

GALAXY BACKBONE LIMITED

CODE OF PRACTICE

FOR

**INTERNATIONAL DATA ACCESS (IDA)
CONNECTIVITY SERVICES**

CONSUMER CODE OF PRACTICE

GALAXY BACKBONE LIMITED, International Data Access (IDA) connectivity Service Provider Code of Practice Document.

1. INTRODUCTION

GALAXY BACKBONE LIMITED, is an Information and Communications Technology provider in Nigeria. GALAXY BACKBONE LIMITED is regulated by the Nigerian Communications Commission (NCC).

At GALAXY BACKBONE LIMITED We are committed to providing you with the service needed to meet your obligations in a responsive and professional manner. Excellent customer services is an entrenched culture within Galaxy Backbone.

Therefore, we have a set of core values that underpin our customer service ethics, which are:

Responsiveness – we respond promptly to phone enquiries, emails and mail correspondence and where we are unable to resolve the query the first time, we clearly let you know when to expect updates.

Accountability – We measure our performance against our commitments through regular independent assessments and therefore will not make promises we cannot keep, where we cannot meet expectations, we will explain our limitations and will work with you to seek suitable alternatives.

Consultative – We appreciate that your point of view is important, so we will ensure we listen and interact with you extensively especially when designing new services or making improvement to existing ones.

Continuous service improvement – We are innovative in designing new and progressive means of excellent service delivery and support.

Communication – We will keep you up to date with necessary information and will communicate via various mediums- our website, Calls, SMS and Live Chat.

Our staff

Our customer service is delivered by skilled, motivated, professional and courteous staff trained to deliver quality service.

This Code of Practice is issued pursuant to the Consumer Code of Practice Regulations 2007. The matters which the Code aims to address shall include but not be 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

2. DEFINITIONS AND 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 Licensee/GALAXY BACKBONE LIMITED

“Consumer ” means the customer

3. PROVISION OF INFORMATION TO CONSUMERS

3.1 In compliance with our International Organisation for Standardisation (ISO) 2000 Certification for International IT Service Management Standard, GALAXY BACKBONE LIMITED provides all customers with a Service Level Agreement or Service Contract. The Contract is in clear language and covers the following;

- i. Define, document, agree, monitor, measure, report and review the level of services provided and instigate corrective measures whenever appropriate.
- ii. Improve the relationship and communication with the Service Provider and customers in a manner acceptable to both parties
- iii. Ensure that Service Provider develops specific and measurable targets for all services.

- iv. Provide a basis for the Service Provider to monitor and improve customer satisfaction with the quality of service delivered.
- v. Ensure that the Service Provider and the customers have a clear and unambiguous expectation of the level of service to be delivered.
- vi. Ensure that even when all agreed targets are met, the levels of service delivered are subject to proactive, cost-effective continual improvement.

3.2 Copies of duly approved individual Code and other customer contract documentation is available and where applicable will be duly signed by both parties.

4. DESCRIPTION OF SERVICES

4.1 GALAXY BACKBONE LIMITED manages all aspects relating to International Data Access Service as an Information and Communication Technology provider to Government Ministries, Departments and Agencies and Enterprise and corporate bodies.

5. PRICING INFORMATION

5.1

Pricing for services offered by GBB are determined by service plan selections based on customer requirements and other specifications such as customer site readiness and availability of infrastructure required to support the service.

Where services are packaged with one or more other services or products, Galaxy Backbone provides the Consumer in relation to each service or product;

(a) a description of each component service or product, and where Galaxy Backbone sells the service or product component separately, the price that Galaxy Backbone would charge for the component on a stand-alone basis ; and

(b) for services that are bundled with services from third parties, We will be fully responsible for the effective performance of the entire package including service support, maintenance, complaints handling, dispute resolution and other administrative requirements.

Where services are subject to upgrade or migration options, Consumers will be provided with clear and complete information regarding the upgrade or

migration terms, including any changes in service performance and any duly approved fees or charges resulting from the upgrade or migration.

6. CONTRACT TERMS AND TERMINATION

6.1

All GBB customers are issued a service contract covering the terms of their service. The contract itself contains the following information regarding the terms and conditions under which the service is delivered:

- (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;

Furthermore, all terms and conditions of a contract regarding the provision of any of our services shall be clearly stated in the contract or Service Level Agreement in clear and plain language.

7. PRODUCT WARRANTIES AND MAINTENANCE

7.1 Where applicable, GALAXY BACKBONE LIMITED 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.

8. PROVISIONING OF SERVICES

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

8.2 Further to clause 8.1 above, GALAXY BACKBONE LIMITED shall bear no responsibility for service or service access delays or refusals where such is attributable to the lack of credit worthiness of the Consumer.

9. FAULT REPAIR AND SERVICE INTERRUPTION

9.1

Galaxy Backbone will implement the facilities and processes needed to permit Consumers to report faults 24 hours a day and commits to responding to these faults according to agreed service response and repair timelines. All GBB consumers are informed of how to reach the 24/7 Service Desk, where issues, incidents and service requests can be logged 24/7 hours. The different categories of incidents and committed Mean Time To Repair/Respond (MTTR) are also clearly communicated in the Service Level Agreement or Contract. The means to contact GBB are also advertised on the website as stated below;

- Email – servicedesk@galaxybackbone.com.ng (24 hours a day, 7 days a week)
- SMS and WhatsApp – 0807 399 0518 (24 hours a day, 7 days a week)
- Phone call – 0807 399 0518 (8am to 6pm Mondays to Fridays only, excluding public holidays).
- Skype – GbbServiceDesk (8am to 6pm Mondays to Fridays only (excluding public holidays).

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 GALAXY BACKBONE LIMITED shall endeavour 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

10. AVAILABILITY OF SERVICE

10.1 GALAXY BACKBONE LIMITED shall ensure that marketing presentation materials to potential Consumer s 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.

11. ADVERTISING OF PACKAGED SERVICES

11.1 The consumer shall be entitled to the supply of all components of a serviced package where the Host has marketed the provision of its service as part of a package

11.2 Appropriate information to potential Consumer shall be included in marketing materials by GALAXY BACKBONE LIMITED where it may be unlikely to supply any component of the service package

11.3 The marketing materials may contain information on the pricing of the component of a service package; where this is so, the marketing materials shall also incorporate an estimate of the minimum total charge for the package and indicate any terms and conditions applicable to obtaining the component at the stated price

12. BILLING INFORMATION

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

- Consumer name and billing address
- GALAXY BACKBONE LIMITED current business name address and registered number
- Unique identification or invoice number
- Date of invoice and billing period
- Description of the services provided by GALAXY BACKBONE LIMITED for which consumer is charged
- Historical summary of charges including total amount billed,

applicable credits, advance payments or discounts, net amount payable by Consumer or repayable by Host as the case may be

- Payment/refund due date
- Method of payment
- Method of contact for complaints and billing inquiries

13. ITEMIZATION OF CHARGES

13.1 GALAXY BACKBONE LIMITED shall ensure that consumers have access to itemize 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 GALAXY BACKBONE LIMITED shall issue bills and include all charges incurred within the specified billing period within 30 days of the closure of each billing period.

14.2 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 GALAXY BACKBONE LIMITED shall make available appropriate and accessible methods of verification of bill payment by the Consumer.

16 BILLING FREQUENCY

16.1 Consumer shall be provided with sufficient and advance written notification of any proposed changes to the billing period. The advance written notification shall be deemed sufficient by parties where it provides a minimum notification period of twice the usual billing period(s).

17 NON-PAYMENT OF BILLS

17.1 In the event of non-payment of bills to GALAXY BACKBONE LIMITED, GALAXY BACKBONE LIMITED shall take necessary measures (which includes but not limited to referring the issue of non-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 GALAXY BACKBONE LIMITED shall ensure that its complaints 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 language and the Consumer must be able 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

19. SPECIAL NEEDS

19.1 Adequate provisions shall be made by GALAXY BACKBONE LIMITED to ensure that people with special needs are able to access the complaint handling processes

19.2 GALAXY BACKBONE LIMITED shall use its best endeavours to provide reasonable assistance to Consumer who may request assistance with lodging complaints

20. COMPLAINT PROCESS

20.1 Where disputes arise on the terms of the contract especially fulfilment of service level targets, and the consumer wishes to complain, Galaxy Backbones publishes a clear escalation path with names and contact details of officers responsible for resolving the complaint at each point of the path.

Galaxy Backbone Ltd provides easily understood information about their complaint processes in various media and formats, including as specifically directed by the Commission from time to time.

Galaxy Backbone Ltd ensures that Consumers can easily identify how a complaint may be lodged, either at Galaxy Backbone Ltd premises or using identified forms of telecommunications.

Information on the complaints handling processes contains information—

- (a) to Consumers about their right to complain;

(b) On how Galaxy Backbone Ltd 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.

Complaints can be either written or verbal. Written complaints can be made by email to our Service Desk or on our website. All customers are advised of our escalation path and may choose to escalate their complaint hierarchically should they be unsatisfied with the officer or office handling their complaint. Consumer shall forward complaints to the registered address of the Host GALAXY BACKBONE LIMITED as stated below:

No 63 Adetokunbo Ademola Crescent, Wuse zone 2, Abuja, FCT. Telephone number: 09 460 5355, 08073990518, Service Desk- servicedesk@galaxybackbone.com.ng, website; www.galaxybackbone.com.ng.

20.2 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

20.3 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.

20.4 Consumers shall be duly informed where resolution via the escalation process has been exhausted and there are no further escalation processes.

20.5 Oral or non-written complaints shall be deemed acknowledged by GALAXY BACKBONE LIMITED at the time such was communicated to GALAXY BACKBONE LIMITED

21. CHARGES

21.1 GALAXY BACKBONE LIMITED 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 GALAXY BACKBONE LIMITED, the consumer reserves the right to escalate unsatisfactorily resolved or unresolved disputes to the Nigerian Communication Commission (NCC)

22.2 GALAXY BACKBONE LIMITED 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, GALAXY BACKBONE LIMITED shall be stopped from taking any action with regard to credit management action or disconnection of installed equipment or related apparatus pending the resolution of the dispute.

24. INTERNAL DATA COLLECTION AND ANALYSIS

24.1 GALAXY BACKBONE LIMITED ensures availability of appropriate recording system for complaints and outcomes and complies with the requirements of the Commission's Quality of Service Regulations such that recurring issues are easily tracked for effective processing.

25. CHANGES TO COMPLAINT HANDLING PROCESS

25.1 GALAXY BACKBONE LIMITED shall ensure that Consumer is properly updated with any information regarding the changes in the Company's complaint handling process, if any.

26. RETENTION OF RECORDS

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