agrees to provide accurate personal information for service activation. Activation is contingent on meeting all eligibility requirements, including any documentation or identity verification mandated by the Nigerian Communications Commission (NCC). Telvida reserves the right to reject or terminate a subscription if the provided information is false or incomplete.

Billing and Payments

All subscriptions are subject to the agreed-upon pricing plans. Payment terms, including billing cycles and due dates, will be communicated at the point of subscription. Late payments or failure to meet payment obligations may result in service suspension or additional charges. Subscribers are responsible for all applicable taxes and fees related to their services.

Fair Usage Policy

Telvida enforces a Fair Usage Policy to ensure equitable access to network resources for all subscribers. Excessive usage that disrupts or degrades service quality for others may lead to temporary throttling, suspension, or termination of the subscriber's services.

Termination and Cancellation

Subscribers may terminate their service at any time by notifying Telvida through approved communication channels. Telvida reserves the right to suspend or terminate services if there is a breach of contract, non-payment, or misuse of services. Refunds for prepaid services are subject to the terms of the chosen plan.

Upgrade of Services

Where services are subject to upgrade or migration options, consumers shall be provided with clear and complete information regarding the upgrade, including any changes in service performance and any duly approved fees or charges resulting from the upgrade or migration.

Privacy and Data Protection

Telvida is committed to protecting subscriber data in compliance with applicable data protection laws. Personal information will only be used for service provisioning, customer support, and regulatory compliance. Telvida will not share subscriber information with third parties without explicit consent unless required by law.

Liability Limitation

Telvida will not be held liable for any indirect, incidental, or consequential damages arising from the use or inability to use its services. Subscribers acknowledge that certain risks are inherent in telecommunications services and agree to use the services at their own discretion.

Dispute Resolution

Any disputes arising from the use of Telvida's services will first be addressed through amicable negotiations. If unresolved, disputes may be referred to arbitration in accordance with Nigerian law, as stipulated by the NCC Consumer Code of Practice.

Amendments to Terms

Telvida reserves the right to modify these terms and conditions as necessary to reflect changes in regulatory requirements, service offerings, or business practices. Subscribers will be notified of significant changes through email, SMS, or other appropriate communication channels.

Contracts & Duration

Prior to deployment of our services, all clients are expected to complete our subscriber agreement form, read and sign the terms and conditions which detailed full terms under which the service is provided. It governs the contractual relationship between Telvida and its Clients and in the event of any discrepancy between the Service Contract and Consumer Code of practice, the service Contract shall take precedence. A copy of our Subscriber agreement form is available in print at our offices and electronic copy can be sent upon request to info@telvida.com

2.7 PRODUCT WARRANTIES AND MAINTENANCE**Warranty Information**

Where applicable, Telvida shall inform consumers of any contractual warranty associated with equipment or devices provided as part of our services. This includes details on how to access warranty services or replacements through authorized channels.

Maintenance Services

Specific information regarding the availability and provision of maintenance services for Telvida’s telecommunications equipment or associated infrastructure will be communicated clearly. Any maintenance services provided by third-party hosts or partners (e.g., mobile network operators) will be disclosed to consumers as necessary.

Equipment Guarantee

Telvida guarantees that any equipment sold or deployed to consumers—such as SIM cards, modems, or communication devices—will meet relevant specifications and function as intended for a minimum period of **90 days** from the date of purchase or deployment. During this period, should the equipment fail due to faulty design, manufacturing defects, or material issues, consumers may return it to Telvida for repair or replacement at no additional cost.

Telvida shall not be responsible for defects arising from:

- Fair wear and tear.
- Accidental or deliberate damage.
- Misuse or improper handling of the equipment.
- Failure to follow operational guidelines provided by Telvida.

Exclusions

This warranty does not cover issues resulting from network disruptions caused by factors outside Telvida’s control, including but not limited to, host network failures or force majeure events.

For further assistance with warranty claims or maintenance services, please contact Telvida’s support team at **info@telvida.com** or visit our authorized service centers.

2.8 PROVISIONING OF SERVICE

The provision of services by Telvida shall adhere to the service delivery timeframes and quality benchmarks established by the Nigerian Communications Commission (NCC) Quality of Service regulations annexed to this Code. Telvida will make every reasonable effort to ensure timely provisioning of services to all consumers.

However, Telvida shall not be held liable for any delays or refusals in service delivery caused by factors beyond its reasonable control, including but not limited to:

- Lack of infrastructure availability at the requested site.
- Host network or third-party service interruptions.
- Force majeure events, such as natural disasters or government actions.

Further to the clause above, Telvida shall bear no responsibility for delays or refusals of service requests arising from the consumer's lack of creditworthiness or failure to fulfill payment obligations.

Telvida remains committed to providing high-quality and reliable telecommunications services while ensuring transparency and compliance with all regulatory standards. For further inquiries, please contact Telvida's support team at **info@telvida.com**.

2.9 FAULT REPAIR AND SERVICE INTERRUPTION

Telvida is committed to maintaining the highest standards of reliability for its telecommunications services, including voice, SMS, and data. We have established processes to ensure consumers can report service faults 24/7 through our customer support channels.

In alignment with the NCC Quality of Service regulations, Telvida will adhere to industry benchmarks for resolving service faults. Any disruptions caused by issues with the host network or third-party providers will be addressed promptly, with updates provided to affected consumers.

Telvida will notify consumers in advance of any planned service interruptions, such as network maintenance or upgrades. Notifications will include details about the scope of the disruption, affected services, expected resolution timelines, and any applicable remedies. Communication of such notices will be carried out via SMS, email, or other suitable channels.

Should you experience issues with our services, our Customer Support Team will assist in identifying the cause and resolving the problem. In cases where the issue arises from host network infrastructure or other factors beyond Telvida's control, we will liaise with the relevant parties to expedite resolution.

Consumers are advised to ensure that personal devices and telecommunications equipment used to access Telvida's services are in good working order. Telvida will not be responsible for service disruptions resulting from faulty devices or third-party equipment.

2.10 SERVICES FOR CONSUMERS WITH DISABILITIES AND SPECIAL NEEDS

Telvida is committed to ensuring that consumers with disabilities and special needs can access and use our services with ease. We have made provisions to ensure that our complaint handling process is fully accessible to individuals with disabilities.

Telvida strives to provide reasonable assistance to consumers who may require help lodging complaints or accessing our services. Our customer support team is trained to provide dedicated support to those with special needs.

Telvida is fully aware of its legal and moral obligations to consumers with disabilities and special need. We provide a range of services specifically designed to meet the needs of individuals with special requirements. These services go beyond compliance with current regulations, aiming to deliver the best possible experience for all our customers.

Consumers with disabilities are welcome to subscribe to Telvida's services through an authorized representative. This ensures that those who may face challenges with direct subscription processes can still access the services they need.

PART 3. ADVERTISING AND REPRESENTATION OF SERVICES

3.1 Advertisement

All marketing materials shall be prepared in line with the Nigerian Code of Advertising Practice established by Advertising Practitioners council of Nigeria and consumer protection Council as well as the Consumer Affairs Bureau of NCC in conjunction with part III of the General Code.

3.2 Availability of service

Telvida relies on public and private broadband backbone infrastructure and may not be available to all consumers based on interconnectivity uptime, restrictions, and / or market.. All geographical and technical inhibitions known to Telvida which may substantially impair the performance and availability of any advertised service shall be included in all marketing materials for the services.

3.3 Advertising of Packaged Services

Telvida shall ensure that it is able to transmit all components of a service package as contained in advertising materials where a service is provided as part of a package. Where it is or may be unable to supply any component of a package, appropriate information about this limitation shall be included in the advertising materials. Advertising materials for services indicating the tariff of each component of a service package shall also include a statement of the minimum total charge for the package, and indicate any conditions that may apply to obtain the component at the stated tariff in accordance with the general Code (Section 19).

3.4. Minimum Standards and Request for Approval

Telvida ensures that all advertising materials related to our services adhere to the minimum standards set by the Advertising Practitioners Council of Nigeria (APCON), the Consumer Protection Council (CPC), and the Consumer Affairs Bureau of the Nigerian Communications Commission (NCC). All promotional materials, including advertisements, must align with the provisions of the Nigerian Code of Advertising Practice and other applicable guidelines.

Telvida shall submit all marketing content to the appropriate regulatory authorities for approval prior to dissemination. This ensures that our advertising materials are accurate, truthful, and comply with industry standards, avoiding misleading claims or omissions. We will maintain documentation of approvals for auditing purposes.

3.5 Advertorial Medium

Telvida utilizes various media channels to advertise its services, ensuring that the method of communication is appropriate for the target audience. The use of traditional media (television, radio, print) and digital platforms (social media, websites, online ads) will be in compliance with the **Advertising Code**. All advertisements will be clearly labeled as such, and no misleading information will be presented in any form.

3.6 Comparative Advertising

Telvida may engage in comparative advertising to highlight the unique features of its services, provided that such comparisons are based on verifiable data. All comparisons between Telvida's services and those of competitors will be fair, accurate, and not disparaging. We will ensure that comparative claims are backed by credible evidence and do not mislead consumers about the performance or cost of Telvida's services.

3.7 Internet Connections

Telvida's advertising materials will clearly state the limitations, availability, and technical requirements for the services we offer, especially in relation to internet connectivity. Given that Telvida relies on public and private broadband infrastructure, consumers will be informed about potential restrictions, interconnectivity issues, or geographical limitations that may impact service availability. Any mention of internet services or data packages will include a statement on the potential for varying speeds or service interruptions due to these limitations.

3.8 Special Promotions

Telvida will ensure that all special promotions or discounts offered in marketing materials are clearly outlined with precise terms and conditions. Promotions, including limited-time offers, bundled services, or reduced tariffs, will specify the eligibility criteria, duration, and any exclusions that apply. Advertisements for special promotions will not contain ambiguous or misleading terms to prevent customer confusion.

3.9 Disclaimers

All advertising materials will include necessary disclaimers that ensure consumers are aware of any limitations, restrictions, or conditions associated with the advertised services. This includes, but is not limited to, the availability of service, interconnectivity issues, service downtime, and any regulatory compliance matters. Clear disclaimers will be presented in legible and understandable language to avoid misleading customers and ensure full transparency.

3.10 Compliance Processes

Telvida will regularly review all advertising and promotional practices to ensure compliance with the Nigerian **General Code of Advertising Practice**. This includes a process for internal review, submission for regulatory approval, and auditing of all marketing campaigns. In the event of any discrepancies, Telvida will immediately rectify the issue, take corrective actions, and report to the relevant authorities.

3.11 Unsolicited Telemarketing

Unsolicited telemarketing shall be in accordance with the general code (section 20) and shall at the time of communication of the service, afford consumers the opportunity to cancel the agreement by calling a dedicated telephone number unless the service has by that time been supplied to and used by the consumer receiving the communication.

3.12 Voice Calls

Telvida's voice call services will be represented in advertising materials with full transparency regarding the cost, quality, and service levels. All claims about voice call services, including call quality and coverage, will be based on actual data and subject to available infrastructure. Telvida will ensure that consumers are made aware of any potential issues, such as call drop rates or connectivity limitations in certain areas, and will provide clear instructions on how to access customer support in the event of issues.

PART IV: Consumer Billing, Charging, Collecting, and Credit Practices

4.1 General Principles

Telvida is committed to transparency, fairness, and accuracy in its billing, charging, and credit practices. We aim to provide clear and concise information to consumers regarding their usage, charges, and payment terms. All billing practices will comply with industry regulations and ensure that customers are fully informed about the services they are being charged for. We also commit to providing accessible billing mechanisms that allow customers to manage their accounts with ease, including making payments and resolving disputes.

4.2 Billing Information

Telvida will provide consumers with all the necessary information related to their billing cycle, including the service(s) provided, applicable rates, taxes, and any additional fees. Each bill will be clearly itemized to show the services rendered, the corresponding charges, and any adjustments or credits applied. Billing information will be made available in a manner that is easy to understand, and consumers will be given clear instructions on how to address any questions or discrepancies regarding their bills.

4.3 Itemization of Charges

Each bill issued by Telvida will clearly itemize all charges associated with the services provided. This includes the base charge for voice and data services, any additional charges for premium services, taxes, government levies, and any other fees. In the case of promotional offers or discounts, these will be clearly stated, showing the original charge versus the discounted amount. The purpose of itemizing charges is to ensure transparency and allow consumers to understand exactly what they are paying for.

4.4 Timing for Issuance of a Bill

Telvida will issue bills at regular intervals, typically on a monthly basis, to ensure that consumers are notified promptly about the charges for services rendered. The exact timing for the issuance of a bill will depend on the consumer's billing cycle, which may vary depending on the type of service or plan. We will provide consumers with a clear billing schedule so they can expect bills at consistent intervals. Any delays in billing issuance will be communicated in advance to consumers.

4.5 Receipts and Consumer Payment Advice

Telvida will provide consumers with a receipt for every payment made, whether via physical, electronic, or other accepted forms of payment. Receipts will contain the payment amount, payment method, transaction reference number, and the date of payment. Additionally, we will

provide clear payment advice for consumers, including instructions on how to make payments through available channels, such as mobile banking, credit/debit cards, or any other method provided by Telvida.

4.6 Billing Period

The standard billing period for Telvida services will be one month, unless otherwise agreed with the consumer. The billing period will begin from the date the service is activated or the start of the next calendar month, depending on the consumer's subscription. Consumers will be informed about their billing cycle during the subscription process, and any changes to the billing period will be communicated in advance. The billing cycle will be uniform to allow for easy tracking and payment of charges.

4.7 Non-Payment of Bills

Telvida will provide clear guidelines and communication about the consequences of non-payment of bills. If a consumer fails to pay their bill by the due date, Telvida will provide a grace period during which the consumer can make the payment without penalties. After this period, service restrictions may apply, such as limited access to certain features or a temporary suspension of services. If the bill remains unpaid for an extended period, Telvida may initiate further actions, including disconnection of services or referral to a collection agency, in accordance with industry regulations. Consumers will be given prior notice before any drastic actions are taken.

PART V. CONSUMER OBLIGATIONS

5.1 Acceptance of Licensee Terms

By subscribing to Telvida's services, consumers acknowledge and accept the terms and conditions outlined in the service agreement. These terms include, but are not limited to, the acceptance of the pricing structure, the scope of services provided, billing practices, and obligations regarding

the proper use of the services. The consumer's continued use of Telvida's services constitutes agreement to these terms, which may be updated or modified from time to time. Telvida will notify consumers of any significant changes to these terms, and continued use after such notification is deemed acceptance of the revised terms.

5.2 Access for Maintenance

Consumers are required to provide reasonable access to Telvida's authorized personnel for the maintenance, repair, or upgrade of services and equipment, if necessary. This access includes, but is not limited to, allowing Telvida's technicians to perform maintenance on equipment, network infrastructure, or any other facility necessary for the provision of services. Failure to provide such access could result in the suspension of services or a delay in repair and maintenance efforts. Telvida will give consumers reasonable prior notice before accessing the premises for such purposes unless there is an emergency situation requiring immediate attention.

5.3 Misuse of Public Communication Service or Tampering with Equipment

Consumers are prohibited from misusing public communication services or tampering with Telvida's equipment. Misuse includes, but is not limited to, using the services for illegal activities, fraudulent behavior, or activities that disrupt the service to other consumers. Tampering with Telvida's equipment, including the SIM card, network infrastructure, or any other service-related device, is strictly prohibited. Violations of this provision may lead to the suspension or termination of services and potential legal action, depending on the severity of the misuse or tampering.

5.4 Reselling Service Without Authorization

Consumers are prohibited from reselling Telvida's services without prior written authorization. Unauthorized reselling of Telvida's services is a breach of the service agreement and may lead to the immediate termination of services. This includes, but is not limited to, offering Telvida's services as part of a third-party bundle or business offering without the express consent of Telvida.

Any consumer found to be reselling Telvida's services without authorization will be subject to penalties, including service termination and potential legal action.

5.5 Customer Abuse of Mobile Number Portability

Consumers who engage in the abuse of the mobile number portability (MNP) process, including but not limited to fraudulent attempts to port numbers in or out of Telvida's network without following proper procedures, will be subject to service suspension or termination. Telvida takes mobile number portability fraud seriously and ensures that all requests for number porting are validated according to regulatory guidelines. Consumers must not engage in activities that violate the integrity of the porting process or manipulate it for illicit purposes. Abuse of MNP may result in permanent disqualification from using Telvida's services.

PART VI. PROTECTION OF CONSUMER INFORMATION

3.0 Protection of Consumer Information

At Telvida, we prioritize the privacy and security of our customers' personal information. We believe that consumers should feel confident that their personal data is handled with the utmost care, following industry best practices and in full compliance with the laws of the Federal Republic of Nigeria and the regulations set by the Nigerian Communications Commission (NCC). We take reasonable steps to protect personal data from unauthorized access, ensuring that it is collected and maintained solely for business purposes, in a fair and transparent manner.

3.1 Purpose

The purpose of protecting consumer information is to maintain confidentiality, integrity, and security of personal and transactional data that Telvida collects, processes, and stores. This policy

ensures that sensitive consumer details, including communication histories, billing information, and service preferences, are safeguarded to maintain consumer trust and comply with relevant laws. By implementing these protections, Telvida ensures that unauthorized access, misuse, or disclosure of consumer data is prevented, fostering responsible relationships with our customers.

3.2 General Principle

Telvida adheres to principles of transparency, fairness, and accountability in data collection and usage. Personal information will only be collected for legitimate business purposes, with consumers fully informed about the scope and purpose at the time of subscription. Consumers will also be made aware of their rights, including the ability to access, correct, update, or request deletion of their data in accordance with applicable data protection regulations. Telvida is committed to using consumer data responsibly, ensuring accuracy and privacy at all stages of the process.

3.3 Access and Implementation of a "Protection of Consumer Information Policy"

Telvida will establish and maintain a comprehensive "Protection of Consumer Information Policy," which clearly defines procedures for safeguarding consumer data. Only authorized personnel will have access to sensitive information, and strict guidelines will be followed for data collection, storage, processing, and sharing. This policy will be regularly reviewed and updated to comply with evolving data protection standards, including the Nigerian Data Protection Regulation (NDPR) and international frameworks such as the General Data Protection Regulation (GDPR). Continuous employee training will ensure adherence to the policy and reinforce the importance of consumer data protection.

3.4 Rules for Safe and Secure Data

To protect consumer information, Telvida will implement robust security measures, including:

Encryption: All consumer data will be encrypted both during transmission and at rest to prevent unauthorized access.

- **Access Controls:** Data access will be restricted to authorized personnel based on their roles, ensuring that only relevant parties can view or modify sensitive information.
- **Authentication:** Multi-factor authentication (MFA) will be used to enhance security and prevent unauthorized access to systems containing consumer data.
- **Regular Audits:** Telvida will conduct periodic security audits and penetration testing to identify vulnerabilities and ensure the highest level of data security.
- **Incident Response:** In the event of a data breach, Telvida will immediately notify affected consumers and take corrective actions to minimize any potential damage.

Additionally, Telvida will work closely with third-party vendors to ensure that they adhere to similar security standards when handling consumer data.

3.5 Maintaining Data Quality

Maintaining accurate and up-to-date consumer information is essential for effective service delivery. Telvida will implement mechanisms to ensure data quality, including:

- **Data Accuracy:** All consumer information will be validated during initial collection and regularly reviewed to ensure its accuracy and relevance.
- **Consumer Access:** Consumers will be provided secure channels, such as the Telvida app or website, to review, update, or correct their personal details as needed.
- **Data Disposal:** Consumer data that is no longer necessary for business purposes will be safely disposed of, anonymized, or de-identified to reduce potential risks associated with data retention.

PART VII: CALLING AND CONNECTED LINE IDENTIFICATION SERVICE

Telvida is committed to providing consumers with clear and accurate calling and connected line identification services. We ensure that calls are appropriately identified, helping consumers know who is calling them, improving transparency and security, and preventing fraud.

7.1 Cooperation of Licensee

Telvida, as a licensed operator, collaborates with regulatory authorities, including the Nigerian Communications Commission (NCC), to implement calling and connected line identification services that comply with national standards and regulations. This cooperation ensures that all consumers benefit from services that promote transparency, consumer protection, and trust in the telecommunications ecosystem.

7.2 Tracing of Malicious or Nuisance Calls

Telvida recognizes the importance of protecting consumers from malicious or nuisance calls. We are committed to cooperating with relevant authorities to trace and take necessary actions against individuals making such calls. To help safeguard consumers from fraud and harassment, Telvida will provide accurate line identification information and cooperate with law enforcement to identify the origin of malicious calls. We will take all reasonable steps to prevent misuse of our network for such activities, and we encourage consumers to report any suspicious activity.

7.3 Emergency Calls

Telvida ensures that emergency calls are prioritized and directed to the appropriate emergency response units. We are committed to maintaining a reliable connection for emergency calls, providing consumers with access to urgent services when they need them most. We will continue to ensure that emergency calls are not delayed and are routed to the relevant authorities promptly. In addition, Telvida ensures the identification of emergency callers and supports emergency

response systems by providing the necessary information, such as location identification when available.

By implementing these measures, Telvida strives to ensure a secure and responsive environment for consumers, both in routine calling and in emergency situations. The calling and connected line identification services reflect our ongoing commitment to consumer privacy, safety, and satisfaction.

PART VIII. COMPLAINTS HANDLING

8.1 Information to Consumers

Consumers must be provided with clear, accessible, and transparent information about how to lodge complaints and their rights during the process. This includes disseminating detailed documentation about the service levels and redress mechanisms available to them. Communication should use plain language and, where necessary, translations into local dialects to accommodate diverse audiences. Regular updates must be provided to ensure consumers are aware of any changes to complaint-handling policies, as mandated by regulatory authorities like the NCC.

8.2 Persons with Special Needs

Licenseses must ensure inclusivity in their complaint-handling procedures, offering reasonable accommodations for persons with disabilities. This includes alternative communication formats such as Braille, audio recordings, or large print, and dedicated support systems trained to address the needs of persons with physical, sensory, or cognitive impairments. Non-discrimination policies must be in place to guarantee equal treatment in compliance with disability rights laws like Nigeria's Discrimination Against Persons with Disabilities Act, 2018.

8.3 Complaint Processes

A standardized complaints-handling framework is essential for efficiency and fairness. Consumers should be educated on how to lodge complaints and the documentation required. Licensees must establish clear tiers of resolution, starting from customer service representatives and escalating to higher management or external regulatory bodies if necessary. Documentation of each step ensures transparency and accountability throughout the process.

8.4 Timeframe for Handling Complaints

Licensees must adhere to regulatory timeframes for resolving complaints, as set by the NCC or other oversight bodies. Complaints should be categorized into urgent and non-urgent cases, with clear timelines for each. Consumers must be promptly notified of any delays, provided with reasons, and given revised resolution timelines to maintain trust and transparency.

8.5 Charges

Filing complaints should be free of charge, ensuring accessibility to all consumers. Any charges associated with the resolution process must be clearly disclosed, with unjust charges reversed or refunded after investigation. Transparency in costs is critical to maintaining consumer trust.

8.6 Further Recourse in Relation to Service Level Agreements (SLAs)

Consumers must have the right to escalate unresolved complaints, particularly in cases involving SLA breaches. Remedies for SLA violations, including compensation, must be clearly outlined in the agreement. Where disputes persist, independent mediation or arbitration mechanisms must be available, such as ombudsman services or consumer courts, to ensure fairness.

8.7 Action on Disputed Charges

Disputed charges require thorough investigation, during which interim measures, such as suspension of charges, must be applied. Resolution outcomes, whether refunds, account credits, or adjustments, should be promptly communicated to the consumer, ensuring disputes are resolved equitably.

8.8 Internal Data Collection and Analysis

Effective complaint management includes analyzing trends and patterns in complaints to identify systemic issues. Key performance indicators (KPIs), such as average resolution time and customer satisfaction rates, should be tracked. Regular reports to regulatory bodies ensure transparency and compliance with legal standards.

8.9 Review of Complaint Handling and Tracking Processes

Periodic reviews of complaint-handling processes ensure continued efficiency and regulatory compliance. Stakeholder feedback, including consumer and employee input, should guide improvements. Benchmarking against industry standards can also highlight areas for enhancement.

8.10 Changes to Complaint Handling Process

Consumers and regulatory bodies must be notified of significant changes to complaint-handling processes. These changes should be gradually implemented to minimize disruption, with regulatory approval sought where required. Licensees must ensure that updates align with consumer protection laws.

8.11 Retention of Records

Complaint records must be retained for the minimum period required by law, typically three to five years, and stored securely to protect consumer privacy. When records are no longer needed, they must be disposed of following strict data protection standards, ensuring compliance with industry regulations

8.12 Audit of Complaints Handling and Tracking Processes by the Commission

Licensees must facilitate audits by the NCC or other oversight authorities, ensuring full transparency and compliance. Internal audits should be conducted regularly to address any deficiencies proactively and ensure readiness for external reviews.

8.13 Environmental Health and Safety

Complaints relating to environmental health and safety concerns must be given special attention. Licensees are obligated to address such concerns promptly and ensure compliance with all environmental and safety regulations to protect public health.

8.14 Responsibilities of Licensees

Licensees have a fundamental responsibility to adhere to consumer protection obligations as outlined by regulatory authorities. This includes training staff on complaint-handling procedures, addressing systemic issues identified through complaints, and maintaining accountability in their operations. By fulfilling these responsibilities, licensees contribute to a more consumer-centric and compliant telecommunications industry.

PART IX. ENFORCEMENT AND COMPLIANCE

9.1 Compliance Monitoring and Reporting by the Commission

The Commission is tasked with systematically monitoring licensees to ensure adherence to regulatory requirements. This includes regular audits, site visits, and reviewing periodic reports submitted by licensees. The Commission must establish clear reporting standards and templates to facilitate accurate data collection. Any non-compliance identified through monitoring activities is documented, and licensees are provided with actionable feedback to rectify the issues promptly. Reporting processes also require licensees to disclose significant incidents, such as breaches of service-level agreements, fraud, or cybersecurity threats.

9.2 Complaints on Non-Compliance

A robust mechanism for reporting non-compliance is critical for maintaining industry standards. Consumers, industry stakeholders, and whistleblowers must have secure and accessible channels to report non-compliance without fear of retaliation. These channels may include hotlines, online

portals, or physical complaint centers. The Commission is responsible for investigating such complaints within a set timeframe, ensuring transparency and fairness in the process. Outcomes of non-compliance complaints must be publicly communicated, where appropriate, to build consumer trust.

9.3 Consumer Complaints

Consumer complaints regarding regulatory breaches or non-compliance with service agreements must be prioritized. Licensees are required to respond to these complaints promptly, ensuring a resolution within legally prescribed timelines. The Commission must oversee this process, stepping in when complaints escalate or are not resolved satisfactorily. Additionally, consumer education campaigns can empower users to identify and report instances of non-compliance effectively.

9.4 Industry Complaints

Complaints lodged by industry players, such as disputes over interconnection agreements, resource allocation, or anti-competitive behavior, must be addressed through impartial arbitration processes. The Commission should facilitate dialogue between parties to resolve disputes amicably, while also enforcing penalties for proven violations of industry regulations. Regular industry forums can provide a platform for raising and resolving such concerns collaboratively.

9.5 Monitoring and Enforcement of Compliance

The Commission must maintain an active enforcement unit responsible for addressing non-compliance. This involves routine checks, mystery shopping, and the use of advanced technology like network monitoring tools to ensure adherence to standards. Enforcement actions may include issuing warnings, imposing fines, revoking licenses, or initiating legal proceedings for severe violations. The Commission should also work collaboratively with other regulatory bodies to address cross-sector issues.

9.6 Appeal Process

A structured appeal process ensures fairness and provides licensees and consumers with recourse against decisions made by the Commission. Appeals must be filed within specified timelines and reviewed by an independent tribunal or appellate body. Clear guidelines on the appeal process, including the grounds for appeal, documentation requirements, and timelines for resolution, must be provided to stakeholders. Ensuring transparency in the appeal outcomes fosters trust in the regulatory framework and reinforces the Commission's commitment to justice.

PART X: MISCELLANEOUS

10.1 EXPENSES ON DISPUTE RESOLUTION

Dispute resolution involves costs that may be borne by the parties to a dispute or, in some cases, subsidized by the regulatory authority. These expenses typically include filing fees, administrative costs, mediator or arbitrator fees, legal representation costs, and any additional fees incurred during the resolution process. To ensure fairness, the Commission may implement a fee structure that reflects the complexity and nature of disputes, allowing for waivers or reduced fees for consumers or parties with limited financial capacity.

For disputes between licensees, the costs are often shared equally or as agreed by the parties involved, with provisions for reimbursement where fault is established. In consumer-related disputes, licensees may be required to absorb all or part of the costs to encourage responsible conduct and compliance with service standards

10.2 Confidentiality

Telvida will treat any information concerning any compliant or compliance in confidence and will not disclose it to anyone except or in accordance with any instructions given by consumers. However, there are circumstances in which Telvida may not be required by law to disclose information. Such requests normally come from Statutory Authorities, for example Police Force, EFCC and Excise etc. Any such disclosure will be strictly controlled and will be made fully in accordance with the laws of the Federal Republic of Nigeria.