

# SWIFT NETWORKS Ltd.

## *Consumer Code of Practice (CCP)*



<b>Published By:</b>	SWIFT NEWTWORKS Ltd
<b>In Compliance To:</b>	Nigerian Communications Commission
<b>Regulation:</b>	CCP Regulation , 2007

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## 1. Introduction

### **1.1 Affirmation of customer legal rights:**

Nothing in this code of practice detracts from a customer statutory or common law rights in his/her relationship with the company, nor does anything herein constitutes or form any of part of contract between Swift Networks Ltd and the Customer.

### **1.2 Customer mandate:**

Swift Networks Ltd strongly believes that its success as a broadband service provider can be achieved through meeting and exceeding customer satisfaction. In the light of this Swift Networks Ltd is ensuring network loyalty among customers in the process.

### **1.3 Objectives of code of practice:**

The code of practice is a detailed expression of our customer mandate which highlights the policies and procedure Swift Networks has adopted and practicing to make sure that the customers fully benefit from our products and services and also get the value of their money.

The policies have been built around following attributes in lieu of NCC instructions:

- Quality of service
- Provision of services and tariffs
- Billing code and practice
- Responsiveness and customer complaints handling
- Arbitration
- Code of compliance
- Terms and condition

## 2. Quality of service

There shall be adherence to Quality of service standards which may be developed for the broadband industry by the Nigerian Communication Commission. This is however without prejudice to our commitment to delivering state of the art service of highest quality to our valued customers.

To achieve this Swift Networks Ltd shall practice the following to ensure the quality of service to the customers:

- All other factors being present, Swift Networks Ltd shall guarantee 98% uptime for its data services. Swift Networks Ltd, is however, may not be able to guarantee service access speeds. These can be effected by a wide range of factors outside our control. Web access and download speeds will be effected by other users on a global scale
- We may have to suspend service without prior notice, however this would only be for circumstances beyond our control such as emergency maintenance activity, an act of government or act of God. While Swift Networks Ltd will always try to ensure that any suspension causes minimum inconvenience, we are unable to accept any responsibility for financial or consequential loss that the customer may suffer as a result
- If a fault occurs in internal system within Swift Networks Ltd control , it shall be ensured that such faults should be rectified within 24 hrs. Where customer connections or services are provided over circuits and not owned or managed by Swift Networks Ltd , service disruption or fault resolution may exceed 24 hrs.

### 3. Provisioning of services and tariffs:

#### 3.1 Services:

Swift Networks Ltd continually strives to ensure that our customers receive best value for money on our products and services at our network. The following services are currently offered to consumer and SMEs on our network:

- WiMAX data services
- Voice over IP (Voice services) both local and International dialing
- Email hosting
- Web hosting
- PABX services

**3.2 Swift Plans:**

We are currently offering following services plans to our consumers and SMEs on our Wimax network and available at all of Swift shops and dealers (section 10.2):

**SWIFT BUSINESS PLANS**

Features	SWIFT Essential	SWIFT Economy	SWIFT Club	SWIFT Business	SWIFT Premium	SWIFT Elite	SWIFT Elite Plus	SWIFT Elite Pro
<b>Time Slot</b>	24 x 7	24 x 7	24 x 7	7am-7pm, Daily	24 x 7	Office: 24hrs Daily Home : 6pm- 8am Mon.- Fri. & 24 hrs weekend s& public holidays	Office & Home : 24 x 7	24 x 7
<b>Burstable Speed</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>Data Capacity Allowed</b>	30 GB	6 GB	50 GB	48 GB	65 GB	100 GB	125 GB	150 GB
<b>Validity Period</b>	1 Month		1 Month	1 Month	1 Month	1 Month	1 Month	1 Month
<b>Number of Users/Computers &amp; WIFI Enabled Devices Allowed</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>Standard NOMAD</b>	N25,000	N25,000	N25,000	N25,000	N25,000	N25,000	N25,000	N25,000
<b>Premium NOMAD</b>	N28,000	N28,000	N28,000	N28,000	N28,000	N28,000	N28,000	N28,000
<b>Multi-user</b>	N23,500	N23,500	N23,500	N23,500	N23,500	N23,500	N23,500	N23,500
<b>Wingle</b>	N20,000	N20,000	N20,000	N20,000	N20,000	N20,000	N20,000	N20,000
<b>Subscription Fee</b>	N7,000	N4,000	N10000	N 12,000	N 15,000	N 20,000	N 25,000	N 30,000

### SWIFT RESIDENTIAL PLANS

Features	SWIFT Budget	SWIFT Budget Plus	SWIFT Night	SWIFT Family	SWIFT Essential	SWIFT Family plus	SWIFT Economy
<b>Time Slot</b>	24 x 7	24 x 7	6pm-8am, Daily	6pm-8am, Mon.-Fri. 24 hrs weekends & public holidays	24 x 7	5pm-9am, Mon.-Fri. 24 hrs weekends & public holidays	24 x 7
<b>Burstable Speed</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>Data Capacity Allowed</b>	750 MB	3 GB	14 GB	40 GB	30 GB	68 GB	6 GB
<b>Validity Period</b>	7 days	1 Month	1 Month	1 Month	1 Month	1 Month	1 Month
<b>Number of Users/Computers &amp; WIFI Enabled Devices Allowed</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>Standard NOMAD</b>	N25,000	N25,000	N25,000	N25,000	N25,000	N25,000	N25,000
<b>Premium NOMAD</b>	N28,000	N28,000	N28,000	N28,000	N28,000	N28,000	N28,000
<b>Multi-user</b>	N23,500	N23,500	N23,500	N23,500	N23,500	N23,500	N23,500
<b>Wingle</b>	N20,000	N20,000	N20,000	N20,000	N20,000	N20,000	N20,000
<b>Subscription Fee</b>	N 500	N2,000	N 3,500	N 6,000	N7,000	N 8,000	N4,000



### **3.3 Charging criteria:**

Customers are being charged on the basis of following:

- Data is being charged on Kilobyte as per plan customer has chosen for the total duration of the internet session
- Voice services are being charged on per second basis for the total duration of the call
- Other services are free of cost based on service plan customer has chosen
- Each subscription is charged on weekly or on 30 days basis as per plan customer has chosen

### **3.4 Contract or Agreement:**

Swift Networks Ltd CSAF (Customer Service Agreement Form) is a contract among the company and the customer supported by terms & condition (section: 9) also available on our website [www.swiftng.com](http://www.swiftng.com).

As Swift Networks Ltd has adopted a customer self provisioning procedure through self service portal , the terms & condition have been placed as mandatory option for the customers to agree before they start using our services. In case of disagreement to the terms & condition, customers still have the option to avail our 30 days money back guarantee and claim for refund.

## **4. Billing code of practice**

### **4.1 Prepaid charging:**

#### **Debit account:**

This is a charging scenario where the customer pays in advance for our services via loading of any denomination of vouchers , cash at our shops and dealers , paydirect, POS or online payments. Usage tariffs are then deducted from the customer's allocated data volume or voice usage as per service plan until customer completely exhausts the renewal value on the account.

#### **Credit accounts:**

This is a charging scenario where the customer pays in advance for our services via loading of any denomination of vouchers , cash at our shops and dealers , paydirect , POS or online payments. A credit limit of equivalent value will be assigned to the Customer account and usage tariffs are then deducted from the customer's allocated credit limit. This is applied for a customer carrying multiple CPEs and subscriptions under one account and require all of them to work with some assigned credit limit as per requirement

In line with Nigerian Communication Commission instructions, Swift Networks will ensure the following :

- The billing stays accurate, easy to understand and seamless
- The records of customer itemized billing are to be made available online for the customer and also sent on request
- Email, SMS alerts to customers on 80% and 100% of the available balance usage
- Email & SMS alerts to customers on 3 days earlier than expiry date and on expiry date of the subscription
- All billing enquiries and complaints shall be directed to customer care line 01-7101010 or email [customercare@swiftng.com](mailto:customercare@swiftng.com)
- Customer shall not be charged for bills or billing related information under NCC general code of practice
- The billing records shall be made available online for last 30 days billing and can be provided on request for a maximum of last 6 months billing

**VOIP account:**

This is a charging scenario where the customer pays in advance for our VOIP services via loading of any denomination of vouchers, cash at our shops and dealers, paydirect, POS or online payments. The charging is based on prorate basis as per customer usage in terms of Minutes of Airtime. The VOIP numbers are bundled with data account for consumer customers.

**5. Responsiveness and customer complaints handling**

Swift Networks LTD will ensure that the following objectives are practiced across the board in lieu of NCC general consumer code of practice:

- Systems and resources are made available to address the complaints within committed turn around time for resolution (TAT)
- Proper escalation process is in place to alarm the stake holder once a complaint is gone past the committed turn around time (TAT) for resolution
- Swift networks should ensure that the complaint process is simple and properly communicated to its customers
- Each complaint is bind with a specific Turn Around Time (TAT) for resolution/escalation
- A special Dispute Resolution Unit is established, including right of the customer to refer any complaint to the NCC if dissatisfied with the resolution of the complaint or delay in resolution

**5.1 Vision of Customer Care:**

“To deliver best – in – class service, creating the ultimate customer experience”

**5.2 Responsiveness/customer access:**

Swift Networks LTD shall provide access to all customers and general public to contact for enquiries, service requests and complaints through following means:

- Interactive Voice Response (IVR) - 7101010
- Call Center available 24/7
- Electronic mail via [customercare@swiftng.com](mailto:customercare@swiftng.com)
- Terrestrial mail at Customer Care Manager, 31 SakaTinubu Street, VI, Lagos
- Swift Networks Ltd shops and dealers (section 10) available at least 5 days a week during business hours

**5.3 Complaint handling:**

Swift Networks LTD shall treat all customer enquiries, service requests and complaints with highest degree of professionalism with deference to customer's right to complain. The main features are as under :

- Customers are free to lodge their complaint(s) through any of the above mentioned access methods
- Swift Networks Ltd will ensure to maintain First Call Resolution (FCR) level of 75% for all queries and complaints reaching to any of the customer touch points
- All queries and complaints which are not resolved through FCR shall be escalated and resolved within Turn Around Time (TAT) specified for each query or complaint as per the type
- The escalation reaching to technical support desk shall be ensured to resolve within 24 hrs
- The escalations demanding field engineer visit shall be addressed within 48 hrs
- The escalation involving field engineer visit for change of equipment/outdoor installation shall be addressed within 72 hrs
- Any escalation demanding the involvement of 3<sup>rd</sup> party service provider, the resolution would be dependent on the Service Level Agreement (SLA) signed with the 3<sup>rd</sup> party service provider
- Customer holds the right to be notified through call or email or SMS of any service disruption they may experience while complaints or queries are being resolved
- All queries or complaints shall be logged in a transactional data base Customer Relationship Management (CRM) application
- All logged queries or complaints shall carry a unique identified (ticket number) which the customer or customer handling staff can use to call up the query for future reference or any time when needed
- All interaction with the customer in the call center shall be recorded for dispute resolution purpose
- If a customer is still not satisfied with the resolution of complaint , he/she is free to escalate to following :
  1. Head of Customer Retention Unit (31 SakaTinubu street, VI , Lagos)
  2. Chief Operating Office (31 SakaTinubu street, VI , Lagos)

Upon exhaustion of all the above mentioned to address customer concerns or to resolve complaints and if the customer is still not satisfied within 30 days, such customer has the liberty escalate to Nigerian Communication Commission

#### **6. Turn Around Time (TAT)/SLAs& Compensation plan:**

Swift Networks shall ensure the following TAT for all type of queries and complaints

Query Type	TAT
General Enquiries	<= 24 hrs => 48 hrs
Service requests	<= 24 hrs => 48 hrs
Billing complaints	<= 24 hrs => 48 hrs
Network complaints	<= 24 hrs => 48 hrs
Voice related complaints	<= 24 hrs => 48 hrs
Installations	<= 24 hrs => 72 hrs

Upon resolution of a complaint, Swift Networks Ltd shall reimburse the full sum of value/service days lost by the customer where the investigation results in a finding that customer did not get value for transaction or lost full day of service (days without XDR) due to network complaint.

#### **7. Customer information policy:**

Under Under Advance Fee And Other Fraud Related Offence Act, 2006 by NCC, telecom operators are liable to collect following documents to identify the customer:

**(a)** Copy National Id card/Driving License/Passport

**(b)** Copy of any utility bill referring to customer location residence/work

Swift Networks Ltd reserve the rights to suspend/terminate Service(s) if the said documents are failed to be provided

All consumer information or personal data obtained by Swift Networks for customer profiling shall be strictly treated as confidential. Such information shall only be used for improvement of our service , customer communication and surveys , complaint handling , or to our business partners who will also treat this information with the same level of confidentiality.

Swift Networks Ltd shall ensure the protection of consumer information and reveal information to Nigerian Law Enforcement Agencies and judicial institute in combating fraud/crime in line with regulatory requirements.

#### **8. Arbitration:**

The Nigerian Communications Commission offers a simple, quick , informal and inexpensive arbitration scheme under the Nigerian Communications Commission “Dispute Resolution Guidelines 2004”.

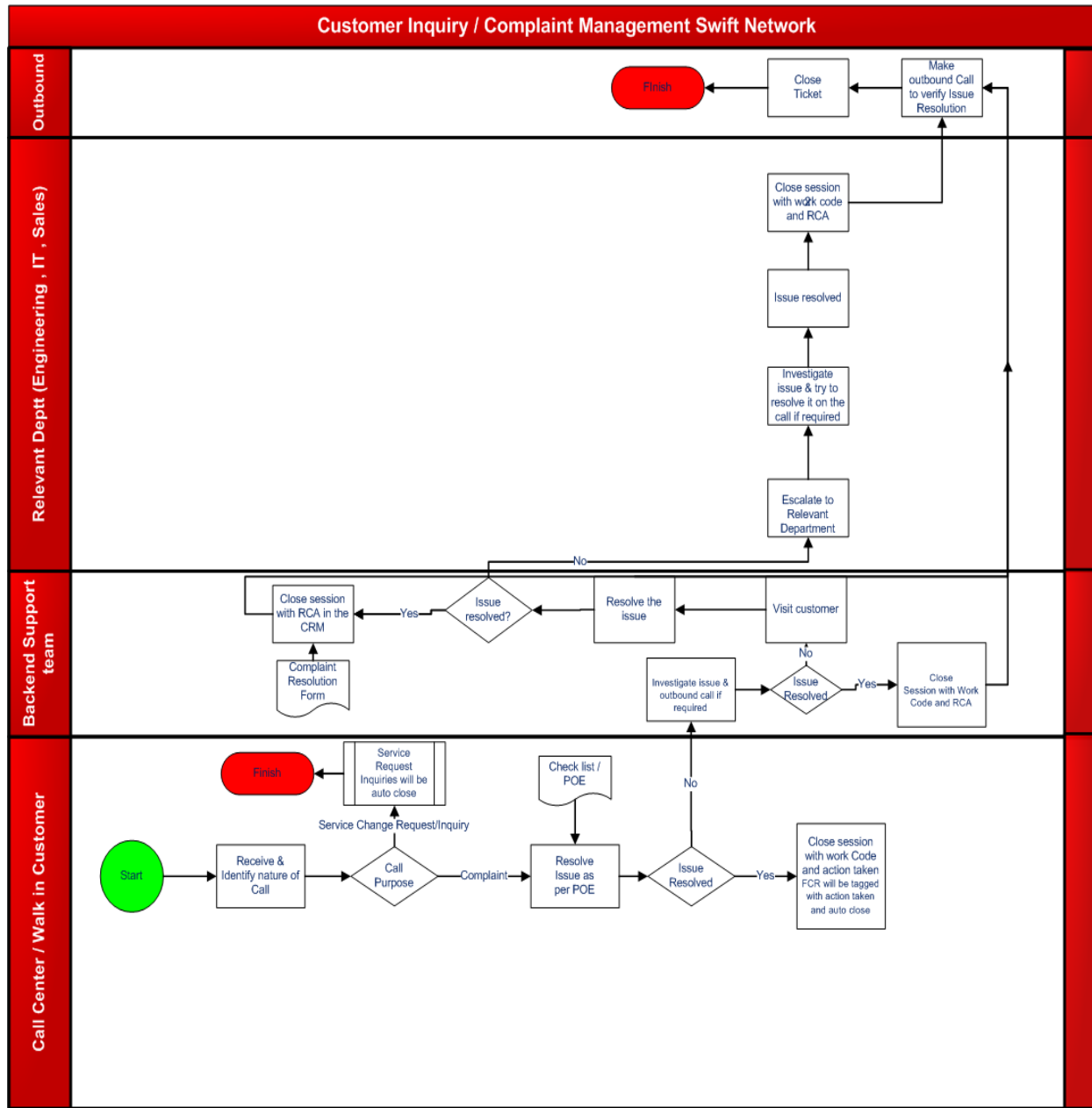
All customers who have exhausted the Swift Networks Dispute resolution mechanism and are still dissatisfied with the outcome may apply to the NCC for an arbitration of the matter in dispute and shall comply strictly with the provisions of the aforementioned guidelines.

##### ***8.1 Method of appointment of arbitrators***

An aggrieved customer will be required to indicate his preferred avenue for the resolution of the dispute (i.e. either the regulator courts or arbitration) as these options are mutually exclusive.

**8.2 Consumer complaint resolution mechanism**

As mentioned in section 5.3 , all complaints or dispute resolution shall be done through Swift Networks Customer Relationship Management (CRM) .



If the complaints is not resolved or customer is not satisfied with the resolution , it is escalated to our dispute resolution unit which is managed by Head of Customer Retention Unit and monitored by our Chief Operating Officer.

Again if the customer is still not satisfied, he/she is free to contact Nigerian Communication Commissions complaint cell for the resolution of complaint or satisfaction.

**9. Code of compliance:**

Swift Networks shall ensure that there shall be the adherence to the provisions of this code and all other statutory and regulatory instruments governing the provision of service to customers. Staff and 3<sup>rd</sup> parties engaged to provide service to customers shall follow the similar level of compliance.

As a customer centric organization Swift Networks Ltd shall maintain internal mechanism to monitor compliance with its obligation under this Code.

It shall also be ensured that customers are able to take advantage of these internal monitoring mechanisms to facilitate compliance with its obligations set out this Code.

Swift Networks shall maintain the highest level of confidentiality in the provision of services to its esteemed customers and in the resolution of disputes arising from the provision of such services. For the avoidance of the doubts, there shall be adherence to the confidentiality obligations as set out in section 7 of this document in the resolution dispute.

## 10. Terms & Condition

### 10.1. In this contract:

(a) "KYC" means Know Your Customer

(b) "Subscription" means any monthly tariff chosen by the customer with VAT applicable.

(c) "Device" means Customer Premises Equipment CPE, including broadband modem, IAD, cables and WiFi router.

(d) "Service" means all and/or any Service(s) categorically described as elected by the customer subject to any modification/variation by Swift Networks LTD.

### 10.2. Know Your Customer (KYC):

Under Advance Fee And Other Fraud Related Offence Act, 2006 by NCC, telecom operators are liable to collect following documents to identify the customer:

(a) Copy National Id card/Driving License/Passport

(b) Copy of any utility bill referring to customer location residence/work

Swift Networks Ltd reserve the rights to suspend/terminate Service(s) if the said documents are failed to be provided

### 10.3. Provision of Services by Swift Networks LTD. :

(a) Swift Networks LTD will establish and maintain the connection and will endeavor to make the desired Service(s) available throughout the term of this contract.

(b) All of any Service(s) will be provided in accordance with the applicable law, NCC and Swift Networks Ltd policies.

(c) All devices, except paid, will remain asset of Swift Networks Ltd and customers are bound to return the equipment in its original working condition in the event of termination of Service (s).

### 10.4. Payments and Charges:

(a) All the payments and charges for the Service(s) under this contract shall exclusively be determined/revised by Swift Networks LTD from time to time. The revised tariff or charges shall be notified to the customers through any communication channel or print media or electronic media.

(b) The customer shall unconditionally pay all the charges in the invoice as per Service (s).

(c) Failure to make payment as per due date would (i) result in immediate disconnection/suspension/termination of service and contract (ii) render the customer to pay outstanding dues (if any) (iii) Give Swift Networks LTD a right to suspend/disconnect service(s) (iv)

Swift Networks LTD reserves the rights to determine any appropriate credit limit to the customer for availing the service(s).

### 10.5. Duration and Time:

This contract shall commence on the date of approval by Swift Networks LTD after signing of these terms and conditions by the customer and the provisions of this contract shall continue thereafter until terminated by either party.

### 10.6. Liabilities:

Swift Networks LTD shall not be held liable to customer for any losses and/or any damages sustained due to any reason whatsoever OR for any indirect, incidental, special, consequential or punitive damages arising out of or in connection with this agreement. Swift Networks LTD obligations are contingent upon the license issued for provisioning of such services. Should such

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license be revoked or not renewed for any reason, Swift Networks LTD will not be liable to refund any advance payments and/or deposit(s) placed by the customer.

**10.7. Use of service via Customer Premises Equipment (CPE):**

- (a) Swift Networks LTD reserves the rights to issue any instructions regarding the use of Service(s)/Service Level (SLA) as it may from time to time consider necessary to maintain the integrity, quality and safety of the Service(s) for all customers and such instructions shall be deemed as integral part of this contract.
- (b) The customer is personally responsible for the use of all Service(s) and System under this contract and shall neither use nor permit any person to use the Service(s)/System for (i) any activity which is abusive, offensive, indecent, obscene, or menacing messages or communications, or misusing equipment or Service(s) for any activity which is improper/unlawful/immoral and prohibited under any of the applicable laws of Nigeria (ii) Customer will not be authorized to use Swift Networks LTD equipment or any other network/service provider.

**10.8. Warranty coverage on Modems (Multiuser , outdoors , Dongle , Mifi , Wifi router , IAD) :**

All access devices supplied to SWIFT Networks by the original equipment manufacturer is specified to be free of defects and in good working conditions. Customer is advised to check performance of device at the point of purchase/collection to confirm status.

All communication devices from SWIFT Networks shall have a warranty period of six (6) months. Within this period SWIFT Networks will take responsibility for any irreparable manufacturer's fault on any device purchased from SWIFT Networks or its authorized dealers. Swift Network's warranty will not apply if the device:

- (a) is used in the manner other than normal use;
- (b) is subjected to unfair wear and tear;
- (c) is accidentally or willfully damaged;
- (d) is damaged due to failure to follow instructions;
- (e) has any traces of contact with any form of liquid or corrosive material;
- (f) is damaged due to electrical fluctuations;
- (g) is damaged from lightning/thunder strike;
- (h) is attempted to be repaired or a replacement part fitted by anyone other than an authorized SWIFT Networks representative;
- (g) is attached, used or operated with any auxiliary item other than items purchased from or certified compatible by original equipment manufacturer for use with such device;
- (h) markings or labeling have been altered, obscured, removed or otherwise interfered with.

The above situations herein are all referred to as customer end faults. Hence, in the event of any customer end fault leading to device damage, the customer will take full responsibility for the replacement of such device.

**10.9. Maintenance and replacement of broadband modem:**

In case of any damage to broadband modem, not covered under warranty, the customer will be charged for the cost of modem with an opinion to purchase new.

**10.10. Arbitration and Applicable law:**

If any difference or dispute, in any way connected with this Contract, shall arise between the parties hereto which cannot be settled amicably within a period of (1) month, then such differences or dispute shall be referred to NCC and its decision shall be final and binding on both parties.



**11. How to contact us:**

**Please feel free to contact us if you need advice, information, or assistance with any matter related to our business:**

Call Center : 01-7101010

E-mail: [customercare@swiftng.com](mailto:customercare@swiftng.com)

Website: [www.swiftng.com](http://www.swiftng.com)

Address: 19-Bishop Kale street, VI, Lagos, Nigeria.

Our shops are as under:

**Victoria Island Office (HeadQuarters)**

31 SakaTinubu Street,  
Victoria Island,  
Lagos, Nigeria

**Ikeja Office**

Alausa Shopping Mall  
Suite 6, Ground Floor,  
Block B LSPC Complex,  
ObafemiAwolowo Way,  
Alausa, Ikeja, Lagos, Nigeria

**Lekki Office**

Scapula plaza  
km 17, Lekki-Epe expressway,  
Igbo-Efon bus Stop,  
Lekki, Lagos, Nigeria

**Surulere Office**

Kings Plaza,  
80 AdeniranOgunsanya street,  
Surulere, Lagos, Nigeria