Payvantage Limited (Content Service Providers)

Individual Consumer Code of Practices ICCP

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SCOPE AND OBJECTIVES:

1. PAYVANTAGE LIMITED Consumer Code of Practice (the "Code") made in pursuance of Section 106(2) of the Nigerian Communications 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 PAYVANTAGE 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 PAYVANTAGE 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. PAYVANTAGE 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, the web portal and in the welcome message after opting in for a service.
- 5. PAYVANTAGE 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 tariffs for all services offered to the public, shall be readily available via appropriate media including electronic format on PAYVANTAGE LIMITED website.
- (b) Any request for tariff changes would be made under the auspices of PAYVANTAGE LIMITED in consultation with the Service provider. Approval shall be gotten for any tariff change and adequate information with an option to opt out shall be given to the user/subscriber.
- (c) PAYVANTAGE LIMITED shall also endeavor to ensure that subscribers have a good Service Level Agreement

DESCRIPTION OF SERVICES:

6. PAYVANTAGE LIMITED as Content Service provides of value added services such as Bulk SMS, Digital Content Services, IVR services, SMS and USSD services through VAS Aggregator and Mobile Network Operators.

SERVICE CONTRACTS AND DURATION:

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

SERVICE SUBSCRIPTION:

8. Customers may subscribe to the service via a convenient electronic or web channel.

PAYVANTAGE 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 PAYVANTAGE 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.

Disclaimer: The PayVantage Individual Consumer Code of Practice (ICCP) outlines consumer rights and responsibilities in line with regulatory standards. PayVantage is not liable for service disruptions by consumer, third-party actions, or regulatory changes. Compliance is required, and PayVantage reserves the right to amend the ICCP without prior notice in accordance with regulatory standards.

AVAILABILITY OF SERVICE:

10. PAYVANTAGE LIMITED services are available on all mobile networks; however, our services are network dependent, therefore our 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 PAYVANTAGE LIMITED represents in advertising materials that a service is provided as part of a package, PAYVANTAGE LIMITED shall ensure it is able to supply all components of the service package. In the event that PAYVANTAGE 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, PAYVANTAGE 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.

(3) Telemarketing: Payvantage shall create an alignment to ensures that telemarketing activities are conducted in a manner that respects consumer rights and adheres to established regulatory standards.

COMPLAINT PROCESSES:

- 12. PAYVANTAGE 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 office address 2 Dele Omodara Close, Omole Phase 1, Ikeja, Lagos or Telephone Numbers 08099440050; or email:info@payvantage.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 to process and resolve your complaints quickly.
- (1) Payvantage Limited will prevent unsolicited SMS in accordance with regulatory guideline.

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 a system shall have all complaints and resolution stored in a discernible manner for easy identification.
- (1) Data Gathering: the consumer data shall be gathered in line with the regulatory guideline.
- (2) Data Storage: the consumer data shall be stored in line with the regulatory guideline.
- (3) Data Sharing: the consumer data shall only be shared in line with the regulatory guideline.

RETENTION OF RECORDS:

15. Any information collected and recorded as part of complaint handling processes shall be retained for at least twenty four (24) 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, PAYVANTAGE LIMITED shall provide the consumer with Opt-in and Opt-out options in clear, simple, and understandable terms.
- 17. PAYVANTAGE 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. PAYVANTAGE 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 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. PAYVANTAGE LIMITED shall ensure that each consumer has access to itemized details to all charges pertaining to subscribers on that mobile network and PAYVANTAGE 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. PAYVANTAGE 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 PAYVANTAGE LIMITED, such as an event of force majeure or a technical system failure at the mobile network resulting in service interruption), PAYVANTAGE 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.
- (1) Timing Position is 10days.

PAYMENT CONFIRMATION:

21. PAYVANTAGE 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 PAYVANTAGE LIMITED.

BILLING FREQUENCY:

- 22. PAYVANTAGE 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 PAYVANTAGE LIMITED 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
- (1) Billing Frequency is 60days