

5M Telecom Limited

Consumer Code of Practice



INTRODUCTION

5M Telecom Limited (5MT) is an ISP (Internet Service Provider) company licensed by the Nigerian Communications Commission (NCC) to provide Internet services in Nigeria.

5M Telecom provides fixed broadband services to subscribers. These services are delivered via our Point-to-point and Point-to-multiple Point fixed wireless access network platform which are available in selected cities in Nigeria. At 5MT, we consider honesty and integrity to be very important ingredients of long-term success and our ethical wellbeing. Our professional standards are high and we ensure strict adherence with laws and regulations applicable to our business and general laws of the Federal Republic of Nigeria.

1.1 Scope and Objectives

This General Consumer Code of Practice (the “General Code”) is published by the Nigerian Communications Commission pursuant to section 106 of the Nigerian Communications Act 2003 (in these Codes referred to as “the Act, which contemplates the development of a consumer code that would govern the provision of services by licensed telecommunications operators in Nigeria.

This General Code is to be read in conjunction with the Consumer Code of Practice Regulations 2007. The matters which this code aims to addresses shall include but not limited to the under listed matters:

- Reasonable meeting of Consumer requirements
- Handling Consumer complaints and disputes
- Consumer Compensation in case of breach
- Protection of Information
- Billing

1.2 Definitions

Terms used in this General Code are either defined in the code or have the meanings defined in the principal Act.



1.3. Application of the Code

This Code applies to the provision of Internet links using Type-approved Radios on the free-spectrum frequency band. It has been developed by 5MT in line with the established and published NCC's General Code of Practice.

1.4 Code Administration

The Code will be administered by 5MT 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. Compliance monitoring and code administration will typically be undertaken by the Consumer Affairs Bureau of the Commission, or such other departments or authorities within the Commission as are designated from time to time.

1.5 Code Amendment

5MT may amend this Consumer Code from time to time for conformance to set guidelines that may be required by law or by the NCC.

2. DEFINITIONS & INTERPRETATIONS

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

"Quality of Service Regulation" means the Quality of Service Regulations 2013

"Host" means the 5M Telecom Ltd.

"Consumer" means the customer



3. PROVISION OF INFORMATION TO CONSUMERS

3.1 General

5M Telecom Limited shall upon request provide a copy of the contract or agreement for the provision of services and such contracts shall be in clear and simple language. Copies of duly approved individual code shall be available to consumers on request.

3.2 Service Contract and Duration

Separate minimum periods will apply to the service we supply to you and to each other user depending on the pricing option and package you choose. The minimum service duration or period of service for our consumer data Broadband service is 30 days while that for enterprise service is 12 months or as may be mutually agreed with the customer. The service will begin and the minimum period starts on the day you purchase the customer premises equipment and any other equipment required to use the service, or on the day we activate the service whichever is later.

Please note that 5MT's broadband services is not available in all parts of Nigeria or in every city in Nigeria and may be restricted to certain areas within those cities where service is available.

4. DESCRIPTION OF SERVICES

5MT manages all aspect relating to Internet Service Provision as an Internet Service Provider (ISP) to individuals and corporate bodies.

4.1 Enterprise

Using industry-leading technology (such as our very own high-speed wireless access technology) as our core access network infrastructure and other fixed wireless radio services (via unlicensed free-spectrum frequency), we provide Internet services to individuals and Business Enterprises. Consumers shall be provided with a complete description and applicable rates of the service options in clear and plain language before entering into a contract for any of our service plans.

4.2 Domain Name Services

5MT provides email addresses and domain name registration. The details of the products available, including methods of access, numbers of addresses, amount of web space and tariffs are made available in clear and plain language before entering into a contract for the



service.

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.

5.1 Retail Services

Our retail pricing structure for residents and small businesses is segmented by the various service plans available on our fixed wireless broadband services platform. Our service plans can be viewed via our website: <http://5mtelecom.com/pricing/>

5.2 Enterprise Services

Pricing for services provided to enterprise customers are as per the individual requests and therefore deemed misleading if communicated before comprehending such requests.

6. CONTRACT TERMS & TERMINATION

Infrastructure sharing contracts with Consumers shall incorporate standard clauses relating to commencement date, minimum contract term (where applicable), manner and consequences of premature termination and calculation basis for payment of any penalty therefrom, situations where early termination may be permitted, renewal terms, installation, connection and decommission terms, and refund policies. Furthermore, all terms and conditions of a contract regarding the provision of any of our services shall be clearly stated in the contract or agreement in clear and plain language.

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

- (a) The commencement date of the contract;
- (b) What the minimum contract term is, if applicable;
- (c) Where applicable, the minimum contract period and the manner and consequences of termination;



- (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, withdrawal or discontinuation of the service; and
- (j) Terms and conditions relating to the delivery, installation or activation of the service.

6.1 Consumer Services

Our contract terms and related information is available on our website and/or our engagement contract documentations. Our Customer Registration and Agreement Forms also provide additional contract terms and information, which can also be found on our website and/or our engagement contract documentations as well as in our offices, all written in plain and clear language.

6.2 Enterprise Service

Our contract terms and related information are available to customers in the Customer Registration and Agreement form.

Prior to activating the service, every subscriber will be expected to sign a service contract which details full terms under which we provide products and services to our customers. It governs the contractual relationship between us and if any discrepancy exists between the Service Contract and Consumer Code of Practice, the Service Contract shall take precedence. A copy of our Customer Registration and Agreement Form is available for pick up in our offices and/or download from our website . Our Network Survey Form is also available for pickup and/or download and such forms shall be written in plain and clear language.



7. PRODUCT WARRANTIES & MAINTENANCE

7.1. Where applicable, 5MT shall inform the consumer of any contractual warranty relating to any shared infrastructure. Such information, where applicable, shall include how to obtain such warranty services

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

7.3. We guarantee that any equipment that we sell or deploy to the Consumer will work to the relevant specification for the minimum period of 90 days and will be free from faulty design, manufacture or materials. If at any time during the minimum period you find that the equipment is not working properly the Consumer may return it to us and 5M Telecom will replace (or at our option) repair it. We will not be responsible for any defects arising from fair wear and tear, accidental or willful damage, misuse or failure to follow our instructions.

8. PROVISIONING OF SERVICE

Provision of services by 5MT shall be in accordance with the service supply time targets set out in the NCC Quality of Service regulations annexed to this Code. 5MT shall however not be liable for any delays or refusals of service requests, lack of site availability of infrastructure availability which is beyond its reasonable control.

Further to clause above, 5MT shall bear no responsibility for internet delays or refusals where such is attributable to the lack of credit worthiness of the Consumer.

8.1 Consumer Services

To order any of our consumer services, you can visit our offices in any city where we have coverage. You can also order via our website <http://5mtelecom.com> or call our sales team on +234 708 517 5638. You can also email us at . You will have to pay for the customer premises equipment, installation and at least one month's subscription for any selected plan based on our product price list. Your service will be activated within 7 working days after



confirming your payment.

You agree to follow any reasonable instructions that 5M Telecom may give you relating to use of the service, and to allow us access to your premises if required. You also agree to get any permission needed from someone else if we have to use their land or put our equipment on their premises.

You may choose to cancel your order at any time up to fourteen days (that is ten working days) if the Consumer is unhappy with the service throughout the usage period, beginning with the day after we deliver the equipment or when you have collected the equipment. If you do so, you agree to return the equipment, following our instructions and at your cost. We will refund any payment you have made for the equipment. If we have to collect the equipment, 5M Telecom may charge you our reasonable costs for doing so.

If the Consumer is using any services, applications or features which are free of charge, these will end on the day your agreement with us ends.

We may also take action to manage the network's performance during periods where there is a high demand.

8.2 Enterprise Services

- i. To request for our enterprise services, customers can visit our website or call our sales team on +234 708 517 5638. You can also email us at . You can visit our offices in any city where we have coverage. Service will be activated within 14 working days after signing up the service order form.
- ii. Customers are required to agree to the general and commercial contract terms, including the Acceptable Use Policy as defined in the Service Order Contract Form or Customer Registration and Agreement Form.
- iii. Customers will be required to secure physical access to installation site for each service prior to mobilization to site for deployment
- iv. Upon completion and commissioning of the services, a user acceptance test is jointly carried out and customer is required to sign off a job completion certificate.
- v. Customers are then billed on a recurring basis for the agreed contract duration.

Customers are encouraged to implement quality of service monitoring systems to enable



monitor service performance.

9. FAULT REPAIR AND SERVICE INTERRUPTION

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

9.2 The standard of fault repair as set out in the annexed Quality of Service regulations shall apply to the fault repair standards established by the Host.

9.3 5MT shall endeavor to give adequate notification of any planned downtime including details of the disruption or outage, the services and service area affected and any corresponding compensation or other remedies if applicable.

From time-to-time customers may encounter problems with the service. This may be as a result of problems with our equipment, network (passive and active) or with equipment on your premises. 5MT shall inform subscribers via email, short message service or via any suitable medium of planned network maintenance either for preventive or corrective situations.

If you experience a problem with the service, you can contact our Customer Support Department or your sales representative/account manager. They will establish with you the cause of the problem and assist in repairing it. They will repair the problem if it is with our equipment. They may advise you how to repair the equipment or software if it is on your premises or may suggest who you need to contact.

You agree to look after your customer premises equipment. If you do not do so and the equipment is damaged, the Consumer may have to pay for it to be repaired or replaced. If the device is observed to be damaged by electrical faults or local mishandling, the Consumer will have to pay for it to be repaired or replaced.

If you return any equipment as faulty, 5M Telecom may test the equipment if it is working, 5M Telecom will send it back to you. If we do so, 5M Telecom may charge you costs for our testing and dispatch. This does not affect your legal rights relating to equipment which is faulty or wrongly described.

10. AVAILABILITY OF SERVICE

10.1. 5MT shall ensure that marketing presentation materials to potential Consumers indicate any known geographical or technical limitations which may substantially affect the performance of the Consumer services.



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

10.3. Our FWA (Fixed Wireless Access) network is not available in all parts of Nigeria or in every city in Nigeria and may be restricted to certain areas within those cities where service is available. Our services may be affected by geographic, atmospheric or other conditions or circumstances beyond our control.

11. ADVERTISING OF PACKAGED SERVICES

Advertising Practitioners Council of Nigeria (APCON)

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

Availability of Service

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

(1) 5MT 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 5MT.

(2) 5MT 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 Service

Our FWA service may be bundled up with other integrated contents. Details are available on our pricing terms and conditions of service.

Where 5MT represents in advertising materials that a service is provided as part of a package, 5MT shall ensure it is able to supply all components of the service package. In the event that 5MT is or may be unable to supply any component of the package, appropriate information about this limitation shall be included in the advertising materials.

Where advertising materials indicate the price of a component of a service package, 5MT shall include in the advertising materials a statement of the minimum total charge for the package, and indicate any conditions that may apply to obtain the component at the stated price.

Unsolicited Telemarketing

5MT will clearly be identified as the provider of all its products and services communicated via any means and/or third party vendors. Details of any products and services subject to any communication will be clearly defined within the communication and/or a reference point given within the same communication for access to comprehensive information on the communication in question. The consumer of such communications has the right to cancel any arrangement to purchase, lease or deliver any of our products and services within seven (7) days of the communication, except where the product or service has been supplied to or used by the consumer of the communication.

12. BILLING INFORMATION

12.1. The following information shall be contained in invoices issued to the Consumer:

You can settle the invoice by paying via our self-service portal (if available), cash or direct payment through any of our nominated banks or by cheque, provided the cheque shall mature and 5MT can earn value before your subscription expiry date. To prevent suspension, we recommend that payments via cheque should be made at least 72 hours before the service expiry of the current subscription.

You agree to pay all charges for the equipment and the service, including any state or federal taxes and charges, whether you use the service or someone else does. The method of



payment is via our online platforms, POS, cheque, cash or as we otherwise agree with you while the collections points will be any of 5MT designated offices and nominated banks as communicated in your invoice.

Unless we agree otherwise, 5M Telecom will normally bill you upfront (in advance) for any rental charges for the service. We will bill you later for any other usage charges after the event which the charges relate to. If possible, charges will appear on your next bill, but sometimes there may be a delay.

At a minimum, the following information will be provided in any bill issued to consumers:

- The Consumer's billing name and address.
- Our current business name, address and registered number.
- Your unique customer identification number.
- Date of invoice and billing period.
- Description of the services provided by 5MT for which consumer is charged.
- Possible historical summary of charges including total amount billed.
- Applicable credits, advance payments or discounts, and the net amount payable by Consumer or repayable by Host as the case maybe.
- The date on which the bill is issued.
- The bill (or refund) payment due date.
- Methods of bill (or refund) payment.
- Methods of contact for complaints and billing inquiries; and
- The company's Tax identification Number (TIN)
- Where required by the customer the PO number and 5MT VAT number.

We will send any bills to your email address unless you tell us otherwise. For Our FWA Service, the Consumer may also see your bills online at , which is subject to the completion of a secure online platform for the protection of your personal and account information. After your initial payment for our service, 5M Telecom will send bills regularly. However, 5M Telecom may sometimes send you a bill at a different time, for example if the amount of money you owe us is considerably higher than expected.

We will notify you at least two (2) months in advance (via email and other means) of any proposed changes to consumers' billing periods for all monthly-based services. The notification period may be subject to external factors such as drastic changes in governing laws and regulations.

You agree to pay the charges as soon as you receive your bill. You may also need to pay a deposit or a payment upfront before you can receive the service or goods.

You will be able to verify all FWA bill payments via our Statements of Accounts obtainable



from our Accounting Management System.

If you do not pay your bill, 5M Telecom will send you a reminder or call you. If we do not receive payment by the last day of your existing subscription, 5M Telecom shall suspend the service unless we agree otherwise.

5MT will pursue all routes available to it to recover outstanding debts. We will send out reminder letters to follow up on outstanding invoices. We will send these by email or mail to the address we have in your account details and any other means deemed legal and necessary. We may suspend your service at any time for non-payment. We may instruct solicitors to recover outstanding debt.

We may implement fair-usage policy for all FWA Broadband options (including any unlimited options) and notify you of such when done.

If you constantly go over your usage guideline (max out), 5M Telecom may advise you to upgrade to another FWA Broadband plan that is better suited to your usage. If we upgrade you to another Broadband plan, a new service charge will apply.

13. ITEMIZATION OF CHARGES

13.1 5MT shall ensure that consumers have access to itemized details of all charges either on the bill or on a separate statement provided to the Consumer upon request.

14. TIMING FOR ISSUANCE OF BILL

14.1. 5MT shall process and issue bills and include all charges incurred within 30 days of the closure of each billing period.

14.2. 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 5MT 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; or

(f) Billing is delayed by circumstances beyond the reasonable control of 5MT, such as an event of force majeure.

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

15. RECEIPT AND CONSUMER PAYMENT ADVICE

15.1 5MT shall ensure that customers are able to verify their bill payment by acknowledgement of payment on the next cycle or appropriate and accessible methods as may be made available by 5MT.

16. BILLING FREQUENCY

16.1. Consumer shall be provided with advance notification of any proposed changes in billing period, such advance notification to be at least equal to two (2) of its otherwise applicable billing periods (that is at least 2 months in advance where the billing period being changed is monthly). The notification period may be subject to external factors such as drastic changes in governing laws and regulations.

NON-PAYMENT OF BILLS

17.1. In the event of non-payment of bills to 5MT, our company shall take necessary measures (which includes but not limited to referring the issue of upon-payment by the consumer to the NCC) to effect such payment or disconnect the consumer's equipment.

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

18. INFORMATION TO CONSUMERS

18.1. 5MT shall ensure that its complaint procedure is accessible in various media and formats or as directly specified by the NCC from time to time. Information on the complaints



procedure shall include:

- Consumers right to lodge complaint
- Mode of lodging the complaint to the Host
- Requisite documents required to lodge a valid complaint
- Means to enquire on status of complaint

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

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

18.4. If the Consumer is unhappy with our service, contact us and let us know. It is through your feedback that we are able to review and improve the overall quality of service we provide. If you have a complaint our formal internal complaints procedure is outlined under the complaint process section below. We are fully committed to addressing all complaints, fully and fairly, and in a reasonable time frame. We do try and resolve complaints via all our support touchpoints. Please contact us stating a preference for a written response if so desired.

19. SPECIAL NEEDS

19.1. Adequate provisions shall be made by 5MT to ensure that people with special needs are able to access the complaint handling process.

19.2. 5MT shall use its best endeavors to provide reasonable assistance to Consumer who may request assistance with lodging complaints.

19.3. 5MT is aware of its legal and moral obligations to disabled customers. We offer a number of different services for our customers with special needs. These services are designed to not only meet the demands of the current regulations, but to also enable us to offer the best possible service to these customers.

19.4. Consumers with disabilities will be allowed to subscribe for the service via an authorized representative.

19.5. Special Literature



Copies of this code of practice in larger print are available by post or email from us on request. Our web developers are also working continually to improve the accessibility of our sites to disabled customers.

19.6. Priority fault repair

In the event of a fault, where a special needs customer has a bona fide need of urgent repair, priority is given to restoring such a customer's service.

19.7 Bill payment

Disabled customers who are dependent upon the service may nominate somebody who can help them deal with bills, and their accounts in general. Specifically, this nominee can:

- Be the person to whom the customer's bill is sent.
- Be the person to whom any enquiry will be made by 5MT in the event of a bill not being paid.
- Pay the bill on behalf of the customer - but will not be held legally liable for the bill.

In order to take advantage of any these services, customers with special needs must pre-register their requirements with us. In order to register call our Customer Care at +234 708 517 5638 and also send mail at 5m@5mtelecom.com.

20. COMPLAINT PROCESS

Complaints shall be acknowledged by 5MT verbally or in writing but preferably in the mode or manner requested by the Consumer complainant. Consumer shall forward complaints to the registered address of 5M Telecom Limited as stated below:

5M Telecom Limited, 20 Ibusa Avenue, Independence Layout, Enugu, Enugu State.

Telephone: 0708 517 5638, Email: , Self-service portal (if available),

WhatsApp: 07085175638 (5MT Customer Service) and

Social media channels – Twitter: @5mtelecom, Facebook: 5M Telecom Limited, Instagram: @5mtelecom

2. Where possible, the Consumer shall be provided with an expected outcome or estimated timeframe within which the complaint shall be investigated and resolved. Notwithstanding the forgoing, complaints including those which require further recourse



for lack of acceptable resolution, shall be acted upon within the set time frame as directed by the NCC from time to time or as provided in the annexed Quality of Service Regulations and this shall not exceed a period of three calendar months.

3. An identified escalation process shall be accessible to the Consumer where Consumer is dissatisfied with the outcome of a complaint resolution. Such escalation process shall involve further complaint examination by a suitably qualified authorized representative of the Host.
4. Consumers shall be duly informed where resolution via the escalation process has been exhausted and there are no further escalation processes.
5. Oral or non-written complaints shall be deemed acknowledged by 5MT at the time such was communicated to 5MT.
6. 5MT operates a customer service desk which is reachable 24 hours a day and 7 days a week via telephone, email and social media channels. Complainant should make sure that they have their Customer Name, Customer ID, 5M Package subscribed to, Address where our service is installed and summary of the complaint. This will enable us process and resolve your complaints quickly. If you send an email to us, the Consumer will receive an acknowledgement mail accordingly.
7. All Enterprise customers can contact our technical support center via telephone: +234 708 517 5638, Email: , Self-service portal (if available), WhatsApp: 07085175638 (5MT Customer Service)

Resolution Time

We aim to deal with problems as quickly as possible and so our help desk assistance will try to resolve the problem during the telephone call although complaint about bills may take longer to put right. If this is not possible, they will inform you of a cause of action. However, there are agreed Mean Time To Repair commitment defined in our service level agreement for enterprise customers.

Escalation

If you need to escalate a complaint about the way we have handled any aspect of your account or the way you have been treated when contacting the technical support or Customer Service desks, the Consumer may escalate by sending an email with the details of your complaint to cbo@55mtelecom.com or by writing detailing the nature of the complaint to:



The Chief Business Officer
5M Telecom Limited
20 Ibusa Avenue, Independence Layout
Enugu

Contacting You

When we need to contact you, 5M Telecom will use your billing address, e-mail address, mobile or fixed phone number. We will contact you to advise on the outcome of an investigation to any complaint which our help desk agents were unable to resolve during the initial telephone call.

d. Action on disputed charges

When there is an unresolved complaint or billing dispute, the consumer shall be obliged to make payment of any outstanding amounts other than the amount that is specifically in dispute. We shall not impose any additional charges in form of credit management or interest until while the dispute is being resolved.

21. CHARGES

21.1. 5MT Complaint handling processes shall be provided free of charge. However, any complain that requires the retrieval of records more than Twelve (12) months shall attract charges which the consumers must be informed and agreed to.

22. FURTHER RECOURSE

22.1. In addition to the complaint process set up by 5MT, the consumer reserves the right to escalate unsatisfactorily resolved or unresolved disputes to the Nigerian Communication Commission (NCC).

22.2. 5MT shall inform consumer after 60 days of non-resolution of the complaint to the satisfaction of consumer to proceed to refer the complaint to the NCC.



23. ACTION ON DISPUTED CHARGES

23.1. Where a Consumer has initiated a complaint through the laid down process and investigation is ongoing, 5MT may disconnect the installed equipment or related apparatus pending the resolution of the dispute.

24. INTERNAL DATA COLLECTION AND ANALYSIS

24.1. 5MT shall ensure availability of appropriate recording system for complaints and outcomes which shall comply with the requirements of the Commission's Quality of Service Regulations such that recurring issues are easily tracked for effective processing.

24.2. Complaints tracking data shall be categorized and analyzed by 5MT from time to time to allow for the identification of recurring problems. 5MT 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 5MT.

25. CHANGES TO COMPLAINT HANDLING PROCESS

25.1. 5MT shall ensure that Consumer is properly updated with any information regarding the changes in the Company's complaint handling process via our website or through email or WhatsApp broadcast if any and as may be required by NCC.

26. RETENTION OF RECORDS

26.1. Information collated and recorded by 5MT in respect of the complaint handling procedure initiated by the Consumer shall be retained for at least twelve (12) months following resolution of a complaint.

27. CONSUMER OBLIGATIONS



a. Acceptance of Licensee Terms

Consumers shall be bound by 5MT's terms of service on return of a signed service agreement, or on clearly accepting the service terms by any form of telecommunications. By activating the service on commencement date, the Consumer is deemed to accept our service terms.

b. Access to Maintenance

Consumers shall grant the Licensee 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.

c. Tampering with Equipment

Consumers shall not use any equipment or related facilities provided by a Licensee 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 5MT. Consumers shall be responsible for any loss of or damage to equipment or facilities that result from actions contrary to the terms and conditions of service or this Code.

Modification or attachment of any unauthorized device to the Licensee's equipment or facilities is prohibited without prior written authorization from the Licensee.

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 5MT that requires special authorization, may be installed by or on behalf of any Consumer.

d. Reselling Services without Authorisation

The Customer warrants that the services will not be resold, unless 5MT is notified in writing of the Customer's intent to do so. In the event that the services are resold with notice to 5MT, the Customer shall save and hold 5MT harmless for all liability arising from the use or misuse of such resold services, which must be sold under a formal agreement similar in form to this Agreement, including the Acceptable Use Policy. The Customer acknowledges that notice to 5MT of its intent to resell the Services is an acceptance of this clause. The Customer may, however, share the services with third parties without cost. The Customer acknowledges that liability for any use or misuse of the shared services shall rest with the Customer.

e. Misuse of Service

Consumers shall not misuse public telecommunications services, including by: dishonestly obtaining telecommunications services; or possessing or supplying equipment that may be used to obtain such services dishonestly or fraudulently; or using services to send messages



that are obscene, threatening or otherwise contrary to applicable laws or regulation.

f. Dishonest Churning

If the Consumer is a new customer asking for broadband service, 5M Telecom may choose to investigate your payment history with your last provider before granting you service. For this reason the Consumer may need to provide proof of your identity. Consumers are not allowed to 'switch' service to another operator without settling all valid payment arrears for any services already provided by their last operator.

28. PROTECTION OF CONSUMER INFORMATION

We know that privacy is very important to our customers and we want you to feel confident about the privacy and security of your personal information. We take reasonable care to prevent any unauthorized access to your personal information. 5MT recognizes the importance of your privacy. We use personal information that we collect from customers in accordance with strict procedures and laws of Federal Republic of Nigeria. We have set out below some important information about the personal information 5M Telecom may hold about you, and how we use it. Full details of our Privacy Policy can be made available by writing to us.

a. General Principles

When ordering for our service, 5M Telecom may ask you for information such as name, home or business address, contact phone numbers and email address. We collect this information by phone, in writing or through a website. We may also ask you other relevant information about the service the Consumer is using or ordering.

How We Use Your Personal Information

We use information about you in the following way:

- Process of orders you place with us.
- Charge for services we provide.
- Publish your details in our directory, provide directory enquiry service or information to the regulator, NCC and other authorized government agencies.
- Communicate with you about how to use the service and let you know about any changes to the service.



- Market our own products and services. We need your permission to use your information for this purpose. We will assume we have your permission unless you tell us otherwise by writing to us at 20 Ibusa Avenue, Independence Layout, Enugyou City, Enugyou State.
- Carry our market research and analysis on our current products and services and future developments. We will make sure that you cannot be identified. We may give information in this form to certain other people or organizations.
- Prevent and detect criminal activity, fraud, misuse of or damage to our network and prosecute and sue those responsible.
- We may provide information (in response to requests from authorized law enforcement agencies) to prevent and detect crime and prosecute offenders. We may also provide information to protect national security. In all cases, 5M Telecom will do so in line with the laws of Federal Republic of Nigeria.

How long Do We keep personal information

How long we keep personal information depends on how we use that information. In some cases, by law we must keep information for a minimum period as specified by an authoritative body. Unless specific legal requirements say otherwise, 5M Telecom will keep information no longer than is necessary for the purpose we collected or processed the information.

Changes to our Privacy Policy

We may make changes to our Privacy Policy from time to time. Your continuing use of the data, voice and managed services indicates your agreement to the use of your personal information as set out in this Privacy Policy.

Maintaining Data Quality

We take due care in ensuring that personal information provided by the Consumer is retained and processed in a manner that ensures that this information is accurate, relevant and current for the purpose for which it is to be used for.

29. CODE COMPLIANCE

Licensees (5MT) Responsibility

5MT takes its responsibility to the code compliance very seriously and recognizes the importance of developing and maintaining good Code that is approved by the commission. The company is committed to an ongoing process of improvement in its operational performance, seeking not only to comply with legal or mandatory requirements but also



proactively educate her employees regarding the code compliance and providing the required information to the Commission as at when needed.

Compliance Monitoring and Reporting by the Commission

5MT is in full support and agrees to work with the Commission as well as customers to ensure that the service it delivers in terms of quality and customer support continues to meet and even exceed developed standards and codes of conduct.

Consumer Complaints

All complaints by consumers will first be lodged and dealt with by 5MT in accordance with Clause 20 of this Code. Where a Consumer lodges a complaint with the Commission and does not initially contact us, the Commission will forward the complaint to 5MT for resolution in accordance with our complaint handling process detailed in this Code.

Industry Complaints

Industry complaints are those made by one Licensee against another for an alleged breach of a consumer code. Industry complaints will also include complaints by a group representing consumer interests against a Licensee.

All Industry complaints will be lodged directly with the Commission. Where an Industry complaint is lodged with a Licensee, without evidence that the complaint has been lodged with the Commission as well, the Licensee shall forward a copy of the complaint to the Commission without delay and will notify the complainant that it has been forwarded to the commission.

Commission Investigation

The Nigerian Communications Commission (NCC) is empowered by law and is fully responsible for ensuring compliance as well as investigation into complaints or breach of code by either 5MT, her customers or between 5MT and other providers.

Appeals Process

Where there is a dispute between us that cannot be resolved within 60 days from the first date of lodging the complaint with us, customers have the right to refer the matter to the Head, Consumer Affairs Department of Nigerian Communication Commission.

Confidentiality

We will treat any information concerning any complaint or compliance in confidence and will not disclose it to anyone except or in accordance with any instructions you have given us. However, there are circumstances in which 5M Telecom may be required by law to disclose information. Such requests normally come from Statutory Authorities, for example,



Police Forces, EFCC etc. Any such disclosure will be strictly controlled and will be made fully in accordance with the laws of the Federal Republic of Nigeria.

30. 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 5MT 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.

5MT 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 5MT 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 5MT Internet's standing in the wider Internet community.

5MT 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 5MT Internet, or termination of the customer's account(s). Where services are cancelled or withheld for abuse, 5MT 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 5MT may have under the Service Agreement with the Customer.

For the guidance of customers on what 5MT Internet considers to be unacceptable, some general issues are addressed below. Please note that 5MT 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 the Consumer may access them, it does not follow that the Consumer 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 5MT 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 from your system and 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, the Consumer may run an "anonymous" relay service provided that you monitor it in such a way as to detect unauthorized or excessive use. However, the Consumer may not relay traffic from such an anonymous system via 5MT Internet's servers, that is you can only pass email from such a system to 5MT Internet where this is the correct destination for final delivery.

Any decision 5MT Internet 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 5MT 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 5MT.
- 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 5MT 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 5M Telecom Limited.



Anselm U. Kaduru
Chief Executive Officer

Clifford U. Ogbuagu
Director (Chief Business Officer)

