



# CONSUMER CODE OF PRACTICE

## KIRUSA NIGERIA LIMITED

### 1. INTRODUCTION

Kirusa Nigeria Limited (Kirusa) is a Value-Added Services (VAS) provider licensed by the Nigerian Communications Commission (NCC) to offer value added services to the telecommunications industry. Kirusa enables our subscribers (through mobile operators) to access a wide range of services such as Kirusa Channels (Sports and Celebrity content), InstaVoice Missed Call, Voicemail & Voice SMS, as well as a host of enterprise services under Kirusa Konnect. Access to these services can either be via Unstructured supplementary service data (USSD), Short messaging service (SMS), Interactive Voice Response (IVR), or flash calls.

2. Purpose of the Code Nigerian Communications Commission (NCC) has advised all licensed telecommunications service providers in Nigeria to provide a Consumer Code of Practice. This Code of Practice:

- 2.1. Describes the main services Kirusa provide to our customers;  
A. Details how to contact us about these services and how consumer can subscribe to our services;  
B. Provides for the customer's rights and obligations; and  
C. Details how a customer can handle a complaint, resolution procedure and the steps customers can take when dissatisfied with the outcome of a complaint.
- 2.2. Application of the Code This Code applies to the provision of Value Added Services to the telecommunications industry based on VAS license obtained by Kirusa from the NCC. It has been developed by Kirusa in line with the established and published NCC's General Code of Practice.
- 2.3. Code Administration The Code will be administered by Kirusa 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 that may be set-up by NCC from time to time.
- 2.4. Code Amendment Kirusa may amend this Consumer Code from time to time to conform to set guidelines that may be required by Law or by the NCC.

### 3. PROVISION OF INFORMATION TO CONSUMERS

3.1. General Separate minimum periods will apply to the service Kirusa supplies to consumers and to other users depending on the pricing option and service consumer choose. The minimum service duration or period of service for our Channels services is a daily request while the maximum period of service for our services is thirty (30) days (renewable on expiry). For our InstaVoice MVV service, the service will begin on the day the mobile operator decides to include the service as part of the network services being offered to the subscriber at no extra cost Please note that Kirusa's services are available in all parts of Nigeria where the Mobile Network Operator partner has coverage. Service availability is however subject to existing partnership between Kirusa and subscribers' Mobile Network Operator.

3.2. Service Contracts

3.2.1. Prior to requesting the service, every subscriber will be expected to read our terms and conditions which details full terms under which Kirusa provides products and services to our customers. It governs the contractual relationship between us and if any discrepancy exists between the Service Contract and Consumer Code of Practice, the Service Contract shall take precedence.

3.3. Description of Services

3.3.1. Kirusa Channels: A social media platform which allows fans to engage with celebrities, sports clubs, and other types of content, by getting voice updates from their favorite celebrities, sports clubs, and other content sources.

3.3.2. InstaVoice MVV (Missed calls, Voice SMS and Voicemail): This is a Voice messaging, Voicemail, and Missed call alert service that allows a caller (A party) to send a voicemail or missed call alert to customer (B party) when the B party is not reachable, busy or the B party phone is switched off; and also to send a Voice SMS by dialing \* followed by the number of the B party.

3.3.3. Kirusa Konnect: A communication platform as a Service (CPaaS) that allows enterprise to communicate with their customers through various mobile channels. The Konnect services can be used by enterprises from the portal, connect.kirusa.com, and also via APIs.

3.4. Contract Terms and Termination

3.4.1. For Kirusa Channels, the contract will be applicable from the date a subscription or activation request is received from the user. For InstaVoice Missed Calls, Voice SMS, and Voicemail, the contract will be applicable from the date the Mobile Network Operator or the user activates the network service.

3.4.2. The minimum term of the contract is one (1) calendar day, one (1) week or one (1) month depending on the service plan chosen. The contract will expire at midnight the day following the term of the chosen plan.

3.4.3. If the contract is terminated for whatever the reason, Kirusa will not send content or missed call/voicemail notifications to the user.

3.4.4. The user may terminate the contract at any time and for whatever reason before the expiry date/time by unsubscribing or deactivating the service plan.

3.4.5. If the service plan is terminated before the expiry date/time, Kirusa will have no obligation to refund any charges collected.

3.4.6. Users are permitted to reactivate or subscribe to the same or another plan of their choice after termination.

3.4.7. There are no charges for disconnection of the services. If the user wishes to reactivate or re-subscribe, the user will be charged the subscription fee again.

3.4.8. Deposits will not be refunded if the contract is terminated prior to the expiry date.

3.4.9. In the event of an interruption, a user will be informed and

advised to allow time for the interruption to be remedied. User will not be eligible for a refund for an interruption of service. In the event of a withdrawal or discontinuation of the service, the contract will be terminated and all arrears paid.

3.4.10. The service is activated and installed immediately after a user subscribes or sends an activation request. The deposit is charged and it is non refundable.

3.5. Pricing Information Kirusa services are priced as follows:

3.5.1. Channels services: N100/Week, N25/day

3.5.2. InstaVoice Missed call alert: FREE

3.5.3. InstaVoice Voicemail: FREE

3.5.4. InstaVoice Voice SMS: N15 per VoiceSMS

3.5.5. Konnect: FREE

3.6. Fault repairs and Service interruption Kirusa complaint/ fault reporting system allows consumers to report fault any time of the day. Any service interruption shall be treated by Kirusa with the utmost urgency.

### 4. ADVERTISING AND REPRESENTATION OF SERVICES

4.1. Advertising Practitioners Council of Nigeria (APCON) All marketing materials shall be prepared in line with the standard advertising codes from APCON as well as the Consumer Affairs departments of NCC.

4.2. Availability of Service Kirusa services are available in all geographical locations covered by our mobile network operator partners. Kirusa services are not available on all mobile networks as availability of our services on any particular mobile network are dependent on partnership between Kirusa and that particular mobile network operator.

4.3. Advertisement of Packaged services All Kirusa services are provided as standalone services. When and where any of the Kirusa services are provided as a package and advertised so, consumers will be provided with the cost of each of the Kirusa service in the package. In a situation where the Kirusa service is part of a Mobile Network Operator package which Kirusa has limited control over, the limitations to providing further information will be included in the advert. All other conditions that govern obtaining the Kirusa service at an advertised price will be made available to customers.

### 5. CONSUMER BILLING

5.1. Kirusa Channels:

5.1.1. Consumer can Opt-in to a channels service either by sending advertised keyword to 2656, by selecting service on \*2656# USSD menu or by dialing 2656 for free and selecting the desired service on the IVR.

5.1.2. Consumer can Opt-out of a channels service by sending STOP to 2656 or selecting Unsubscribe option on the \*2656# USSD menu

5.1.3. Kirusa Channels service is paid for via airtime available on the subscribers' phone.

5.1.4. Upon request for a service by a subscriber, airtime value of the advertised service cost is deducted from the airtime balance on the customer's account.

5.1.5. Unless otherwise promoted or advertised, Kirusa will bill a subscriber in advance for any service requested.

5.1.6. Billing is discontinued immediately Kirusa receives a request from the subscriber to discontinue service through the advertised channels (USSD & SMS)

5.2. InstaVoice Missed Calls, Voicemail, and Voice SMS

5.2.1. InstaVoice Missed Calls and Voicemail is provided free of charge to the users. InstaVoice VoiceSMS is a paid On-Demand service.

5.2.2. A User can Opt-out of the InstaVoice Missedcall and Voicemail service by canceling call forwarding on his/her line. This can be done by dialing #004#

5.2.3. Users can send messages to each other over the mobile app for free. Use of data is at normal data tariff charged by the operator

5.2.4. A user who dials \* followed by a number to send a Voice SMS, pays a fee for sending the Voice SMS.

5.2.5. A user who leaves a voicemail pays only for the normal voice tariff charged by the operator. A user can leave a missed call without paying any fees.

5.3. Kirusa Konnect

5.3.1. Consumer does not pay for the use of this service.

### 6. CONSUMER OBLIGATIONS

6.1. Acceptance of Licensee Terms; Consumers shall be bound by Kirusa's terms of service. By using our services, consumer are deemed to have accepted our service terms of service.

6.2. Consumers shall not misuse our services, including but not limited to: dishonestly obtaining services; or using services to send messages that are obscene, threatening or otherwise contrary to applicable laws or regulation.

### 7. PROTECTION OF CONSUMER INFORMATION

Kirusa will take reasonable care to prevent any unauthorized access to consumer's personal information or data. Kirusa will use personal information collected from consumers in accordance with strict procedures and laws of the Federal Republic of Nigeria. Kirusa hereby sets out below some important information about the personal information of a consumer it may hold and how it is used. Full details of our Privacy Policy can be made available by writing to us at: nigeriasupport@kirusa.com.

7.1. General Principles When ordering for certain services, Kirusa may ask a consumer for information such as name, address, contact phone number, and email address. Kirusa may also ask a consumer other relevant information about the service the consumer is using or ordering.

7.2. Change to our Privacy Policy Kirusa may make changes to its Privacy Policy from time to time and will inform you of changes. Consumer continuing use of any of our services indicates consumer agreement to the use of consumer personal information as set out in the Privacy Policy.

7.3. Maintaining Data Quality Kirusa will take due care in ensuring that personal information provided by consumer is retained and processed in a manner that ensures that this information is accurate, relevant, and current for the purpose of which it is to be used for.

### 8. COMPLAINTS HANDLING

8.1. Information to Consumers

8.1.1. Dissatisfied consumers of Kirusa services can contact us through our formal internal complaints procedure as outlined below. Kirusa is fully committed to addressing all complaints, fully and fairly, and in a reasonable time frame. Kirusa will try and resolve complaints by email. All complaints received shall be acknowledged by Kirusa in writing except where the complainant has not provided an address. No customer complaint shall go unresolved beyond a period of three (3) calendar months

8.2. Complaint Process

8.2.1. Email: Kirusa has a customer care mail ID nigeriasupport@kirusa.com that complaints can be sent to 24hrs every day.

8.3. Service Level Agreement: Kirusa will attend to all types of consumer related complaints as illustrated in Annexure A below.

8.4. Complaint Reference Number: Kirusa shall issue a complainant with a Complaint reference number which can be in the form of Numeric number, Alphanumeric number, alphabet or a combination of alphabets.

8.5. Contacting Consumer Kirusa will contact consumers using consumer e-mail address, mobile or fixed phone number. Kirusa will contact consumer to advice on the outcome of an investigation to any complaint.

8.6. Charges Complaint handling processes shall be provided free of charge. Kirusa 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 expense or significant inconvenience. Any such charges shall be identified, communicated and agreed with the consumer before Kirusa bills for it.

8.7. 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. Kirusa shall not impose any additional charges in form of credit management or interest for non-payment of the disputed amount while the dispute is being resolved.

8.8. Data Collection and Analysis of Complaints and Outcome Kirusa keeps a complaint recording system where complaints are routinely tracked and analyzed for effective identification and permanently resolving recurrent complaints.

8.9. Changes to complain Handling Process Kirusa shall from time to time and as may be required by NCC review our complaint handling process. Revised and updated information will be posted to website: www.kirusa.com.

8.10. Retention of Complain Records Information collected during the course of a complaint resolution will be recorded and stored for a period not less than twelve (12) months following the resolution of the complaint.

### 9. CODE COMPLIANCE

9.1. Licensees (Kirusa's) Responsibility Kirusa takes its responsibility to the code compliance very seriously and recognizes the importance of developing and maintaining a document that is acceptable to the commission. The company is committed to an ongoing process of improvement in its operational performance, seeking not only to comply with legal or mandatory requirements but also proactively educate her employees/Consultants regarding the code compliance and providing required information to the Commission as and when needed.

9.2. Compliance Monitoring and Reporting by the Commission Kirusa supports and agrees to work with the Commission as well as customers to ensure that the service it delivers in terms of quality and customer support continues to meet and even exceed developed standards and codes of conduct.

9.3. Consumer Complaints All complaints by consumers will first be lodged and dealt with Kirusa in accordance with Clause 8 of this Code. Where a Consumer lodges a complaint with the Commission and does not initially contact us, the Commission will forward the complaint to Kirusa for resolution in accordance with our complaint handling process detailed in this Code.

9.4. Industry Complaints 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 interests against a Licensee.

9.5. Commission Investigation The Nigerian Communications Commission (NCC) is empowered by law and is fully responsible for ensuring compliance as well as investigate complaints or breach of code by either Kirusa, her customers or between Kirusa and other providers.

9.6. Appeals Process Where there is a dispute between us that cannot be resolved within 60 days from the first date of lodging the complaint with us, consumer have the right to refer the matter to the Head, Consumer Affairs department of the Nigerian Communications Commission.

9.7. Confidentiality Kirusa will treat any information concerning any complaint or compliance in confidence and will not disclose it to anyone except or in accordance with any instructions consumer have given us, except in cases which Kirusa may be required by law to disclose information. Such requests normally come from Statutory Authorities. Any such disclosure will be strictly controlled and will be made fully in accordance with the laws of the Federal Republic of Nigeria.