



EVERYTHING IS POSSIBLE – HUMANITY – INTEGRITY – HUMILITY - INSPIRATION

SMILE COMMUNICATIONS NIGERIA LIMITED

CUSTOMER CODE OF PRACTICE

**SUBMITTED IN TERMS OF CONDITION 8 OF
UNIFIED ACCESS SERVICE LICENCE (UAS/001/09)**

1. Introduction

- 1.1 Smile Communications Nigeria Limited ("Smile") is a holder of a Unified Access Service Licence ("UASL") granted by the Nigerian Communications Commission ("NCC").
- 1.2 Smile intends to provide affordable communications services in Nigeria.
- 1.3 Smile hereby publishes to the NCC its Customer Code of Practice as required by condition 8 of its UASL licence with details of its commitment and obligations to its customers.

2. Provision of Information to Customers

- 2.1. Smile customers will be provided with completely accurate and up to date information about Smile' products and services in simple and unambiguous languages.
- 2.2. The following services will be provided and charged on the Smile network:
 - a. High Speed Broadband Access to the internet;
 - b. Voice Services;
 - c. Short Message Services (SMS); and
 - d. Value Added Services
- 2.3. The information provided will include but not be limited to:
 - a. The services Smile provides and how to access them;
 - b. The advantages of using Smile's services;

- c. The manner in which customers will be able to access operator assistances where necessary;
 - d. The manner in which customer complaints will be handled;
 - e. The prices, rates, terms and conditions of our products and services will be made freely and readily available in electronic and print format at all Smile's retail or customer experience centers. Furthermore, any of Smile's services that are subject to price or tariff regulation by the NCC shall be described in service tariff pages published in electronic format. Where a review or any change in the tariff rates for services is carried out, such change will only be implemented after receipt of prior approval of the NCC and the affected Customers will thereafter be appropriately notified of the price change(s) in an effective manner;
 - f. Marketing and after- sales services;
 - g. The facilities and processes needed to permit Customers to report faults 24 hours a day;
 - h. Fault repair standards (to be in compliance with the quality of service regulations);
 - i. Advance warning of anticipated service disruptions or planned outages and service areas affected and any compensation if applicable or other remedies, other than in the event of force majeure or circumstances considered beyond Smile's control.;
 - j. Treatment of information obtained from a customer and how customers treat information obtained from Smile, e.g. warranty information.
- 2.4. Before entering into terms and conditions for any service, customers shall be provided with a complete description of the service in clear and plain language, avoiding unnecessary technical terms. Where other services are required in order to effectively utilize the service, the Customer shall be sufficiently informed of such requirements or service dependencies.

- 2.5. Smile shall also provide information on the service quality levels offered, the waiting time for initial connection and details of coverage maps.
- 2.6. Smile shall provide specific information regarding any compensation (if any), refund (if any) or other arrangements which may apply if contracted quality service levels are not met, along with the procedures and methods for resolving disputes in respect of the service contract.
- 2.7. At the point of entering into a contract to provide services, Smile shall ensure that Customer 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 Customer shall be informed of how and where it is available.
- 2.8. Smile shall endeavour to provide services within the service supply time targets set out in NCC's Quality of Service Regulations, subject to the following:
 - a. in the event that Smile encounters technical problems that interfere with provisioning of the service(s), Smile will endeavor to rectify the technical problems or interference within a reasonable timeframe in the circumstances, taking into account any time or process of rectification permitted by the NCC;
 - b. Smile will not be responsible for any readiness of premises or availability of infrastructure or equipment that is beyond its reasonable control; and

- c. Smile shall not be responsible for delays or refusals of service requests caused by the Customer being identified as not creditworthy.
- 2.9. Smile shall comply with any specific obligations that the NCC may impose on operators in respect of special services or service arrangements for subscribers with disabilities
- 2.10. Emergency Services:
 - a. Smile shall cooperate with any network or comply with other requirements that may be approved by the NCC in respect of the provision of emergency services, including such measures as location identification information, special numbers and routing to emergency services locations;
 - b. Smile shall ensure calls to emergency services shall be free of charge;
 - c. Smile may however apply to the NCC regarding the recovery of any special costs of implementing or operating emergency services, which the NCC may consider pursuant to section 107 of the Act.

3. Advertising and Representation of Services

- 3.1. Smile's advertising and promotional material will comply with the guidelines published by the NCC and the provisions of the Nigerian Code of Advertising Practice, established by the Advertising Practitioners Council of Nigeria (APCON). Smile will at all times ensure that any information on products, services and promotions reflected in advertising materials is clear and accurate. This will include accurate information on availability, total charges for, duration, etc.

3.2. Smile Nigeria will use a variety of communication media to reach the target audience with essential information. These will include but not be limited to the following:

- a. Print flyers that will be distributed in shops;
- b. Community radio;
- c. Outdoor;
- d. Influence the influencer program;
- e. Public relations;
- f. Community services program;
- g. Viral marketing;
- h. Direct marketing (door-to-door);
- i. Signage;
- j. Community road-shows;
- k. Agent Collateral;
- l. Website
- m. Social Media.

3.3. Smile shall make clear in advertising materials promoting the availability of a service in a specific or particular geographical location(s), the limitations on the availability of that service to Customers.

3.4. Smile shall highlight and make clear in any advertising materials promoting a service which restricts such service to -

- a. 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.
- 3.5. Where Smile represents in advertising materials that a service is provided as part of a package, Smile 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.
- 3.6. Where advertising materials indicate the price of a component of a service package, Smile shall include in the advertising materials a statement of the minimum total charge for the package, and indicate any conditions that may apply to obtain the component at the stated price.

4. Charging for Products and Services

- 4.1. All rates and tariffs will be approved by the NCC and represent the relevant charges for services. All Smile products and services will be displayed through relevant mediums including our agent locations and on leaflets and other advertising collateral.
- 4.2. Smile shall at all times endeavour 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 Customer for verification of the bill without any charge;
 - d. ensure that upon a bona fide request from a Customer, Smile shall inform or provide the Customer with timely, accurate and current

- information about its billing terms and conditions and options relevant to that Customer;
 - e. retain records of a Customer's bill and related charges for a minimum period of twelve (12) months; and
- 4.3. Smile services will predominantly be prepaid, but in the event that postpaid services are provided to customers, Smile shall ensure that, at a minimum, the following information is included in any bills issued or accessed by it or on its behalf:
- a. the Customer's billing name and address;
 - b. Smiles' 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 Customer is billed;
 - f. the total amount billed, applicable credits, payments or discounts, and the net amount payable by the Customer (or repayable by Smile);
 - 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; and
 - k. any call charges applicable for complaints and billing inquiry calls.
- 4.4. Smile shall ensure that Customers have access to itemized details of all charges, either on the bill or on a separate statement provided by Smile upon request.
- 4.5. Unless otherwise requested by or agreed with the Customer, Smile shall provide itemized details during the current billing period. Where applicable, the Smile shall inform Customers of the notice period

required to obtain itemized billing. In addition, Smile shall ensure that itemized details contained in previous bills are available for 12 months, or any longer period required by law.

- 4.6. Smile shall not charge Customers for bills or billing related information, except where the Customer requests information not required to be provided under this Code such as requests for billing details more than twelve (12) months. Smile shall inform Customers of any applicable charge resulting from their billing requests, and shall obtain the consent of the Customer to any charge before it is imposed.

- 4.7. Smile 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 Customer to the contrary; or
 - b. there is a delay as a result of the inclusion by Smile 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 Customer, such as where the Customer 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 NCC; or
 - f. billing is delayed by circumstances beyond the reasonable control of the Smile, such as an event of force majeure.

- 4.8. Smile shall ensure that Customers are able to verify their bill payment by acknowledgement 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 Smile.
- 4.9. Smile shall provide Customers 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).
- 4.10. Where a Customer has not paid all or part of a bill for services provided by Smile, any measures taken by Smile to effect payment or disconnection shall –
- a. be proportionate and not unduly discriminatory; and
 - b. be accompanied by appropriate warning to the Customer 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.
- 4.11. In the case of prepaid services, Smile believes in transparency and simplicity and provides a number of mechanisms for customers to view their usage and manage spend in near-real time. Smile provides a web portal allowing customers to log in and view their transaction history, data session information and all balance changes such as recharges, bundle purchases and account transfers. As more capable devices become prevalent, the customer portal will expand to allow for access from smart phone applications. Amongst other features, some of the key offerings that are available to all prepaid customers include:
- a. The ability to set a prepaid account status so as to prevent out of bundle charges.

- b. Ability to “pause” an account preventing all usage.
- c. Ability to see graphically how data was consumed over time.
- d. Bundle purchases.
- e. Me2You transfers.
- f. Ability to manage multiple accounts under a single user login.
- g. Ability to share an account balance across many Smile SIM cards.
- h. Detailed transaction history.
- i. Log queries and issues with Smile.
- j. View tariffs and service details.
- k. Recharging accounts via electronic vouchers and electronic top-up points.

5. Customer Obligations

- 5.1. Customers shall be bound by Smile’s terms of service on clearly accepting the service terms by any form of communications. Customers shall also be deemed to accept Smile’ service terms on any commencement of use of the service that follows adequate communication by Smile of its service terms
- 5.2. Customers shall grant Smile or its authorized representatives without charges, access to premises, equipment or facilities as reasonably required for any provisioning or maintenance of the services, equipment or facilities.
- 5.3. Customers shall not use any equipment or related facilities provided by Smile 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 Smile.
- 5.4. Customers shall be responsible for any loss of or damage to equipment or facilities that result from actions contrary to the service agreement.

- 5.5. Modification or attachment of any unauthorized device to Smile's equipment or facilities is prohibited without prior written authorization from Smile.
- 5.6. 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 Smile that requires special authorization, may be installed by or on behalf of any Customer.
- 5.7. Customers shall not resell any service provided by Smile except as permitted by the service agreement of Smile (and subject to any applicable licensing or authorization by the NCC pursuant to the Act).
- 5.8. Customers shall not misuse Smile Nigeria's communications services, including by:
 - a. Dishonestly obtaining our communications service; or
 - b. Possessing or supplying equipment that may be used to obtain our services dishonestly or fraudulently;
 - c. Using our communications services to send messages that are obscene, threatening or otherwise contrary to applicable laws or regulation.

6. Protection of Customer Information

- 6.1.1 Smile recognizes that it has a duty to protect the confidentiality of customer information of, and relating to, other telecommunication carriers, equipment manufacturers, and its customers. Its employees and contractors duly mandate to access any customer information shall treat with utmost

confidentiality any information they receive in the course of their duties, unless otherwise permitted in accordance with this Code.

6.2.1 Smile will receive or obtain lawfully accurate and relevant customer information from other carriers for purposes of providing communications service and commits to utilizing such information only for the requested purposes, and specifically commits that it shall not use such information for its own marketing efforts and takes the appropriate measures to protect it.

6.3.1. Smile by virtue of its provision of telecommunications service is a holder or recipient of customer information. End-user customer data confidentiality is a priority to Smile and to its customers. Smile will not share information about customers with any Smile unrelated or unaffiliated party prior to the customer's written approval being granted, or as permitted by any permission or approval of the NCC, or as otherwise permitted or required by other applicable laws or regulations.

6.3.2. Smile commits to only use, disclose, or permit access to individual customer information in its provision of:

(a) The telecommunications service from which such information is derived or;

(b) Services necessary to, or used in, the provision of such telecommunications service;

(c) Information requested in compliance of a direction from the NCC in terms of section 147 of the Nigerian Communications Act 2003;

(d) Information requested in compliance of a valid court order or other lawful order issued by a competent court;

(e) Information requested with the express written permission of the carrier

6.3.3. Smile has developed an IT Security Policy to ensure a proper collection, use and protection of information on individual Customers. The details concerning its IT Security Policy are contained in its code of practice on the Confidentiality of Customer Information.

6.3.4. Smile will ensure that any other licensees or other persons with whom they exchange or otherwise disclose such information have adopted and implemented an appropriate protection of Customer Information Policy.

7. Complaints Handling

7.1. Smile is dedicated to providing the best service possible to all its customers. In a bid to achieve this, Smile will put in place a dedicated customer service process that includes a call centre and trained agents.

7.1.1. Smile 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. Smile shall inform the Customer that while the complaint or dispute is being investigated, the Customer is obliged to make payment of any outstanding amounts other than the amount that is specifically in dispute.

7.1.2. Where Smile intends to take disconnection or credit management action against a Customer regarding any amount that has been the subject of a complaint or dispute, the Customer will be specifically notified before implementing the intended action.

7.2. The Complainants Rights: Anyone making a complaint under Smile's complaints procedure is entitled to the following:

- a) A full and complete explanation of what happened and why, given in the language that the complainant can understand;
- b) An apology if there was an error or omission on behalf of the staff;
- c) The action that Smile will take to resolve the matter. If errors are identified through the complaints procedure, the process will be corrected to the highest quality of customer care

7.2.1. In order to be investigated under the Smile complaints procedure a complaint must be about services offered by Smile.

7.2.2. The person eligible to make a complaint is the person to whom services were rendered.

7.2.3. Customer complaints can be categorized as follows:

- (a) Network
- (b) Sales and Distribution
- (c) Applications
- (d) Marketing
- (e) Products and Services
- (f) Finance

7.2.4. All complaints received will be administered in accordance with the following approach:

(a) A complaint reference number will be provided to customer for further enquiry on the status of his complaint;

(b) Name of complainant

(c) Description of complaint with supportive documents

(d) Date complaint is received

(e) To provide to the Customer the expected actions and timing for investigating and resolving the complaint;

(f) Date complaint is resolved (to ensure that no Customer's complaint remains unresolved for more than 3 months, taking into account the circumstances of each complaint)

(g) Notification to the Customer of the decision taken by Smile regarding the complaint;

(h) To inform the customer about the possibility of escalating the complaint to the NCC;

7.2.5. Upon receipt of complaints, Smile will attempt to resolve complaints within 24 hours where possible or within a timeframe not exceeding 5 working days, where possible.

7.2.6. Information collected and recorded as part of Smile's complaint handling processes shall be retained for at least 12 months following resolution of the complaint.

7.2.7. Complaints may be tracked via the reference number.

7.2.8. Smile shall use its best endeavours to make adequate provision to ensure that people with physical disabilities or other special needs are able to access our complaint handling processes, including ensuring that Customers can be easily represented by their authorized representatives in order to make a complaint.

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

8. Code Compliance

8.1. Smile will develop policies and procedures to ensure compliance with the Customer Code of Practice.

8.2. These policies and procedures will be publicized to employees and other representatives of Smile e.g. agents, service providers etc.

8.3. Smile will develop appropriate procedures or programs to educate employees regarding code compliance issues.

8.4. Smile will provide information to the NCC as provided for in this General Code or as otherwise requested by the NCC.