

## INTRODUCTION

Information Connectivity Solutions Limited (ICSL) is a fixed wireless services provider licensed by Nigerian communications Commission (NCC) to provide Internet services and international Data Access services to, from and within Nigeria and a host of other value added services to corporate businesses only. We enable our subscribers to access the worldwide web and we provide email address and mailbox facilities. Access to these services is via our fixed wireless access broadband connection which is available in selected cities in Nigeria.

In this Code we attempt to provide answers to a range of questions you may have about our services and to provide you with information on how and where you can obtain advice and help.

In addition to this Code we aim to comply with the principles outlined in various legislation including the Nigerian Communication Act 2003, Schedule 1 of the Consumer Code of Practice Regulation, 2007. We make available full and accurate information in plain language about how services are run, how they should perform and who is in charge. This code helps to explain what to do if things go wrong. It gives information on how to get a full explanation, together with a remedy. It sets out the complaints procedure and explains how to use it should the need arise. It also 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. Nothing in this Code affects your statutory or common law rights, nor is anything contained in this Code intended to form part of a contract or collateral contract between Information Connectivity Solutions Limited and any of its subscribers.

Copies of this Code may be obtained by contacting our Customer Services or downloaded from our website: [www.ic-sol.net](http://www.ic-sol.net)

### How to contact us

Please feel welcome to contact us if you need advice, information, or assistance with any matter relating to our business.

General enquiries:

Telephone: +234-805-110-2903, +234-708-812-4275,  
+234-809-020-1063, +234-809-020-1637

Website: [www.ic-sol.net](http://www.ic-sol.net)

Email: [info@ic-sol.net](mailto:info@ic-sol.net), [support@ic-sol.net](mailto:support@ic-sol.net)

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Next to Ruby Gardens, Lekki, Lagos, Nigeria.

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## PART I – INTRODUCTION

### Scope and Objectives

1.-(1) This Consumer Code of Practice (the “Code”) is published by Information Connectivity Solutions Limited (ICSL) further to the Nigerian Communications Commission’s (the “Commission”) requirement as contained in section 106 of the Nigerian Communications Act 2003 (in these Code referred to as “the Act”), which contemplates the development of a consumer code that would govern the provision of services by ICSL as a licensed telecommunications operator in Nigeria.

(2) The Code is to be read in conjunction with the Consumer Code of Practice Regulations 2007.

### Definitions

All terms used in this Code are either defined in the code or have the meanings defined in the principal Act.

#### 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 pay your bills.
- Explains the customer’s rights and obligations.
- 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 applies to the provision of broadband Internet and Data services using fixed wireless access technologies based on FWA license obtained by ICSL from NCC. It has been developed by ICSL in line with the established and published NCC’s General Code of Practice.

#### 1.3 Code Administration

The Code will be administered by ICSL 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

ICSL may amend this Consumer Code from time to time in conformance to set guidelines that may be required by law or by the NCC.

## **PART II - PROVISION OF INFORMATION TO CONSUMERS**

### **General**

6.-(1) ICSL shall as much as possible endeavor to provide its subscribers with information that is complete, accurate, and up-to-date stating its services in simple and clear language.

(2) ICSL shall endeavor to respond in a timely manner to Consumer requests for information on its services and such information shall be provided free of charge and shall include at least the following:

(a) Current service arrangements, including rates and terms and conditions for all services offered to the public, shall be readily available in print and electronic format and also stated on our web site.

(B) services that are subject to price or tariff regulation by the Commission shall be described in service tariff pages published in an accessible form, including being made available at designated company offices and on ICSL web site;

(c) In the event that ICSL decides to publish subscriber directories in the future, the terms of service shall be printed in the front section of such directories; and

(d) Where ICSL carries out a review or any change in the tariff rates for services, such change shall only be implemented after receipt of prior approval of the Commission and the affected Consumers shall thereafter be appropriately notified of the price change(s) in an effective manner.

### **Service Contracts**

7. ICSL shall supply, or make available on request, a copy of the contract or agreement for the provision of services, and such contracts shall be written in plain and clear language.

### **Description of Services**

8.-(1) ICSL service offerings are described below:

#### **1. Multiprotocol Label Switching Virtual Private Networks (MPLS VPN)**

ICSL MPLS VPN service offering is a high speed, dedicated data service for corporate establishments, connecting Head Offices to remote Branch Offices. Our service is deployed in a most reliable and secured manner.

The service rides on leased major national carriers' backbone link that is based on the Synchronous Digital Hierarchy (SDH) infrastructure rings of the multiple carriers (we ensure 2 Carriers to each PoP). These SDH Rings run across major cities in Nigeria and form the major backbone of the national communication mesh for Public Switched and mobile Telephone Services Data, Video, Voice transfer along the fiber links at a speedy rate, hence enabling effectiveness and efficiency of digital communication process. Our Implementation is flexible and allows for modern technological variation when required. Channelization equipment has been deployed to allow for varied bandwidth scalability on request from time to time.

Our company's Network infrastructure design is structured towards providing a broad range of end-to-end efficient and reliable Enterprise MPLS/VPN-based (Data, Voice, and Video communication) services across Nigeria while building a long term, trusted partnership with our numerous clients.

Delivered in a Point-to-Multipoint arrangement, direct and pro-active monitoring from our NOC is enabled for prompt attention to preventive and fault maintenance.

#### **2. Metro Wireless Service**

This establishes inter Head Office / Branches links through ICSL POP, in point to Multipoint arrangement and also in a Point-to-Point Connectivity medium. With this the bandwidth would be distributed from our POP to the customer branch offices.

The Point-to-Multipoint arrangement enables direct and pro-active monitoring from our NOC to ensure prompt attention to preventive and fault maintenance. The equipment deployed for either services deliver Digital Signal Bandwidth of 1Mb/s up to STM x 1 (155Mbps), and integrates seamlessly with common IP routing equipment.

#### Internet Service

This is delivered via International Fiber based Submarine Cable Trunks. These cable trunks are connected to Tier One ISP in Europe for onward transfer to the rest of the world.

The multi-layer International Gateway fiber cable trunks give the ability to provide an alternate backup solution and a consistent Internet delivery to its numerous customers Pro-active monitoring from our NOC for prompt attention to preventive and fault maintenance is equally guaranteed on this service.

#### Pricing Information

9. Before a contract for service is entered into, ICSL shall inform the Consumer of:

- (a) The applicable rates or charges;
- (b) What the charges include;
- (c) Each part or element of an applicable charge, and the method of its calculation;
- (d) The frequency of the charge or other circumstances that give rise to the charge;
- (e) Whether the charges or elements thereof are subject to change from time to time, the circumstances of such changes and how the Consumer will be informed of such changes.

#### Contract Terms and Termination

10. The contract itself shall contain the following information regarding the term:

- (a) The commencement date of the contract;
- (b) Where a minimum contract term is applicable, this shall be clearly stated;
- (c) Where a minimum contract period is applicable, this, in addition to the manner and consequences of termination shall also be stated;
- (d) The situations where early termination is possible;
- (e) The amount or method of calculating any charges payable upon early termination;
- (f) The conditions and terms of renewal of the contract, if applicable;
- (g) The conditions and terms of disconnection and reconnection and fees that may be charged for disconnection or reconnection;
- (h) Terms and conditions that may apply to refund of any deposit including timing and any deductions or charges applicable;
- (i) Terms and conditions relating to situations that may give rise to the interruption, with drawal or discontinuation of the service; and
- (j) Terms and conditions relating to the delivery, installation or activation of the service.

#### Product Warranties & Maintenance

(1) At the point of entering into a contract to provide services, ICSL shall ensure that Consumer is duly notified of any contractual warranty relating to products (if any) supplied for use in connection with the service, including how to obtain warranty service if needed and where a copy of the warranty is not provided with the products, the Consumer shall be informed of how and where it is available.

(2) ICSL will provide specific information regarding any maintenance services offered with respect to its product offerings.

### **Provisioning of Service**

12. ICSL shall endeavor to provide services within the service supply time targets set out in the Commission's Quality of Service Regulations, subject to the following:

- (a) in the event that ICSL encounters technical problems that interfere with provisioning of the service(s), the time for provisioning will be subject to any time or process of rectification permitted by the Commission;
- (b) ICSL will not be responsible for any readiness of premises or availability of infrastructure or equipment that is beyond its reasonable control; and
- (c) ICSL shall not be responsible for delays or refusals of service requests caused by the Consumer being identified as not creditworthy.

### **Fault repairs & service interruption**

13.-(1) ICSL shall implement the facilities and processes needed to permit Consumers to report faults 24 hours a day.

(2) ICSL 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.

(3) ICSL shall endeavor to give advance warning of anticipated service disruptions or planned outages, including details of the disruption or outage, the services and service areas to be affected and any applicable compensation or other remedies.

(4) In the event of force majeure such as floods, fire outbreak and storms ICSL shall endeavor to rectify the fault within such period of time as may be reasonable in the circumstances.

### **Operator assistance, directories and directory assistance**

14.-(1) ICSL shall ensure that any Consumer can access:

- (a) Operator assistance services; and
- (b) A directory enquiry facility containing directory information (subject to its future implementation by ICSL) on all subscribers in Nigeria, except for those subscribers who have exercised their right to have their directory information suppressed or removed.

(2) Where ICSL or any of its Agents/Partners assigns telephone numbers to subscribers, it shall make efforts towards ensuring that each of those subscribers is on request, issued with a directory containing directory information on all subscribers who have been assigned telephone numbers in the subscriber's local area.

(3) Any directories supplied shall not contain directory information for those subscribers who have exercised their right to have their directory information suppressed or removed.

(4) A directory may be produced by or for ICSL, or by another person not acting on behalf of ICSL. Where a directory is produced by or for ICSL, ICSL shall ensure that it is updated on a regular basis (at least once a year).

(5) ICSL may charge Consumers a reasonable fee for providing directory enquiry services, subject to the approval of the Commission, and may charge a reasonable fee for any additional directories requested by Consumers.

### **Special measures for consumers with disabilities**

15.-(1) ICSL shall from time to time consult the Consumer Forum to ensure that the requirements and interests of disabled Consumers are fully taken into account in the development and provision of its services.

(2) ICSL shall comply with any specific obligations that the Commission may impose on operators in respect of special services or service arrangements for subscribers with disabilities.

### **Access to emergency services**

16.-(1) ICSL shall comply with any network or other requirements that may be approved by the Commission in respect of the provision of emergency services, including such measures as location identification information, special numbers and routing to emergency services locations.

(2) Calls to emergency services shall be free of charge.

(3) ICSL may apply to the Commission regarding the recovery of any special costs of implementing or operating emergency services, which the Commission may consider pursuant to section 107 of the Act.

## **PART III - ADVERTISING AND REPRESENTATION OF SERVICES**

### **The Advertising Practitioners Council of Nigeria (APCON)**

17. The Advertising Practitioners Council of Nigeria (APCON) regulates advertising practices in Nigeria, and has established the Nigerian Code of Advertising Practice. ICSL shall comply with the advertising standards established by APCON, and any other applicable laws or standards, in addition to the rules regarding the advertising or other promotion of telecommunications services set out in this Code.

### **Availability of services**

18.-(1) ICSL shall make clear in advertising materials which promote the availability of a service any geographical or technical limitations on the availability of the service to consumers which:

- (a) Substantially affect the performance of the service; and
- (b) Are known to ICSL.

(2) ICSL shall make clear in any advertising materials which promote a service offer any limitations in the offer which restrict it -

- (a) To a particular group of people;
- (b) To a partial zone, region or other geographical area within the country;
- (c) To a particular period of time; or
- (d) Through the limited availability of equipment, facilities or other materials.

### **Advertising of packaged services**

19.-(1) Where ICSL represents in advertising materials that a service is provided as part of a package, ICSL shall ensure it is able to supply all components of the service package. In the event it is or may be unable to supply any component of the package, appropriate information about this limitation shall be included in the advertising materials apply to obtain the component at the stated price.

### **Unsolicited telemarketing**

20.-(1) in the event that it engages in unsolicited telemarketing ICSL shall disclose -

- (a) At the beginning of the communication, its identity or that of the other person on whose behalf the communication is made and the precise purpose of the communication;
- (b) During the communication, the full price of any product or service that is the subject of the communication; and
- (c) that the person receiving the communication shall have an absolute right to cancel the agreement for purchase, lease or other supply of any product or service within seven (7) days of the communication, by

calling a specific telephone number (without any charge, and that ICSL shall specifically identify during the communication)

#### **PART 4 – CONSUMER BILLING, CHARGING, COLLECTION AND CREDIT PRACTICES**

ICSL shall at all times endeavor to -

- (a) Ensure that billing is accurate and timely
- (b) Ensure that billing accuracy is verifiable;
- (c) Ensure that sufficient information shall be on the bill or otherwise readily available to the Consumer for verification of the bill without any charge;
- (d) Ensure that upon a bona fide request from a consumer ICSL shall inform the customer with timely, accurate and current information about its billing terms and conditions and options relevant to that Consumer
- (e) Retain records of a Consumer's bill and related charges for a minimum period of twelve (12) months; and
- (f) In interpreting the obligations described in this section with timely, accurate and current information about its billing terms and conditions and options relevant to that customer

#### **Billing Information**

22. ICSL shall ensure that, at a minimum, the following information is included in any bills issued by it or on its behalf:

- (a) The Consumer's billing name and address;
- (b) ICSL' current business name, address and registered number;
- (c) A way of identifying the bill uniquely;
- (d) The billing period;
- (e) A description of the charges (and credits) for which the Consumer is billed;
- (f) The total amount billed, applicable credits, payments or discounts, and the net amount payable by the Consumer (or repayable by ICSL);
- (g) The date on which the bill is issued;
- (h) The bill (or refund) payment due date;
- (i) Methods of bill (or refund) payment
- (j) Methods of contact for complaints and billing inquiries
- (k) Any call charges applicable for complaints and billing

#### **Itemization of charges**

23.-(1) ICSL shall ensure that Consumers have access to itemized details of all charges, either on the bill or on a separate statement provided by ICSL upon request

(2) Unless otherwise requested by or agreed with the Consumer, ICSL shall provide itemized details during the current billing period and where applicable ICSL shall inform Consumers of the notice period required to obtain itemized billing. In addition, ICSL shall ensure that itemized details contained in previous bills are available for 12 months, or any longer period required by law.

(3) ICSL shall not charge Consumers for bills or billing related information, except where the Consumer requests information not required to be provided under this Code such as requests for billing details more than one (1) year old. ICSL shall inform Consumers of any applicable charge resulting from their billing requests, and shall obtain the consent of the Consumer to any charge before it is imposed.

### **Timing for issuance of bill**

24. ICSL shall process and issue bills within 30 days of the closure of each billing period. A bill shall include all charges incurred during the billing period except where:

- (a) There exists a separate agreement with the Consumer to the contrary; or
- (b) There is a delay as a result of the inclusion by ICSL of information from other suppliers or service providers in the bill; or
- (c) there is a delay as a result of a change initiated by the Consumer, such as where the Consumer has requested a different billing frequency or billing period; or
- (d) There is a delay as a result of the suspension of charges that are in dispute; or
- (e) there has occurred a billing system or processing problem, in which case the problem shall be rectified and bills issued without undue delay and in accordance with any time periods identified by the Commission; or
- (f) Billing is delayed by circumstances beyond the reasonable control of the ICSL.

### **Receipts and consumer payment advice**

25. ICSL shall ensure that Consumers are able to verify their bill payment by acknowledgment of payment on the next bill issued, telephone confirmation by calling a specified number, or such other appropriate and accessible methods as may be made available by ICSL.

### **Billing frequency**

26. ICSL shall provide Consumers with advance written notification of any proposed changes in billing periods, such advance notification to be at least equal to two (2) of its otherwise applicable billing periods (i.e. at least 2 months in advance where the billing period being changed is monthly).

### **Nonpayment of bills**

27. Where a Consumer has not paid all or part of a bill for services provided by the ICSL, any measures taken by ICSL to effect payment or disconnection shall— (a) be proportionate and not unduly discriminatory; and (b) be accompanied by appropriate warning to the Consumer in advance of any resulting service interruption or disconnection; and (c) confine any service interruption or disconnection to the service(s) concerned, as far as technically feasible

## **PART VI—CONSUMER OBLIGATIONS**

### **Acceptance of license terms**

28. Consumers shall be bound by ICSL's terms of service on return of a signed service agreement, or on clearly accepting the service terms by any form of telecommunications. Consumers shall also be deemed to accept ICSL's service terms on any commencement of use of the service that follows adequate communication by the ICSL of its service terms.

### **Access for maintenance**

29. Consumers shall grant the ICSL or its authorized representatives, without charge, access to premises, equipment or facilities as reasonably required for any provisioning or maintenance of the services, equipment or facilities.



**Tampering with equipment**

30.—(1) Consumers shall not use any equipment or related facilities provided by a ICSL for reasons other than those related to normal service, and shall not do anything that interferes with the functioning of such equipment or facilities, without prior written authorization from the ICSL, Consumers shall be responsible for any loss of or damage to equipment or facilities that results from actions contrary to their service terms or this General Code. (2) Equipment owned by the ICSL and connected to a telecommunications network may not be moved to a location or address other than the location or address where service was installed, without prior written authorization from the ICSL. This restriction should not apply to any equipment that is accompanied by operating instructions indicating that it may be disconnected and reconnected as part of its normal use. (3) Modification or attachment of any unauthorized device to the ICSL's equipment or facilities is prohibited without prior written authorization from the ICSL. (4) No equipment or device that interferes in any way with the normal operation of a telecommunications service, including any equipment or device that intercepts or assists in intercepting or receiving any service offered by the ICSL that requires special authorization, may be installed by or on behalf of any Consumer.

**Reselling services without authorization**

31. Consumers shall not re-sell any service provided by ICSL except as permitted by the service agreement of the ICSL (and subject to any applicable licensing or authorization by the Commission pursuant to the Act).

**Misuse of a public telecommunication service**

32. Consumers shall not misuse public telecommunications services, including by: (a) dishonestly obtaining telecommunications services; or (b) possessing or supplying equipment that may be used to obtain such services dishonestly or fraudulently; or Acceptance of ICSL terms.

**Dishonest churning**

33.—(1) In a competitive market, a Consumer may be tempted to accumulate payment arrears with one ICSL for services used, then 'switch' service to another ICSL without settling payment with the previous ICSL . This type of "dishonest churning" by Consumers constitutes an abuse of a competitive telecommunications market. In order to prevent this abusive behavior, Consumers shall be required to settle valid payment arrears with ICSL before switching to another service provider. (2) ICSL s shall be permitted to investigate if a person seeking its services has settled with his or her previous supplier, before having any obligation to provide service to that person.

**PART VI—PROTECTION OF CONSUMER INFORMATION****Purpose**

34.—(1) the purpose of this part is to set out the responsibility of ICSL in the protection of individual Consumer information. (2) ICSL s should also be aware of the authority granted to the Commission under Section 147 of the Act, which permits the Commission on certain situations to allow "authorized interception of communications", including stipulating the technical requirements for authorized interception.

**GENERAL PRINCIPLES**

35.—(1) ICSL may collect and maintain information on individual Consumers reasonably required for its business purposes. However, the collection and maintenance of information on individual Consumers shall be— (a) fairly and lawfully collected and processed ; (b) processed for limited and identified purposes ; (c) relevant and not excessive ; (d) accurate ; (e) not kept longer than necessary ; (f) processed in accordance with the Consumer’s other rights ; (g) protected against improper or accidental disclosure ; and (h) not transferred to any party except as permitted by any terms and conditions agreed with the Consumer, as permitted by any permission or approval of the Commission, or as otherwise permitted or required by other applicable laws or regulations. (2) ICSL s shall meet generally accepted fair information principles including : (a) providing notice as to that individual Consumer information they collect, and its use or disclosure ; (b) the choices Consumers have with regard to the collection, use and, disclosure of that information ; (c) the access Consumers have to that information, including to ensure its accuracy ; and Dishonest churning (d) the security measures taken to protect the information, and the enforcement and redress mechanisms that are in place to remedy any failure to observe these measures. (3) These rules apply to individual Consumer information whether initially provided verbally or in written form, so long as that information is retained by ICSL in any recorded form.

**Implementation of a “Protection of Consumer Information Policy”**

36. ICSL shall adopt and implement a policy regarding the proper collection, use and protection of that information. ICSL s shall ensure that any other provider or other persons with whom they exchange or otherwise disclose such information have adopted and implemented an appropriate protection of Consumer information policy.

**Access to Policy**

37.—(1) A ICSL ’s policy on the protection of Consumer information shall be made available in an accessible and easy to read manner, including as specifically directed by the Commission from time to time. (2) The policy shall state clearly what information is being collected; the use of that information; possible third party exchange or disclosure of that information; and the choices available to the Consumer regarding collection, use and disclosure of the collected information. (3) The policy shall disclose the consequences, if any, of a Consumer’s refusal to provide information. (4) The policy shall also include a clear statement of how to contact the ICSL regarding information issues and related information access or complaint mechanisms.

**Maintaining Data Quality**

38.—(1) When ICSL collect, maintain, use or disclose individually identifiable Consumer information ICSL shall take reasonable steps to ensure that the information is accurate, relevant and current for the purposes for which it is to be used. (2) ICSL s shall establish appropriate processes or mechanisms so that inaccuracies in individual Consumer information, including out of date information, may be identified and corrected. Other procedures to ensure data quality may include use of reliable sources and collection methods, reasonable and appropriate Consumer access and correction, and protection against incidental or unauthorized alteration.

**PART VII—COMPLAINTS HANDLING****Information to Customers**

39.—(1) ICSL shall provide easily understood information about their complaint processes in various media and formats, including as specifically directed by the Commission from time to time. (2) ICSL s shall ensure that Consumers can easily identify how a complaint may be lodged, either at an ICSL’s premises or using identified forms of telecommunications. (3) Information on the complaints handling processes shall contain information— (a) to Consumers about their right to complain; (b) on how ICSL s can be contacted in order to make a complaint; and (c) on the types of supporting information including, documents the complainant needs to furnish when making a complaint. (4) All complaints will be recorded by ICSL s, and processed in accordance with identified practices and procedures.

**SPECIAL NEEDS**

40.—(1) ICSL will make adequate provision to ensure that people with physical disabilities or other special needs are able to access her complaint handling processes, including ensuring that Consumers can be easily represented by their authorized representatives in order to make a complaint. (2) In cases where Consumers specifically request assistance in lodging complaints, ICSL will provide reasonable assistance.

**COMPLAINT PROCESS**

41.—(1) written complaint shall be acknowledged by the ICSL and acted on within any time frames set out in the Commission’s Quality of Service Regulations (or as otherwise directed by the Commission from time to time). ICSL will acknowledge and otherwise initially respond to a complaint either verbally or in writing, but should make reasonable efforts to make the initial response in the manner requested by the complainant. (2) Non-written complaints shall be taken as acknowledged by the ICSL at the time the complaint was communicated to ICSL. (3) Where possible, Consumers shall be advised when they make a complaint of the expected actions and timing for investigating and resolving the complaints. In the event that ICSL regards the complaint as frivolous or vexatious, the Consumer shall be informed accordingly and if dissatisfied the Consumer shall have the further recourse described below. In any event, no Consumer complaint shall remain unresolved for more than three (3) months. (4) ICSL shall implement processes to provide Consumers with sufficient information and the means to inquire on the progress of complaints. Such processes include ticket numbers in order to facilitate timely and accurate responses to subsequent enquiries by Consumers. (5) Consumers shall be advised of the outcome of the investigation of their complaint, and any resulting decision by ICSL. (6) Where a Consumer is not satisfied with a decision reached pursuant to a complaint, ICSL has an identified escalation process by which the decision may be examined by a suitably qualified person in ICSL’s organization. Where the Consumer has already been provided with the benefit of the ICSL’s escalation process (as) and where there are no further escalation processes, the ICSL shall inform the Consumer accordingly. (7) In the event that a complaint has not been resolved to the Consumer’s satisfaction, including as a result of any escalation process, within sixty (60) days of being communicated to ICSL, ICSL shall inform the Consumer that he or she may refer the complaint to the Commission. (8) Failure to deal with Consumer complaints, and any related service failures, shall also be subject to the requirements of the Quality of Service Regulations, including payment of any specific service credits or rebates as per ICSL service credits and or SLA.

### **Charges**

42. Complaint handling processes is provided free of charge. However, ICSL may impose a reasonable charge for complaint handling processes where investigation of the complain requires the retrieval of records more than twelve (12) months old, and where that retrieval results in any incremental expense or significant inconvenience to the ICSL. Any such charges shall be identified and agreed to by the Consumer before being incurred.

### **Further recourse**

43. ICSL shall advise Consumers that, in the event they remain dissatisfied with the outcome of a complaint they may refer the complaint to identified persons or departments, within the Commission. (2) For disputes that remain unresolved by other means, the Commission will apply the processes set out in its Dispute Resolution Guidelines.

### **Action on disputed charges**

44.—(1) ICSL shall avoid imposing any disconnection or credit management action regarding any service to which a complaint or billing dispute relates while the complaint or dispute is being investigated. ICSL shall inform the Consumer that, while the complaint or dispute, is being investigated, the Consumer is obliged to make payment of any outstanding amounts other than the amount that is specifically in dispute. (2) Where ICSL intends to take disconnection or credit management action against a Consumer regarding any amount that has been the subject of a complaint or dispute, the ICSL will specifically notify the Consumer before taking the intended action.

### **Internal data collection and analysis**

45.—(1) ICSL has installed appropriate recording systems for complaints and their outcomes. Such tracking is also needed to meet the requirements of the quantity of Service Regulations (2) Complaints tracking data shall be categorized and analyzed by ICSL from time to time to allow for the identification of recurring problems, ICSL shall inform the Consumer that a record of their complaints is being kept, and if requested by the Consumer shall describe the complaints, tracking system used by ICSL.

### **Review**

46. ICSL will review her complaint handling and tracking processes from time to time to ensure effective processing, of complaints. ICSL shall also report on the outcome of these reviews as requested by the Commission, and shall make any changes to complaint handling and tracking processes identified, by the Commission.

### **Changes to complaint handling policy**

47. ICSL shall update any information regarding her complaint handling and tracking processes as appropriate, including information provided to Consumers or the Commission.

### **Retention of records**

48. Information collected and recorded as part of ICSL's complaint handling processes shall be retained by ICSL for at least twelve (12) months following resolution of a complaint.

### **Audit by commission**

49. The Commission may from time to time audit the complaints handling and tracking processes of ICSL, including by exercising its powers pursuant to section 141 of the Act.

**PART VII—CODE COMPLIANCE****ICSL Responsibilities**

50. ICSL shall— (a) develop appropriate policies and procedures for ensuring compliance with this General Code (or any individual consumer code approved by the Commission) ; (b) ensure that the compliance policy, procedures and applicable code provisions are publicized to employees and other representatives of ICSL ; (c) develop appropriate procedures or programs to educate employees regarding code compliance issues ; (d) implement appropriate management structures and practices to monitor compliance with the policies, procedures and code provisions ; and (e) provide information to the Commission, as provided for in this General Code or as otherwise requested by the Commission, relevant to ICSL ’s consumer code obligations and ongoing compliance efforts.

**Compliance Monitoring and Reporting By the Commission**

51.—(1) The Commission will monitor compliance with applicable code provisions on a regular basis to ensure the overall effectiveness of consumer codes in achieving their objectives, which include— (a) complaints monitoring ; (b) routine verification of code compliance by ICSL ; and (c) identification of other consumer code issues. (2) The Commission will publish quarterly progress reports to assist it in its ongoing monitoring and review of consumer codes and related issues. The progress reports will include— (a) identified breaches of applicable code provisions, and any remedial actions taken; (b) recurring complaints and actions taken to address these; (c) statistics on complaints and their resolution; and (d) steps taken by ICSL in the development of in-house compliance systems, (2) The Commission’s annual report will contain a summary of all progress reports or the relevant year.

**COMPLAINT REGARDING COMPLIANCE**

52.—(1) Complaint about failure to comply with this General Code or any other applicable consumer code will arise in two broad categories: Consumer complaints and “Industry” complaints. Retention of records. Audit by Commission. ICSL responsibilities. Compliance monitoring and reporting by the commission. Complaints regarding compliance. B 272 (2) The Commission shall administer appropriate and impartial processes for the investigation and resolution of both Consumer and Industry complaints. (3) In the event the Commission finds that a complaint does not fall within its jurisdiction, the Commission will refer the matter to the appropriate body.

**Consumer Complaints**

53. All complaints by Consumers will first be lodged and dealt with by ICSL in accordance with Part VII of this General Code. Where a Consumer lodges a complaint with the Commission and does not initially contact the ICSL, the Commission will forward the complaint to the ICSL for resolution in accordance with Part VII of this General Code.

**Industry Complaints**

54.—(1) Industry complaints are those made by one provider against another for an alleged breach of a consumer code. Industry complaints will also include complaints by a group representing consumer interests against ICSL. (2) All Industry complaints will be lodged directly with the Commission. Where an Industry complaint is lodged with a provider, without evidence that the complaint has been lodged with the Commission as well, the provider shall forward a copy of the complaint to the Commission without delay, and will notify the complainant that its further contact regarding the complaint should be with the Commission and not the License.

**Commission Investigations**

55.—(1) The Commission will oversee compliance with and administration of the General Code and any other applicable consumer codes. (2) The Commission will analyze and investigate complaints in order to determine whether there has been a breach of the applicable code. In the event the Commission finds that there has been a breach, it will consider the following factors in arriving at a decision on the remedial actions or penalties to be imposed: (a) seriousness of the breach; (b) past conduct of the ICSL with respect to compliance with the code; (c) representations made by the ICSL with regards to the breach and related circumstances; and (d) any compensation offered by the ICSL to affected Consumers for the breach. (3) The monitoring and enforcement of consumer codes will be exercised in accordance with the Nigerian Communication’s (Enforcement Processes, etc.) Regulations 2005. With respect to any penalties for contravention of applicable code provisions, the Commission will be guided by the considerations set out in Chapter IV (“Administrative Fines”) of those regulations. (4) The Commission may also issue a caution notice to a ICSL with no record of past problems, identifying remedial measures to be undertaken but imposing no other penalties or sanctions. (5) Continuing or repeated breaches of this General Code or any other applicable consumer code shall be reviewed by the Commission to determine if they constitute an offence under the Act, including as a breach of applicable license conditions. (6) Unless otherwise specifically identified by the Commission, the parties to a complaint shall be responsible for their own costs or expenses associated with the complaint. The Commission shall also identify any circumstances in which any costs or charges will be payable to the Commission in connection with its involvement in the resolution of any complaint, prior to a party incurring the payment obligation.

**Appeal Process**

56. In the event that a decision by the Commission is not accepted by a party to the decision, that party will have the right to challenge the decision pursuant to Sections 86 to 88 of the Act, in accordance with the practices and procedures described in those sections.

**Confidentiality**

57. Information disclosed in the course of any complaint or compliance proceeding under this General Code or other applicable consumer code may be protected as confidential information as provided under the Act, including Sections 59, 60 and 86(3) of the Act

## ICSL ACCEPTABLE USE POLICY

For the complex network of networks which we call “the Internet” to function correctly, it is essential that all of those who connect to it do so in accordance with generally accepted standards and practices.

Most customers of ICSL Internet will be using commercial software which handles all technical aspects of their connection for them, but certain configuration issues and matters of courtesy or common sense must be noted by all users.

ICSL Internet's relationship to other networks, and ultimately its connectivity to the rest of the Internet, depends largely upon proper behavior by Customers, and therefore ICSL Internet cannot tolerate practices by any of Customers which negatively impacts our equipment or network, or that of other users of the Internet, or which in any way damages ICSL Internet's standing in the wider Internet community.

ICSL will therefore enforce appropriate sanctions against any Customers who are responsible for abuse of the Internet. Such sanctions include, but are not limited to, a formal warning, suspension of one or more of the Customer's services, suspension of all Internet access through ICSL Internet, or termination of the customer's account(s). Where services are cancelled or withheld for abuse, ICSL Internet shall not be obliged to refund any unused portion of fees paid, and reserves the right to levy appropriate additional charges as damages. Such charges shall not preclude or supersede any rights ICSL may have under the Service Agreement with the Customer.

For the guidance of customers on what ICSL Internet considers to be unacceptable, some general issues are addressed below. Please note that ICSL is not responsible for the content of external sites which are referenced by this AUP.

You must not use your Internet connection for any illegal purpose. You should be aware that some material is illegal to possess or transmit. You should also note that unauthorized access to computer systems can be an offence; although many machines connected to the Internet are placed there so that you may access them, it does not follow that you may access any computer you come across.

Your traffic over the Internet may traverse other networks, or use other services, which are not owned or operated by ICSL Internet. If more restrictive than this AUP, you must also abide by the AUPs and other terms and conditions imposed by the operators of those networks and services.

- You must not send packets onto the Internet which have forged addresses or which are deliberately constructed so as to adversely affect remote machines.
- Your machine or network must not be configured in such a way that others can exploit it to disrupt the Internet.
- You may not run "scanning" software which accesses remote machines or networks, except with the explicit permission of those remote machines or networks.
- You must ensure that you do not further the sending of unsolicited bulk email or any other form of email or "abuse". This applies to both materials which originate on your system and also third party material which passes through it.
- You must not run an "open mail relay", via a machine which accepts mail from unauthorized or unknown senders and forwards it onward to a destination outside of your machine or network. If your machine does relay mail, on an authorized basis, then it must record its passing through your system by means of an appropriate "received" line. As an exception to the ban on relaying, you may run an "anonymous" relay service provided that you monitor it in such a way as to detect unauthorized or excessive use. However, you may not relay traffic from such an anonymous system via ICSL Internet's servers, i.e. you can only pass email from such a system to ICSL Internet where this is the correct destination for final delivery.

Any decision ICSL makes in relation to its services will be final on all matters

The customer shall not:

- Obtain or seek to obtain, by any means whatsoever, information regarding the personal identification or password of any other person which is a customer of ICSL or any network to which the Customer may be permitted access;
- Obtain or seek to obtain access to or interfere with any programs or data maintained by ICSL;
- Develop or use programs which adversely affect or impact other customers, the Services, the Internet or any computer network;
- Use, transmit or store anything obscene, offensive or defamatory or which appropriates a personality without legal permission or which in any way violates or infringes copyright, trademark or other intellectual property rights;
- Utilize the Services and the Internet for any purpose which is contrary to the laws of any government having jurisdiction over ICSL and/or the Customer; and Commit any act or cause or permit any act to be committed or provide any services which will conflict with or affect in any way the provision of the Services by ICSL.