



CONSUMER CODE OF PRACTICE

JUS PARTNERS COSMOPOLITAN LIMITED Consumer Code of Practice.

diagnose and resolve speed-related or connectivity issues arising from network performance, equipment, configuration settings, or external factors, where such issues are within the Company's control or influence.

2.3 DISCLAIMER

a. Jus Partners Cosmopolitan Ltd shall include clear and appropriate disclaimers where the quality, availability, or continuity of telecommunication services may be affected by factors beyond its reasonable control, including but not limited to weather conditions, power supply issues, or reliance on third-party infrastructure.
 b. Any material risks, limitations, or conditions associated with a telecommunication service, changes to potential delays in service activation, planned maintenance, or temporary service interruptions, shall be disclosed to Individual Consumers in a timely and transparent manner prior to service provision.
 c. All disclaimers issued by Jus Partners Cosmopolitan Ltd shall comply with applicable NCC regulations and consumer protection laws and shall not be used to exclude or limit the Company's statutory obligations or liability to Individual Consumers.

3. CONSUMER BILLING, CHARGING, COLLATION AND CREDIT PRACTICES

3.1 BILLING INFORMATION

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

- Consumer name and billing address
- JUS PARTNERS COSMOPOLITAN LTD current business name, address and registered number
- Unique identification or invoice number
- Date of invoice and billing period
- Description of the services provided by JUS PARTNERS COSMOPOLITAN LTD to which the consumer is being charged
- Historical summary of charges, including total amount billed, applicable credits, advance payments or discounts, net amount payable by Consumer or repayable by JUS PARTNERS COSMOPOLITAN LTD
- Payment method and due date
- Method of payment
- Contact information for complaints and billing inquiries

3.2 ITEMIZATION OF CHARGES

Jus Partners Cosmopolitan Ltd 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.

3.3 TIMING FOR ISSUANCE OF BILL

- Jus Partners Cosmopolitan Ltd shall issue bills and include all charges incurred within the specified billing period within 10 days of the closure of each billing period.
- Exceptions may occur whereby all charges are not included on the invoice as a result of separate agreement between parties, or any other reason.

3.4 RECEIPTS AND CONSUMER PAYMENT ADVISE

Jus Partners Cosmopolitan Ltd shall provide appropriate and accessible methods for the Consumer to verify bill payments.

3.5 BILLING FREQUENCY

Consumer shall be provided with adequate and advance written notification of any proposed changes to billing cycle. The advance written notification shall be confirmed sufficient by parties where it prevails a minimum notification period of 60 days.

3.6 NON-PAYMENT OF BILLS

- In the event of non-payment of bills to Jus Partners Cosmopolitan Ltd, the company shall take necessary measures (which include but are not limited to referring the issue of non-payment by the consumer to the NCC) to effect such payment or discontinue the consumer's equipment.
- Necessary measures as referred to above shall be commensurate and not unduly discriminatory.

3.7 PREPAID

- Clear Service Pricing: All charges for prepaid services must be clearly disclosed before the consumer purchases.
- Service Breakdown: If applicable, the cost structure (e.g., per unit of service, hourly rates, or fixed rates) must be provided.
- JUS PARTNERS COSMOPOLITAN LTD must ensure that all prepaid service practices align with the NCC Consumer Code of Practice to protect consumers from unfair practices.
- Monitoring and Reporting: Regular audits and reporting mechanisms should be in place to ensure compliance with prepaid service regulations.

4. CONSUMER OBLIGATION

To ensure efficient service delivery, consumers are expected to:

- Provide accurate, timely information on service requirements.
- Facilitate access to relevant equipment and systems for maintenance or installation purposes.
- Comply with payment terms as agreed upon in service contracts.
- Promptly report issues or service interruptions.

5. PROTECTION OF CONSUMER INFORMATION

5.1 DATA GATHERING

- Consumer information must only be collected for specific, lawful purposes directly related to service provided.
- Consumers must be informed about the types of information collected, why it is collected, and how it will be used.
- Explicit consumer consent must be obtained before collecting or using their personal data, except where required by law.

5.2 DATA STORAGE

- JUS PARTNERS COSMOPOLITAN LTD must implement robust security measures to prevent unauthorized access, loss, theft, or damage to consumer information.
- Sensitive data, such as financial or identity details, must be stored using encryption technologies to protect it from cyber threats.
- Only authorized personnel should have access to consumer data, and access logs should be maintained for accountability.

5.3 DATA SHARING

- Consumer information must not be shared with third parties without the consumer's explicit consent, except as required by law.
- Any data sharing with law enforcement or regulatory authorities must be in accordance with legal requirements and communicated to the consumer where permitted.
- Providers must ensure that third-party vendors handling consumer data sign NDAs and adhere to strict data protection standards.

6. COMPLAINT HANDLING

6.1 INFORMATION TO CONSUMERS

Jus Partners Cosmopolitan Ltd shall ensure that its complaint procedure is accessible in various media and formats, or as directly specified by the NCC from time to time.

Information on the complaint procedure shall include:

- Consumers' Right to lodge a complaint
- Mode of lodging the complaint to the Host

- Essential documents required to lodge a valid complaint

Means to ensure on the status of the complaint.
 The procedure must be expressed in clear language, and the Consumer must be able to identify how to lodge a complaint either physically or via dedicated online platforms. Consumer complaints shall be duly recorded and processed in accordance with identified practices and procedures.

6.2 SPECIAL NEEDS

- Sufficient resources shall be made by JUS PARTNERS COSMOPOLITAN LTD to ensure that people with special needs are able to access the complaint handling process.
- JUS PARTNERS COSMOPOLITAN LTD shall use its best capacity to provide reasonable assistance to the Consumer who may request assistance with lodging complaints.

6.3 COMPLAINT PROCESS

- Complaint shall be acknowledged by the JUS PARTNERS COSMOPOLITAN LTD verbally or in writing, but preferably in the mode or manner requested by the Consumer complaint. Consumer shall forward complaints to the registered address of the Host JUS PARTNERS COSMOPOLITAN LTD as stated below.
- Where possible, the Consumer shall be provided with an expected outcome or an estimated timeframe for the investigation and resolution of the complaint. Notwithstanding the foregoing, complaints, including those that 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.

- An identified escalation process shall be accessible to the Consumer where the Consumer is dissatisfied with the outcome of a complaint resolution. Such escalation process shall involve further examination of the complaint by a mutually qualified authorized representative of the system.
- Consumers shall be duly informed where resolution via the escalation process has been exhausted, and there are no further escalation processes.
- Oral or non-written complaints shall be deemed acknowledged by Jus Partners Cosmopolitan Ltd at the time such was communicated to Jus Partners Cosmopolitan Ltd.

6.4 CHARGES

Jus Partners Cosmopolitan Ltd Complaint handling processes shall be provided free of charge. However, any complaint that requires the retrieval of records more than Twenty-Four (24) months shall attract charges, which the consumers must be informed of and agree to.

6.5 FURTHER RECOURSE

In addition to the complaint process set up by Jus Partners Cosmopolitan Ltd, the consumer reserves the right to escalate unsatisfactorily resolved or unresolved disputes to the Nigerian Communications Commission (NCC). Jus Partners Cosmopolitan Ltd shall inform the consumer after 60 days of non-resolution of the complaint to the satisfaction of the consumer to proceed to refer the complaint to the NCC.

6.6 ACTION ON DISPUTED CHARGES

Where a Consumer has initiated a complaint through the laid-down process, and investigation is ongoing, Jus Partners Cosmopolitan Ltd shall be exempted from taking any credit maintenance action or disconnection of installed equipment or related apparatus pending the resolution of the dispute.

6.7 DATA COLLECTION AND ANALYSIS OF COMPLAINTS & OUTCOME

Jus Partners Cosmopolitan Ltd must establish clear, accessible systems for logging consumer complaints. Every complaint should be recorded with essential details, such as:

- Nature of the complaint (e.g., service issues, billing errors, maintenance problems)
- Consumer contact information (name, phone number, service address)
- Date and time of complaint submission. Consumers should be able to file complaints through various means, including in-person, online forms, email, phone, or mobile apps, depending on the nature of the business. Complaints must be categorized to allow for easy analysis and tracking. Categories might include billing issues, service disruptions, technical faults, and customer support.
- Jus Partners Cosmopolitan Ltd must acknowledge each complaint within a set time frame, ideally within 24 to 48 hours after receiving the complaint, to reassure the consumer that their concern is being addressed. Jus Partners Cosmopolitan Ltd must establish and communicate clear timelines for resolving complaints. For non-technical issues, resolution should typically occur within 5 working days, while more complex matters may take longer. Consumers must be kept updated on the status of their complaint.
- Jus Partners Cosmopolitan Ltd should aggregate complaint data regularly to identify recurring issues and trends. This analysis can be used to improve service offerings, address systemic issues, and prevent future complaints.
- When complaints arise frequently in certain areas (e.g., service outages, billing mistakes), the company must conduct a root cause analysis to identify the underlying cause and take corrective measures. Key metrics to track may include complaint volume, resolution time, satisfaction with the resolution, and areas with frequent complaints.
- Consumers must be informed of the outcome of their complaints, including details about any corrective actions taken, compensation provided, or charges made to avoid future occurrences. Possible outcomes include service adjustments, refunds, credits, apologies, or even service improvements based on consumer feedback. If a complaint cannot be resolved through direct communication, Jus Partners Cosmopolitan Ltd must inform consumers about their right to escalate the issue through alternative dispute resolution (ADR) mechanisms, such as mediation or arbitration. All complaints must be resolved fairly, and no consumer should be disadvantaged by delays or unresolved complaints.
- Consumers have the right to escalate unresolved complaints. If a complaint is not resolved to the consumer's satisfaction, they can appeal to the relevant regulatory authorities, including the Nigerian Communications Commission (NCC). Jus Partners Cosmopolitan Ltd must be prepared to participate in independent dispute resolution mechanisms, such as mediation or arbitration, if the consumer wishes to pursue further action.

6.8 CHANGES TO COMPLAINT HANDLING PROCEDURES

- Jus Partners Cosmopolitan Ltd shall notify Individual Consumers in advance of any material changes to its complaint handling procedures. Such notification shall be provided through appropriate communication channels, including but not limited to email, the Company's official website, SMS notifications, or other approved customer communication platforms.
- All communications relating to changes in complaint handling procedures shall be clear, accurate, and easily understandable, and shall explain the nature of the changes, the aspects of the complaint process affected (including complaint submission, response times, or resolution methods), and the reasons for such changes.
- The Company shall clearly state the effective date of any changes to its complaint handling procedures to allow Individual Consumers adequate time to familiarize themselves with the revised process.
- Prior to implementation, Jus Partners Cosmopolitan Ltd shall conduct an internal assessment of the impact of the proposed changes on Individual Consumers, employees, and operational processes. This assessment should involve internal stakeholders to ensure continuity and efficiency of complaint resolution.
- Where necessary, the Company shall engage or consult with relevant regulatory authorities, including the Nigerian Communications Commission (NCC), and other relevant stakeholders to ensure continued compliance with applicable consumer protection and telecommunications regulations.
- Jus Partners Cosmopolitan Ltd shall, where practical, seek and consider feedback from Individual Consumers and other stakeholders on proposed changes and shall incorporate relevant feedback to enhance the effectiveness and accessibility of the complaint handling process.

- The Company shall ensure that all personnel involved in complaint handling are adequately informed, trained, and equipped to implement the revised procedures, including training on updated policies, systems, or technologies, to ensure consistent and timely complaint resolution.
- All updated complaint handling procedures shall be properly documented and made accessible to relevant employees to ensure uniform application and compliance.
- In implementing changes, Jus Partners Cosmopolitan Ltd shall ensure that there are no unreasonable disruptions or gaps in complaint resolution timelines. Where delays or service interruptions are anticipated, Individual Consumers shall be informed in advance and provided with appropriate alternative arrangements.
- Following implementation, the Company shall monitor and review the effectiveness of the revised complaint handling procedures, including their impact on resolution timelines, customer satisfaction, and complaint volumes.
- A feedback mechanism shall be maintained to enable Individual Consumers to provide input on their experience with the revised complaint handling process. Information obtained through monitoring and feedback shall be used to continually improve the Company's complaint management framework.
- All changes to complaint handling procedures shall comply with the NCC Consumer Code of Practice and all other applicable telecommunications and consumer protection regulations.
- Comprehensive records of all changes, including the rationale, implementation steps, and anticipated outcomes, shall be maintained and made available to the NCC or other relevant authorities upon request.

6.9 RETENTION OF RECORDS

- Jus Partners Cosmopolitan Ltd shall collect, use, and retain Individual Consumer information only for purposes that are lawful, relevant, and necessary for the provision of telecommunications services or as otherwise required by applicable laws and NCC regulations.
- Where Individual Consumer information is no longer required for its intended purpose or for regulatory compliance, such information shall be securely deleted, anonymized, or destroyed to prevent unauthorized access, use, or disclosure.
- The Company shall maintain accurate, complete, and up-to-date records of all Individual Consumer complaints, including the nature of the complaint, actions taken, resolution timelines, and outcomes. Such records shall be retained for a minimum period of twenty-four (24) months in accordance with NCC requirements.
- While complaint records shall be maintained for monitoring, analysis, and regulatory reporting, all personal data relating to Individual Consumers shall be processed and protected in accordance with applicable data protection and privacy regulations and the NCC Consumer Code of Practice.

1. INTRODUCTION

Jus Partners Cosmopolitan Ltd is an indigenous telecommunications system and solutions vendor with extensive experience delivering high-quality, reliable telecom services across Nigeria. The company was established to render professional technical services to fixed and mobile telecom operators, private enterprises, public authorities and other entities using our highly skilled workforce.

1.1 DESCRIPTION OF SERVICES

Jus Partners Cosmopolitan Ltd is a telecommunications services provider delivering end-to-end implementation and infrastructure support services across Nigeria. Our services are designed to enhance network deployment, reliability, and performance, and include the following:

- Telecommunications Infrastructure Services**
 - Equipment Installation and Upgrades: Installation and upgrades of Base Station Subsystem (BSS) components, including BSUs, BTS, Node B, WIMAX systems, microwave radios, and antennas.
 - Technical Site Surveys: Comprehensive technical surveys for Base Transceiver Station (BTS) and Optical Fibre Cable (OFC) deployments to ensure optimal design and performance.
 - Civil Work: Executing trenching, backfilling, thrust boring, conduit installation (PVC, GI, HDPE), bridge attachments, and hand-hole construction to support telecom infrastructure.
 - Route Marking: Accurate route marking in compliance with regulatory and safety standards.
 - OFC Installation, Splicing, and Testing: Deployment, splicing, and testing of optical fibre networks to ensure network integrity and service reliability.
 - ODF Termination: Termination of fibre links on Optical Distribution Frames (ODF) for efficient network management.
 - Fibre Testing: Performance verification using light source and power meter testing.
 - Logistics Support: Nationwide logistics services including transportation of personnel, equipment, and materials, secure warehousing, and distribution to project sites.
 - Regulatory, Acceptance, Support Services, including Right-of-Way and Wayleave approvals and documentation, quality control and technical assessments, and community engagement for the resolution of access-related and right-of-way disputes.

Jus Partners Cosmopolitan Ltd maintains strong working relationships with relevant government authorities and stakeholders nationwide. We recognize the critical importance of protecting telecommunications infrastructure and employ proactive monitoring, routine inspections, and preventive maintenance to safeguard OFC routes and BTS sites. Through our technical expertise and dedicated workforce, we ensure the integrity, resilience, and reliability of our clients' networks.

This Code of Practice is issued pursuant to the Consumer Code of Practice Regulations, 2024, and addresses, among others, the following matters:

- Reasonable meeting of consumer requirements
- Advertising and representation of services
- Consumer complaints handling and resolution
- Protection of consumer information
- Billing, charging, credit, and collection practices
- Obligations to consumers

1.2 SERVICE CONTRACTS

- We shall provide our customers with the complete, accurate, up-to-date information about our services in simple, clear language.
- We shall supply or make available on request a copy of the contract or agreement for the provision of our services, and such contracts shall be written in plain and clear language.

1.3 PRICING INFORMATION

The contract shall not commence until the parties mutually agree on the pricing and composition. Pricing components may include, but are not limited to, applicable rates, discounts, and the basis for the collection of the rates/charges, information as to whether rates/charges are subject to change and how such matters shall be relayed to the consumer.

1.4 CONTRACT TERMS AND TERMINATION

Jus Partners Cosmopolitan Ltd contract document shall contain standard clauses relating to commencing date, minimum contract term (where applicable), manner and consequences of premature termination, calculation basis for payment of any penalty thereon, situations where early termination may be permitted, renewal terms, installation, commission, and decommission terms and refund policies. Furthermore, all terms and conditions of a contract for the provision of any of our services shall be clearly stated in the contract or agreement, in plain language.

1.5 PRODUCT WARRANTIES AND MAINTENANCE

Where applicable, Jus Partners Cosmopolitan Ltd 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. There shall be specific information for consumers regarding the availability and provision of any maintenance service by the Host party.

1.6 FAULT REPAIR AND SERVICE INTERRUPTION

- We shall comply with the relevant fault repair standards set out in the Quality of Service Regulations issued by the Commission and also endeavor to ensure adequate warning of anticipated service disruptions or planned outages, including details of the disruption or outage, the services and service areas affected.
- Relevant facilities and processes shall be implemented to ensure reporting of faults 24 hours a day by the Consumer.
- Jus Partners Cosmopolitan Ltd shall endeavour to provide adequate notification of any planned downtime, including details of the disruption or outage, the services and service areas affected, and any corresponding compensation or other remedies, if applicable.

2. AVAILABILITY OF SERVICE

Jus Partners Cosmopolitan Ltd shall ensure that all information and marketing materials provided to individual consumers accurately disclose any known geographical, network, or technical limitations that may materially affect the availability, quality, or performance of the telecommunications services.

2.1 ADVERTISING OF PACKAGED SERVICES

- An Individual Consumer shall be entitled to the provision of all components of a telecommunications service package where Jus Partners Cosmopolitan Ltd has marketed or represented the service as being offered in a bundled package.
- Where Jus Partners Cosmopolitan Ltd knows or reasonably expects that it may be unable to supply any component of a telecommunications service package, this information shall be clearly and prominently disclosed to potential Individual Consumers in all relevant marketing and promotional materials.
- Where marketing materials include pricing information for any component of a telecommunications service package, such materials shall also state an estimate of the minimum total charge payable for the full package and clearly identify any applicable terms, conditions, or limitations associated with obtaining the component at the advertised price.

2.2 INTERNET CONNECTIONS

a. Jus Partners Cosmopolitan Ltd shall ensure that all internet-related services, descriptions, and representations comply with applicable Nigerian Communications Commission (NCC) regulations and provide Individual Consumers with fair, accurate, and transparent information.
 b. Any limitations or exceptions to service availability, including planned maintenance or factors beyond the Company's control, shall be communicated to Individual Consumers in advance where reasonably practicable.
 c. The Company shall regularly monitor and manage its network to ensure that advertised internet speeds and service quality are consistent with actual service performance, subject to network and environmental conditions.
 d. Jus Partners Cosmopolitan Ltd commits to maintaining a minimum network uptime of 98% for its internet connection services, excluding scheduled maintenance and force majeure events.
 e. Where service downtime is anticipated due to maintenance or unforeseen circumstances, Individual Consumers shall be notified in advance where reasonably practicable.
 f. Individual Consumers experiencing internet speeds below the stated or guaranteed minimum may contact Consumer Support for assistance. All complaints relating to speed or service quality shall be acknowledged and addressed within twenty-four (24) to forty-eight (48) hours of receipt.
 g. The Company shall provide reasonable technical support to Individual Consumers to