

CONSUMER CODE OF PRACTICE

PUBLISHED BY

**CARTRACK ENGINEERING TECHNOLOGIES LIMITED
AN AUTOMATED VEHICULAR TRACKING SERVICES
(AVTS) PROVIDER IN COMPLIANCE WITH THE NIGERIA
COMMUNICATIONS COMMISSION CONSUMER CODE
OF PRACTICE REGULATIONS 2007 & THE GENERAL
CONSUMER CODE OF PRACTICE 2007 PUBLISHED BY THE
COMMISSION**

MAY 2018





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ENGINEERING TECHNOLOGIES LIMITED AN AUTOMATED
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This code helps to explain what to do if things go wrong. It gives information on how to get full explanation, together with a remedy. It sets out the complaints, how we will resolve it, and what you can do if you are not satisfied with our response.

Copies of this Code may be obtained by contacting our Customer Care.

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PART 1. INTRODUCTION

Cartrack is a vehicle tracking and mobile asset management service provider, delivering Fleet Management, Stolen Vehicle Recovery and Insurance Telematics solutions.

1. PURPOSE OF THE CODE

Pursuant to the Consumer Code of Practice Regulations 2007, Nigeria Communications Commission (NCC) has mandated Vehicle Tracking Service providers in Nigeria to publish a Consumer Code of Practice.

This Code of Practice describes the provision of complete and accurate information to consumers for services; representation of services, consumer billing, charging, collection and credit services, protection of consumer information, consumer obligations, complaints handling and code compliance. The Code provides a general overview of services offered to consumers; brief information on how to contact us about our products & services and subscribing to any of our services; detailed list of all our consumers' rights and obligations; it also outlines the process for compliant handling from inception to resolution up to the consumer satisfaction.

2. APPLICATION OF THE CODE

This Code applies to the provision of Vehicle Tracking and Fleet Management solutions to the general public based on the AVTS licence obtained by Cartrack from the NCC and we aim to comply with the principles outlined in various legislation including the Nigerian Communication Act 2003, Schedule 1 of the Consumer Code of Practice Regulation, 2007. The Code has been developed by Cartrack in line with the established and published NCC's General Code of Practice Regulations 2007.

3. CODE ADMINISTRATION

The Code will be administered by Cartrack in line with guidelines from NCC as well as reviews that are to be agreed and communicated by the Commission

based on feedbacks at Consumer Forums and Consumer Affairs Bureau that may be set up the NCC from time to time.

4. Amendment of Code

Cartrack may amend this Consumer Code from time to time to conform to set guidelines that may be required by Law or by NCC.

PART 2. PROVISION OF INFORMATION TO CONSUMERS

1. GENERAL:

We make available full and accurate information in plain language about how services are run, how they should perform and who is in charge. Cartrack services are available in all parts of Nigeria. However, as a result of our dependency on Telecommunication network, some certain areas with no telecoms network will not have access to our services.

Nothing in this Code affects your statutory or common law rights, nor is anything contained in this Code intended to form a part of a collateral or collateral contract between Cartrack and any of its subscribers.

A. Contracts & Duration

Prior to installation of the tracker unit into any vehicle, all clients are expected to complete our subscriber agreement form, read and sign the terms and conditions which detailed full terms under which the service is provided. It governs the contractual relationship between Cartrack and its Clients and in the event of any discrepancy between the Service Contract and Consumer Code of practice, the service Contract shall take precedence. A copy of our Subscriber agreement form is available in print at our offices and electronic copy can be sent upon request to customercare@cartrack.ng

B. Description of Services

Cartrack provides services ranging from Stolen Vehicle Recovery, to Fleet Management and Insurance Telematics. For detailed description

and pricing of our services, please send an email to customercare@cartrack.ng

C. Terms & Information

A copy of our Subscriber Agreement Contract for our services is available in print at any of our offices and request for a copy can be sent to customercare@cartrack.ng

The information contained in the subscriber agreement Contract shall include details of all customers, full names, address, contact details, next of Kin or emergency contact persons nominated by the customer, vehicle information and product & service type. All services are subjected to price or tariff regulation by the Commission shall be described in service tariff pages accessible on our website www.cartrack.ng.

All consumers to be affected by a change in prices for a product shall be notified of the proposed change. The information on the service shall include mechanism for compensation, refund or any other arrangements for not meeting service quality levels, procedures to resolving disputes.

Service contracts shall have in detail the components of each service, including, pricing information, conditions for renewal, discontinuation, interruption, continuation, terms and termination, product warranties and maintenance, conditions relating to delivery installation and activation of service, quality of service Regulations 2013 (particularly Schedules 1 and 2), fault reporting, accessibility to operators directories and emergency services (where applicable) and provision for disabled consumers.

Where Cartrack's services are bundled with services from third parties, Cartrack shall be fully responsible for the effective performance of the entire package including service support, maintenance, complaints handling, dispute resolution and other administrative requirements.

D. Upgrade of Services

Where services are subject to upgrade or migration options, consumers shall 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.

E. Service Disruption

Cartrack shall endeavour to give advance warning of anticipated service disruptions or planned outages, including details of the disruption or outage, the services and service areas affected and any applicable compensation or other remedies.

II. Opt in and opt out of services

Cartrack shall inform consumers of their right to opt out of any advertised or subscribed service. To ensure that this is achieved, Cartrack shall have readily accessible mechanisms / paths to subscribe ('opt in') to a service, renew a service or discontinue ('opt out') to a service to avoid consumers incurring further charges

PART 3. ADVERTISING AND REPRESENTATION OF SERVICES

I. Advertising Practitioners Council of Nigeria(APCON)

All marketing materials shall be prepared in the line with the Nigerian Code of Advertising Practice established by Advertising Practitioners council of Nigeria and consumer protection Council as well as the Consumer Affairs Bureau of NCC in conjunction with part III of the General Code.

II. Availability of service

Cartrack relies on internet and communication infrastructure and may not be available to all consumers based on network uptime, restrictions, and / or market.



All geographical and technical inhibitions known to Cartrack which may substantially impair the performance and availability of the advertised service shall be included in all marketing materials for the services.

III. Advertising of Packaged Services

Cartrack shall ensure that it is able to supply all components of a service package as contained in advertising materials where a service is provided as part of a package. Where Cartrack is or may be unable to supply any component of the package, appropriate information about this limitation shall be included in the advertising materials. Advertising materials for packaged services indicating the price of each component of a service package shall also include 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 in accordance with the general Code (Section 19).

IV Unsolicited Telemarketing

All unsolicited telemarketing shall be in accordance with the general code (section 20) and shall at the time of communication of the service, afford consumers the opportunity to cancel the agreement by calling a dedicated telephone number unless the service has by that time been supplied to and used by the consumer receiving the communication.

PART 4. CONSUMER BILLING, CHARGING, COLLECTION AND CREDIT PRACTICES

Cartrack shall abide by the provisions in part 4 of the code and ensure that all billings are accurate, timely, verified and shall readily make available all billing terms and conditions relevant to the consumer. All Consumer billing information shall be retained for at least 12 months or as recommended by the commission. The following information shall be included in bills dispatched to the consumer; name and address, business address, billing period, description of charges, total amount billed, date of issuance, payment due date, methods of bill payment, refund arrangements, Bank details and consumer account details

Unless otherwise promoted or advertised, Cartrack will bill consumers upfront (in advance) for any charges for the duration of the service. Cartrack shall ensure

that the tools employed to effect payment for services rendered shall be proportionate and non-discriminatory and any service interruption or disconnection will be accompanied with appropriate advanced warnings.

PART 5. CONSUMER OBLIGATIONS

I Acceptance of Licensee Terms

Consumers shall be bound by Cartrack's terms readily available to the consumers and a copy downloadable on our website clearly accepting the service terms by any form of communications. By activating the service on commencement date, the consumer is deemed to have accepted our services terms.

II. Misuse of Service

In line with part IV of the General Code, Consumers shall not misuse Cartrack's services, by any of these means, including but not limited to: dishonestly obtaining services; possessing or supplying equipment that may be used to obtain such services dishonestly or fraudulently; dishonestly using our sims to send messages that are obscene, abusive, offensive, threatening or otherwise contrary to applicable laws or regulation. Consumers who misuse our services shall be subjected to investigative measures in the terms and conditions of the service.

There are no provisions as it relates to the following under consumer obligation-

1. Access for maintenance-

Consumers shall grant Cartrack or its authorized representatives, without charge, access to premises, equipment or facilities as reasonably required for any provisioning or maintenance of the services, equipment or facilities.

2. Tampering with equipment-

Consumers shall not use any equipment or related facilities provided by a Cartrack for reasons other than those related to normal service and shall not do



anything that interferes with the functioning of such equipment or facilities, without prior written authorization from the Cartrack. This restriction should not apply to any equipment that is accompanied by operating instructions indicating that it may be disconnected and reconnected as part of its normal use.

3. Modification or attachment of any unauthorized device to the Cartrack's equipment or facilities is prohibited without prior written authorization from the Cartrack.
4. No equipment or device that interferes in any way with the normal operation of a telecommunications service, including any equipment or device that intercepts or assists in intercepting or receiving any services offered by the Cartrack that requires special authorization, may be installed by or on behalf of any consumer
5. Re-selling services without authorization

Consumers shall not re-sell any service provided by a Cartrack except as permitted by the service agreement of the Cartrack (and subject to any applicable licensing or authorization by the commission pursuant to the Act.

5.1 Dishonest Churning

In a competitive market, a consumer may be tempted to accumulate payment arrears with one Licensee for services used, then 'switch' service to another Licensee without settling payment with the previous Licensee. This type of "dishonest churning" by consumers constitutes an abuse of a competitive telecommunications market. In order to prevent this abusive behavior, consumers shall be required to settle a valid payment arrears with a Licensee before switching to another service provider.

5.2 Cartrack shall be permitted to investigate if a person seeking its services has settled with his or her previous supplies has settled with his or her previous supplier, before having any obligation to provide service to that person.

PART 6. PROTECTION OF CONSUMER INFORMATION

Privacy of consumer information, verbal or in writing, is very important and Cartrack believes its consumers should feel confident about the privacy and security of their personal information. We take reasonable care to prevent any unauthorized access to consumer's personal information, unless allowed by state authority and the commission. We assure consumers that personal information is protected in accordance with NCC regulations, best practices and laws of the Federal Republic of Nigeria. All consumer information is collated and maintained strictly for business purpose of Cartrack in a fair manner. Cartrack shall notify consumers prior to the collection of information, the consumer's choices with regards to collection, use and disclosure of information, consumers access to their information and measures employed to protect consumer information.

Cartrack has adopted a protection of consumer information policy in line with Part VI of the General Consumer Code of Practice and full details of our policy can be made available by writing to us at Cartrack Engineering Technologies Limited, 193A Corporation Drive Dolphin Estate Ikoyi Lagos or on customercare@cartrack.ng

We have set out below some important information about the personal information of consumers retained and their usage;

1. General principles

Cartrack's policy on protection of consumer information shall state clearly the information, third party exchange or disclosures, consumer's choices available to consumer regarding collection, use and disclosure of collected information and consequences of not providing relevant information. When ordering for certain services, Cartrack may ask for personal information such as name, address, contact phone numbers and email address. Consumers may also ask other relevant information about the service being subscribed. Cartrack shall include a clear statement regarding information issues and complaint mechanisms. Cartrack shall maintain data quality by establishing appropriate processes and mechanisms to ensure accuracies in individual consumer information, use of reliable sources and collection methods, reasonable and appropriate consumer's access and correction and protection against incidental or unauthorized alteration.

1. Usage of personal information.

The information about consumers will be used in the following ways:

- i. Processing subscription requested by consumers.
- ii. Billing for services.
- iii. Publish consumer's details in our highly secure directory, provide directory enquiry service or information to NCC and other authorized government agencies.
- iv. Communicate with consumers about how to use the services and inform the consumer about any changes to the service before such changes take effect.
- v. Market Cartrack's product and services. However, we shall obtain the consumer's permission to use their information for this purpose at the time of collating the personal information.
- vi. Carry Cartrack's market research and analysis on Cartrack's current products and services and future developments. Cartrack will ensure that consumers cannot be identified and may give research information to certain other people or organizations, disclosed to the consumers at the time of collecting the information.
- vii. Prevent and detect criminal activity, fraud, misuse of or damage to Cartrack network and prosecute and sue defaulters.
- viii. Cartrack may provide information (in response to requests from authorised law enforcement agencies) to prevent and detect crime and prosecute offenders; and also provide information to protect national security. In all cases, Cartrack will adhere to the laws of the Federal Republic of Nigeria, NCC regulations and customer services best practices.

2. Length of retention of personal information

Cartrack shall keep personal information for at least the minimum period prescribed by law depending on usage of such information. Unless specific legal requirements say otherwise, Cartrack shall keep personal information no longer than is necessary for the purpose of collecting or processing the information and using it solely for its business purpose.

3. Change to consumer protection of information policy

Cartrack may make changes to Cartrack's privacy policy from time to time. Consumers continuing use of any of Cartrack's services indicate

agreement to the use of consumer's personal information as set out in this privacy policy.

4. Maintain data quality

Cartrack takes due care in ensuring that personal information provided by consumers are retained and processed in a manner that ensures that this information is accurate, relevant and current for the purpose for which it is to be used for.

PART 7. COMPLAINTS HANDLING

I. Information to consumers

Cartrack shall provide consumers with information on Cartrack's complaint process, in written or electronic format, which can be obtained at our premises or on our Website, respectively. Cartrack's formal internal complaints procedure is outlined below. Cartrack is fully committed to addressing all complaints, fully and fairly and within a reasonable time frame. Cartrack shall try and resolve complaints by telephone, however, should consumers wish to receive a response in writing then consumers shall inform Cartrack accordingly and Cartrack shall duly send a written resolution. The consumer's complaints process shall include; consumers right to complain; contract details for lodging a complaint; supporting information/documentation needed to lodge a complaint; Cartrack's practices and procedures adopted in recording and processing complaints for satisfactory resolution.

II. Complaints process

Cartrack operates a customer service desk, free of charge, which is reachable during working hours (9.00am -5.00pm) via telephone and outside working hours via e-mail: customercare@cartrack.ng . All consumers of Cartrack product and service can contact the help desk via telephone; +234-70022787225, email: customercare@cartrack.ng. Before a consumer contacts our support desk, the consumer is advised to ensure that they have details of the service subscribed to, consumer's mobile number, username (if any) and summary of the complaint. This will enable Cartrack process and

resolve their complaints quickly. Written complaints shall be acknowledged by Cartrack in line with the Commission's Quality of Service Regulations, 2008 (Schedule 1) or as directed by the commission from the time to time. Verbal complaints are seen as acknowledged at the time complaint is communicated. All complaints shall be lodged and can be tracked using a unique number communicated to the consumer at the time of lodging the complaint.

III. Internal data collection of complaints

Cartrack has in place appropriate recording systems for collection and storage of data relating to complaints and their outcomes meeting the requirements of the quantity of complaints in line with the commission's Quality of Services Regulations, 2008 or as directed by the commission from time to time. To achieve this Cartrack shall operate a tracking system for all complaints lodged by a consumer and resolution / outcome of each complaint which shall be stored for analysis and reporting purposes.

IV. Internal analysis of complaints and outcome

Cartrack's complaint tracking system shall store all complaints in a discernable manner for identification of complaints, identification of recurring problems, identification of resolutions (including time of resolution) and identification of outcome of complaints. As part of its consumers information policy, Cartrack shall always inform the consumer that a record of their complaints is being kept, at the time of lodging a complaint, and if requested by the consumer shall describe the complaints and the tracking system used by Cartrack to ensure prompt resolution of the consumer's complaint.

V. Review and reporting of complaints handling process

Periodically, Cartrack shall review their complaint handling and tracking processes to ensure effective processing, of complaints. As requested by the commission, Cartrack shall report on the outcome of such reviews and make any changes to complaint handling and tracking processes identified and communicated by the commission. The commission may from time to time

audit the complaints handling and tracking processes of Cartrack, including by exercising its powers pursuant to section 141 of the Act.

VI. Retention of data

All data (information) collected for Cartrack's complaint handling process shall be stored at least 12 months after resolution of a complaint or as directed by the Commission from time to time.

VII. Resolution time

Cartrack aims to deal with problems as quickly as possible and so our help desk assistance will try to resolve the problem as soon as possible. If this is not possible, a customer representative will contact consumer informing on the next course of action. Notwithstanding the above, complaints lodged shall be resolved and communication of resolution shall be sent to consumer no later than 3 months from lodging the complaint.

VIII. Escalation

If consumer need to escalate a complaint about the way Cartrack has handled any aspect of their account or the way consumers have been treated when contracting the technical support or customer service desk, the consumer may escalate by writing, detailing the nature of the complaint to: Client Relationship Management Unit- Cartrack Engineering Technologies Limited, 193A Corporation Drive Dolphin Estate Ikoyi Lagos. Failing satisfactory resolution by Cartrack's complaint and escalation process, Cartrack shall at all times, inform consumers of their right to refer their complaint to the commission.

IX. Contracting consumers

When Cartrack needs to contact consumers, Cartrack shall use consumer's e-mail address and mobile phone numbers. Cartrack shall contract



consumers to advise on the outcome of an investigation to any complaint which our help desk agents were unable to resolve during the initial telephone call.

X. Consumer with special needs

Cartrack is aware of its legal and moral obligations to consumers with physical disabilities and special needs. These services are designed to meet the demands of the current regulations, as well as enable Cartrack offer the best possible service to these consumers. Cartrack shall ensure that its representatives are well equipped to fully assist consumers with special needs in lodging complaints.

XI. Special Literature

Copies of this code of practice in larger print are available in all our offices. Our web developers are also working persistently to improve the accessibility of our site to disabled customers.

XII. Charges

Complaint handling processes shall be provided free of charge. However, Cartrack may impose a reasonable charge for complaint handling processes where investigation of the complaint requires the retrieval of records more than twelve (12) months old, and where that retrieval results in any incremental expenses or significant inconvenience. Any such charges shall be identified, communicated and agreed with the consumer before billing.

XIII. Action on disputed charges

When there is an unresolved complaint or billing dispute, the consumer shall be obliged to make payment of any outstanding amounts other than the amount that is specifically in dispute. Cartrack shall not impose any additional charges in form of credit management or interest while the dispute is being resolve.

XIV. Change to complaint handling process

Cartrack shall from time to time, and as may be required by NCC, review its complaint handling process and shall update any information regarding their complaint handling and tracking processes as appropriate, including information provided to consumers or the commission, as and when any changes occur. Revised and updated information will be posted on Cartrack's website: www.cartrack.ng

PART 8. CODE COMPLIANCE

I. Cartrack's Responsibility

Cartrack takes responsibility to the code compliance very seriously and recognizes the importance of developing and maintaining a good code that is approved by the commission. Cartrack is committed to an ongoing process of improvement in its operational performance, seeking not only to comply with legal mandatory requirements but also proactively educating her employees regarding the code compliance and providing the required information to the commission as at and when needed.

II. Compliance monitoring and reporting by the commission

Cartrack is in full support and agrees to work with the commissions as well as consumers to ensure that the service it delivers in terms of quality and customer support continues to meet exceed developed standards and codes of conduct prescribed by NCC.

III. Consumer complaints

All complaints by consumers will first be lodged and dealt with by Cartrack in accordance with clause 7 of this code. Where a consumer lodges a complaint with the commission and does not initially contact Cartrack, the commission will forward the complaint to Cartrack for resolution in accordance with our complaint handling process detailed in this code.

IV. Industry complainants

Industry complaints are those made by one Licensee against another for an alleged breach of a consumer code. Industry complaints will also include complaints by a group representing consumer's interests against a Licensee. Industry complaints shall first be lodged forward such complaints delivered to it, to the commission and inform the complainant that its further contact regarding the compliant shall be with the commission and not Cartrack.

V. Commission investigation

The Nigerian Communication Commission (NCC) is empowered by law and is fully responsible for ensuring compliance as well as investigation into complaints or breach of code by either Cartrack, consumers or between Cartrack and other providers.

VI. Appeals process

Where there is a dispute between Cartrack and a consumer that cannot be resolved within 60 days from the first date of lodging the complaint with Cartrack, the consumer has the right to refer the matter to the Head Consumer Affairs department of the Nigerian Communications.

VII. Confidentiality

Cartrack will treat any information concerning any compliant or compliance in confidence and will not disclose it to anyone except or in accordance with any instructions given by consumers. However, there are circumstances in which Cartrack may not be required by law to disclose information. Such requests normally come from Statutory Authorities, for example Police Force, EFCC and Excise etc. Any such disclosure will be strictly controlled and will be made fully in accordance with the laws of the Federal Republic of Nigeria.