

# **DOTMAC TECHNOLOGIES LTD**

**CODE OF PRACTICE**

**FOR**

**INTERNET SERVICE PROVIDER (ISP)**

# CONSUMER CODE OF PRACTICE

## **Dotmac Technologies Limited Internet Service Provider (ISP) Code of Practice Document.**

### **1. INTRODUCTION**

Dotmac Technologies Ltd is an Information & Communications Technology Solutions Company located in Abuja, Nigeria. We offer a range of services which includes outsourcing, technical support, software development, website design and management. We also provide Broadband Internet Services through Wireless, VSAT and Fibre optics last-mile to a range of clients.

The company was founded in 2008, and over the past years acquired clients in areas such as power generation, financial services, and social development.

We have a commitment to helping our clients leverage technology to achieve productivity gains and competitive advantage through our in-depth understanding of technology issues and our relentless pursuit of optimal and cost efficient solutions and our grasp of business and operation issues.

Dotmac Technologies Limited is regulated by the Nigerian Communications Commission (NCC).

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 etc.

### **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/ Dotmac Technologies Limited

“Consumer” means the customer

### **3. PROVISION OF INFORMATION TO CONSUMERS**

3.1 Dotmac Technologies Ltd shall provide Consumers with information on their services that is complete, accurate, and up-to-date and in simple, clean language.

#### **4. DESCRIPTION OF SERVICES**

4.1 Dotmac Technologies Ltd manages all aspect relating to Internet Service Provision as an Internet Service Provider (ISP) to individuals and corporate bodies.

#### **5. PRICING INFORMATION**

5.1 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, or 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.

#### **6. CONTRACT TERMS AND TERMINATION**

6.1 Our terms and conditions of contract regarding the provision of any of our services shall be clearly stated in the contract or agreement, in clear and plain language.

Our customer agreement shall incorporate and include standard clauses relating to commencement date minimum contract term (where applicable), manner and consequence of premature terminations and calculation basis for payment of any penalty therefrom, situation where early termination may be permitted, renewal terms, installation, connection and decommission terms and reforms policies.

#### **7. PRODUCT WARRANTIES AND MAINTENANCE**

7.1 Dotmac Technologies ltd shall inform the consumer on the warranty of our products and provide information on how to obtain such warranty services.

7.2 Dotmac Technologies ltd will provide specific information to the consumers on the availability and provision of any maintenance services.

#### **8. PROVISIONING OF SERVICES**

8.1 Provision of services by Dotmac Technologies Ltd shall be in accordance with the service supply time targets set out in the NCC Quality of Service regulations annexed to this Code. Dotmac Technologies Ltd 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, Dotmac Technologies Ltd shall bear no responsibility for Internet delays or refusals where such is attributable to the lack of credit worthiness of the Consumer.

## **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 Dotmac Technologies Ltd 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 Dotmac Technologies Ltd shall make clear in advertising materials any geographical or technical limitations on the availability of the service to consumers.

## **11. ADVERTISING OF PACKAGED SERVICES**

11.1 Where Dotmac Technologies Limited represents in advertising materials that a service is provided as part of a package, the Dotmac Technologies shall ensure it is able to supply all components of the service package. In the event that Dotmac Technologies 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. Where advertising materials indicate the price of a component of a service package, Dotmac Technologies 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.

## **12. BILLING INFORMATION**

12.1 Dotmac Technologies Ltd shall ensure that, at a minimum, the following information is included in any bills issued by it or on its behalf:

- (a) The Customer's billing name and address.
- (b) Dotmac Technologies Ltd 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 Consumer is billed.
- (f) The total amount billed, applicable credits, payments or discounts, and the net amount payable by the Consumer (or repayable by Dotmac Technologies).
- (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.
- (k) Any call charges applicable for complaints and billing inquiry calls

### **13. ITEMIZATION OF CHARGES**

13.1 Dotmac Technologies Ltd shall ensure that Consumers have access to itemized details of all charges, either on the bill or on a separate statement provided by Dotmac Technologies Ltd upon request.

Dotmac Technologies shall not charge Consumers for bills or billing related information, except where the Consumer requests information not required to be provided under this Code such as requests for billing details more than one (1) year old. Dotmac Technologies shall inform Consumers of any applicable charge resulting from their billing requests, and shall obtain the consent of the Consumer to any charge before it is imposed

### **14. TIMING FOR ISSUANCE OF BILL**

14.1 Dotmac Technologies Ltd 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 Dotmac Technologies Ltd shall make available appropriate and accessible methods of verification of bill payment by the Consumer.

### **16 BILLING FREQUENCY**

16.1 The billing frequency will be as stated in the agreement signed by both Dotmac Technologies and the customer. Dotmac Technologies Ltd will provide customers with advance written notification of any proposed changes in billing periods

### **17 NON-PAYMENT OF BILLS**

17.1 In any case where the Bill is not completely paid by the date specified on the bill, Dotmac Technologies Ltd will send the customer appropriate warning of any action their non- payment will warrant.

### **18. INFORMATION TO CONSUMERS**

18. 1 Dotmac Technologies shall provide easily understood information about our complaint processes in various media and formats, including as specifically directed by the Commission from time to time

18.2. Dotmac Technologies shall ensure that Consumers can easily identify how a complaint may be lodged, either at our premises or using identified forms of telecommunications.

18.3 Information on the complaints handling processes shall contain information—

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

(b) On how Licensees can be contacted in order to make a complaint; and Implementation of a “Protection of Consumer Information Policy”. Access to policy. Maintaining data quality. Information to Consumers.

(c) On the types of supporting information including, documents the complainant needs to furnish when making a complaint.

## **19. SPECIAL NEEDS**

19.1 Adequate provisions shall be made by Dotmac Technologies Ltd to ensure that people with special needs are able to access the complaint handling processes

19. Dotmac Technologies Ltd shall use its best endeavours to provide reasonable assistance to Consumer who may request assistance with lodging complaints

## **20. COMPLAINT PROCESS.**

**20.1** Written complaints shall be acknowledged by the Dotmac technologies and acted on within any time frames set out in the Commission’s Quality of Service Regulations (or as otherwise directed by the Commission from time to time).

**20.2** Non-written complaints shall be taken as acknowledged by the Dotmac technologies ltd at the time the complaint was communicated.

**V 1g20.3** Where possible, Consumers shall be advised when they make a complaint of the expected actions and timing for investigating and resolving the complaints, no Consumer complaint shall remain unresolved for more than three (3) months.

### **20.4 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.

### **20.5 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 you may escalate by writing or sending a mail detailing the nature of the complaint to:

The General Manager  
Dotmac Technologies Ltd  
9<sup>th</sup> Floor, Nigeria Reinsurance Building  
784A Herbert Macaulay Way  
CBD, Abuja.

**Email:** info@dotmac.ng **Website:** www.dotmac.ng

## **21. CHARGES**

21. Dotmac Technologies Ltd 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 Dotmac Technologies Ltd, the consumer reserves the right to escalate unsatisfactorily resolved or unresolved disputes to the Nigerian Communication Commission (NCC)

22.2 Dotmac Technologies Ltd 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, Dotmac Technologies Ltd 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 Dotmac Technologies Ltd 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

## **25. CHANGES TO COMPLAINT HANDLING PROCESS**

25.1 Dotmac Technologies Ltd 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.

## **27. SERVICE CONTRACT.**

27.1 Dotmac Technologies Ltd shall supply or make available on request, a copy of the contract or agreement for the provision of its services, and such contracts shall be written in plain and clear language.