

**INDIVIDUAL CONSUMER CODE OF PRACTICE
VALUE ADDED SERVICES PROVIDER**

NOVA CLARIUS LIMITED
(VAS/SCN/015/17)

**IN COMPLIANCE WITH THE
NIGERIAN COMMUNICATIONS COMMISSION
CONSUMER CODE OF PRACTICE
REGULATIONS 2007**

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INTRODUCTION

SCOPE AND OBJECTIVES:

1. NovaClarius Limited, Consumer Code of Practice (the "Code") made in pursuance of Section 106(2) of the Nigerian Act 2003 ("the Act") and Regulation 4(1) of the Consumer Code of Practice Regulations 2007 ("the Regulations"),

DEFINITIONS:

2. Terms used in this Code are given their ordinary meaning within the framework of the business or NovaClarius Limited's document. Clause headings are inserted for convenience of reference only and shall not affect the interpretation of this Code. Words importing the plural shall, except where the context otherwise requires, include the singular and vice versa: references to the masculine gender shall include the feminine or neuter genders and vice versa; and references to persons shall be construed as references to an individual firm, company, body corporate, statutory board, government body, incorporated body of persons, association or trust as the context may require

APPLICATION OF CODE:

3. The Code shall govern the provision of services to consumers by NovaClarius Limited. In the event of a conflict between the Code and the General Code, to the extent that the terms of the codes are not less favorable to the Consumers than the General Code, this Code shall apply

4. NovaClarius Limited shall provide Consumers with information on their services that is complete, accurate, and up-to-date and in simple, clear language. This would be made available to both the customer service department of the company, web portal and also in the welcome message after opting in for a service

5. NovaClarius Limited shall endeavor to respond in a timely manner to Consumer requests for information on their services and such information shall be provided free of charge and shall include at least the following :

(a) Current service, arrangements, including information about the services and tariff for all services offered to the public, shall be readily available via appropriate media including electronic format on NovaClarius Limited's web site – www.novaclarius.com.

(b) Any request in tariff changes would be done under the auspice of NovaClarius Limited in consultation with the Service provider. Approval shall be gotten for any tariff change and also adequate information with an option to opt out shall be given to the user/subscriber.

(c) NovaClarius Limited shall also endeavor to ensure that subscribers have good Service Level Agreement.

SERVICE CONTRACTS AND DURATION:

6. NovaClarius Limited 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:

7. NovaClarius Limited offer WAP, SMS and general Shortcode services. These services cater to customer's need for rich media content in areas such as news and information, gaming, dating and relationships as well as marketing campaigns, promotion activities, and customer notifications.

SERVICE SUBSCRIPTION:

8. Customers may subscribe to the service via a convenient electronic or web channel. NovaClarius Limited upon receipt of subscription will issue email or Short Message Service confirmation.

CONTRACT TERMS AND CONDITION:

9. All terms and conditions of a contract regarding the provision of any of our services shall be clearly stated in the contract or agreement. Furthermore, contracts entered into by NovaClarius Limited with its customers shall have a specific duration which shall commence on a definite date to be stated in the contract and shall terminate on a certain date albeit in accordance with the termination provisions in such contract.

AVAILABILITY OF SERVICE:

10. NovaClarius Limited's services are available on all mobile networks, however our services are network dependent, services will be restricted to certain areas within Nigeria where mobile network service is available as contained in promotion materials.

ADVERTISING OF PACKAGED SERVICES:

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

(2) Where advertising materials indicate the price of a component of a service package, NovaClarius Limited 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.

COMPLAINT PROCESSES:

12. NovaClarius Limited operates a customer service desk which is reachable during working hours from 8:00am to 5:00pm and outside working hours via e-mail. All consumers can contact the help desk via telephone; **+2347062310025** email: **info@novaclarius.com**. Before you contact our support desk please make sure that you have details of the transaction initiated, your mobile number,) and summary of the complaint. This will enable us process and resolve your complaints quickly.

FURTHER RECOURSE:

13. In the event that the complaining customer remains dissatisfied with the outcome/resolution of the complaint, has the right to refer the complaint to Nigerian Communication Commission (NCC).

DATA COLLECTION AND ANALYSIS OF COMPLAINTS AND OUTCOME:

14. An appropriate recording system for complaints and their outcome/resolution shall be set up and such system shall have all complaints and resolution stored in a discernible manner for easy identification.

RETENTION OF RECORDS:

15. Any information collected and recorded as part of complaint handling processes shall be retained for at least twelve (12) months following the resolution of complaints or as directed by NCC from time to time.

OPT-IN AND OPT-OUT:

16. Upon request for any service, NovaClarius Limited shall provide the consumer with **Opt-in and Opt-out** options in clear, simple and understandable terms.

17. NovaClarius Limited shall provide the consumer with access to a **HELP** function to obtain information on services they are at the time of request, subscribed to and how to opt out in clear plain English.

BILLING INFORMATION

18. NovaClarius Limited shall ensure that, at a minimum, the following information is included in any billing or charging notifications issued by it or on its behalf:

- (a) The name of the service for which the consumer has been billed
- (b) The type of the service for which the consumer has been billed and the service delivery medium
- (c) The period over which the service associated with the charge will be provided
- (d) The total amount billed or charged to the consumer's prepaid account

ITEMIZATION OF CHARGES

19. NovaClarius Limited shall ensure that each consumer has access to itemized details to all charges pertaining to subscribers on that mobile network and NovaClarius Limited shall ensure that all such itemized details are available for 12 months after the billing/charges effect has occurred.

TIMING FOR ISSUANCE OF BILL:

20. NovaClarius Limited shall bill Consumers at the point of activation and shall equally ensure that in instances where a service for which a consumer has been billed cannot be delivered, the consumer will be subsequently offered the service at no extra cost for a period of time equal to the period over which the service should have been delivered but was not. Where the circumstances will not permit the service to be delivered (due to circumstances beyond the reasonable control of NovaClarius Limited, such as an event of force majeure or a technical system failure at the mobile network resulting in service interruption), NovaClarius Limited shall liaise with the mobile network operator to establish a suitable resolution path that will ensure that consumers do not lose any value and are appropriately refunded and compensated.

PAYMENT CONFIRMATION:

21. NovaClarius Limited shall ensure that Consumers are able to verify their bill payment by acknowledgment of payment on the next bill issued, with such appropriate and accessible methods as may be made available by NovaClarius.

BILLING FREQUENCY:

22. NovaClarius Limited shall provide Consumers with advance written notification of any proposed changes in billing before any such changes are implemented via any channel over which NovaClarius services are offered. Consumers shall be informed in all such notifications of how to opt out of the service to avoid experiencing the proposed changes in billing.