



MOBILEXCETERA LIMITED CONSUMER CODE OF PRACTICE

PART I- INTRODUCTION SCOPE AND OBJECTIVES

1.-(1) MobileXcetera Limited (“MobileXcetera”), Consumer Code of Practice (the “Code”) made in pursuance of Section 106(2) of the Nigerian Communication Act 2003(“the Act”) and Regulation 4(1) of the Consumer Code of Practice Regulations 2007 (“the Regulations”), (2) The Code is to be read where applicable, in conjunction with the General Consumer Code of Practice (“the General Code”) attached as schedule 1 to the Regulation

DEFINITIONS

2. Terms used in this Code are either as defined in this Code, the General Code or they have the meanings defined in the Act.

APPLICATION OF CODE

3. The Code shall govern the provision of services to consumers by MobileXcetera. In the event of a conflict between the Code and the General Code, to the extent that the terms of the codes are not less favourable to the Consumers than the General Code, this Code shall apply

CODE AMENDMENT

5. This Individual Code is subject to changes so as to comply with the minimum sets of requirements of the General Code as may be amended from time to time by the Nigerian Communications Commission (“Commission”) or based on the recommendations of the Commission.

PART II- PROVISION OF INFORMATION TO CONSUMERS

GENERAL

6. - (1) MobileXcetera shall provide Consumers with information on their services that is complete, accurate, and up-to-date and in simple, clean language.

This would be made available to both the customer service department of the Mobile Network Operator and also in the welcome message after opting in for a service

(2) MobileXcetera shall endeavour to respond in a timely manner to Consumer requests for information on their services and such information shall be provided free of charge and shall include at least the following :

(a) Current service, arrangements, including information about the services and tariff for all services offered to the public, shall be readily available via appropriate media including electronic format on MobileXcetera web site.(b) Any request in tariff changes would be done under the auspice of MobileXcetera in consultation with the MNO. Approval shall be gotten for any tariff change and also adequate information with an option to opt out shall be given to the user/subscriber.(c) MobileXcetera shall also endeavour to send out contents that the user has only subscribed for without sending out unsolicited messages, giving the user the right to “opt in” and “opt out” of the service.

SERVICE CONTRACTS

7. MobileXcetera shall supply, or make available on request, a copy of the contract or agreement for the provision of services, and such contracts shall be written in plain and clear language.

DESCRIPTION OF SERVICES

8. — (1) before the commencement of any service, Consumers shall be provided a complete description of the service in clear and plain language, avoiding unnecessary technical terms in the service activation message: *Confirmation of subscription- service details- service delivery schedule- service charges- frequency of billing- instruction on how to unsubscribe from the service.*

Example:

*You have successfully subscribed to our daily love tips service
Service is subject to renewal after 7days
To unsubscribe, send "stop" to 30369
Service cost N50/week*

Where other services are required in order to effectively utilize the service, the Consumer shall be sufficiently informed of such requirements or service dependencies.

Opt-In and Opt-Out

(2) Upon request for any service, MobileXcetera shall provide the consumer with **Opt-in and Opt-out** options in clear, simple and understandable terms

Example:

*You have successfully subscribed to our daily love tips service
Service is subject to renewal after 7days
To unsubscribe, send "stop" to 30369
Service cost N50/week*

(3) MobileXcetera shall provide the consumer with access to a **HELP** function to obtain information on services they are at the time of request, subscribed to and how to opt out in clear plain English.

Example:

Help: **To start receiving our exclusive love messages, text LOVE to 30326 @ N50/week; to unsubscribe, text STOP to 30326 at no cost.**

(4) Where services are packaged with one or more other services or products, MobileXcetera shall provide the Consumer in relation to each service or product:

(a) A description of each component service or product, and where MobileXcetera sells the service or product component separately, the price that MobileXcetera would charge for the component on a stand-alone basis; and

(b) For services that are bundled with services from third parties, MobileXcetera shall be fully responsible for the effective performance of the entire package including service support, maintenance, complaints handling, dispute resolution and other administrative requirements.

(5) 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.

Mobilexcetera will provide the following value added services for subscribers.

Caller ring back tunes, SMS alert subscription services covering the following broad categories: - Sports, Health and Fitness, Religious (Daily devotionals, Bible quotes), Agriculture, Lifestyle (Gossip, Celebrity Gist, Fashion), Romance and Love, Weather reports, Breaking News, Job Vacancies and Games.

Subscribers to the services will receive SMS alerts on a daily/weekly basis depending on the service type and billing cycle which would have been communicated to customers at the point of opting in.

SERVICE SUBSCRIPTION

Customers will primarily subscribe through SMS by sending a keyword assigned to a service of choice, to a shortcode.

Alternatively, Mobilexcetera will create convenient web portals which subscribers can access products such as games, etc.

Customers will receive SMS confirmations of their subscriptions together with the terms and conditions.

CONTRACT TERMS AND CONDITIONS.

10. In addition to making available on request, a copy of the contract or agreement for the provision of services, Mobilexcetera will ensure the contract contains commencement and termination dates as applicable.

The contract itself shall contain the following information regarding the term:

(a) the commencement date of the contract ;

(b) what the minimum contract term is, if applicable ;

(c) where applicable, the minimum contract period and the manner and consequences of termination ;

(d) the situations where early termination is possible ;

(e) the amount or method of calculating any charges payable upon early termination ;

(f) the conditions and terms of renewal of the contract, if applicable ;

(g) the conditions and terms of disconnection and reconnection and fees that may be charged for disconnection or reconnection ;

(h) terms and conditions that may apply to refund of any deposit including timing and any deductions or charges applicable ;

(i) terms and conditions relating to situations that may give rise to the interruption, withdrawal or discontinuation of the service ; and

(j) terms and conditions relating to the delivery, installation or activation of the service.

PROVISIONING OF SERVICE

12. MobileXcetera shall provide services within any service supply time targets set out in the Commission's Quality of Service Regulations, subject to the following:

(a) in the event MobileXcetera encounters technical problems that interfere with provisioning of the service(s), the time for provisioning will be subject to any time or process of rectification permitted by the Commission ;

(b) MobileXcetera will not be responsible for any readiness of delay or refusal of service request caused by the consumer being identified as not credit worthy.

FAULT REPAIR AND SERVICE INTERRUPTION

13.—(1) MobileXcetera shall implement the facilities and processes needed to permit Consumers to report faults 24 hours a day.

(2) MobileXcetera shall comply and shall cause their agents to comply with the relevant fault repair standards set out in this Code of Conduct.

(3) MobileXcetera 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.

(4) In the event of force majeure such as floods and storms, MobileXcetera shall endeavour to rectify the fault within such period of time as may be reasonable in the circumstances.

ACCESS TO EMERGENCY SERVICES

16.—(1) MobileXcetera shall comply with any network or other requirements that may be approved by the Commission in respect of the provision of emergency services, including such measures as location identification information, special numbers and routing to emergency services locations.

PART III—ADVERTISING AND REPRESENTATION OF SERVICES

THE ADVERTISING PRACTITIONERS COUNCIL OF NIGERIA (APCON).

17. The Advertising Practitioners Council of Nigeria (APCON) regulates advertising practices in Nigeria, and has established the Nigerian Code of Advertising Practice. MobileXcetera shall comply with the advertising standards established by APCON, and any other applicable laws or standards, in addition to the rules regarding the advertising or other promotion of telecommunications services set out in this Code.

AVAILABILITY OF SERVICES

18. — (1) MobileXcetera shall make clear in advertising materials which promote the availability of a service any geographical or technical limitations on the availability of the service to consumers which:

- (a) Substantially affect the performance of the service; and
- (b) Are known to MobileXcetera.

(2) MobileXcetera shall make clear in any advertising materials which promote a service offer any limitations in the offer which restrict it—

- (a) To a particular group of people; (b) To a partial zone, region or other geographical area within the country; (c) To a particular period of time or (d) Through the limited availability of equipment, facilities or other materials.

ADVERTISING OF PACKAGED SERVICES

19.—(1) Where MobileXcetera represents in advertising materials that a service is provided as part of a package, MobileXcetera shall ensure it is able to supply all components of the service package. In the event MobileXcetera is or may be unable to supply any component of the package, appropriate information about this limitation shall be included in the advertising materials.

(2) Where advertising materials indicate the price of a component of a service package, MobileXcetera shall include in the advertising materials a statement of the minimum total charge for the package, and indicate any Conditions that may apply to obtain the component at the stated price.

UNSOLICITED TELEMARKETING

20.—(1) MobileXcetera shall NOT engage in unsolicited telemarketing unless it discloses: (a) At the beginning of the communication, the identity of MobileXcetera or other person on whose behalf it is made and the precise purpose of the communication; (b) During the communication, the full price of any product or service that is the subject of the communication; and (c) That the person receiving the communication shall have an absolute right to cancel the agreement for purchase, lease or other supply of any product or service within seven (7) days of the communication, by calling a specific telephone number (without any charge, and that MobileXcetera shall specifically identify during the communication) unless the product or service has by that time been supplied to and used by the person receiving the communication.

(2) MobileXcetera shall also conduct telemarketing in accordance with any “call” or “do not call” preferences recorded by the Consumer, at the time of entering into a contract for services or after, and in accordance with any other rules or guidelines issued by the Commission or any other competent authority.

PART IV—CONSUMER BILLING, CHARGING, COLLECTION AND CREDIT PRACTICES

GENERAL PRINCIPLES

21. MobileXcetera shall at all times endeavour to—

- (a) Ensure that billing is accurate and timely; (b) Ensure that billing accuracy is verifiable; (c) Ensure that sufficient information shall be on the bill or otherwise readily available to the Consumer for verification of the bill without any charge; (d) Ensure that upon a bona fide request from a Consumer, MobileXcetera shall inform or provide the Consumer with timely, accurate and current information about its billing terms and conditions and options relevant to that Consumer; (e) Retain records of a Consumer’s bill and related charges for a minimum period of twelve (12) months; and (j) In interpreting the obligations described in this section, references to “billing” or “bill” include MobileXcetera systems for recording and processing any prepaid transactions, including the debiting of call charges against prepaid card balances.

BILLING INFORMATION

22. MobileXcetera shall ensure that, at a minimum, the following information is included in any billing or charging notifications issued by it or on its behalf:

- (a) The name of the service for which the consumer has been billed; (b) The type of the service for which the consumer has been billed and the service delivery medium; (c) The period over which the service associated with the charge will be provided; (d) The total amount billed or charged to the consumer’s prepaid account

ITEMIZATION OF CHARGES

23. MobileXcetera shall ensure that each mobile network operator has access to itemised details to all charges pertaining to subscribers on that mobile network and MobileXcetera shall ensure that all such itemised details are available for 12 months after the billing/charges effect has occurred

TIMING FOR ISSUANCE OF BILL

24. MobileXcetera shall ensure that in instances where a service for which a consumer has been billed cannot be delivered, the consumer will be subsequently offered the service at no extra cost for a period of time equal to the period over which the service should have been delivered but was not. Where the circumstances will not permit the service to be delivered (due to circumstances beyond the reasonable control of MobileXcetera, such as an event of force majeure or a technical system failure at the mobile network resulting in service interruption), MobileXcetera shall liaise with the mobile network operator to establish a suitable resolution path that will ensure that consumers do not lose any value and are appropriately compensated.

RECEIPTS AND CONSUMER PAYMENT ADVICE

25. MobileXcetera shall ensure that Consumers are able to verify their bill payment by acknowledgment of payment on the next bill issued, with such appropriate and accessible methods as may be made available by MobileXcetera.

BILLING FREQUENCY

26. MobileXcetera shall provide Consumers with advance written notification of any proposed changes in billing before any such changes are implemented via any channel over which MobileXcetera services are offered. Consumers shall be informed in all such notifications of how to opt out of the service to avoid experiencing the proposed changes in billing.

NON-PAYMENT OF BILLS

27. Where a Consumer has not paid MobileXcetera all or part of a bill for services provided by MobileXcetera, any measures taken by MobileXcetera to effect payment or disconnection shall—

(a) Be proportionate and not unduly discriminatory; and; (b) Be accompanied by appropriate warning to the Consumer in advance of any resulting service interruption or disconnection; and (c) Confine any service interruption or disconnection to the service(s) concerned, as far as technically feasible.

PART V—CONSUMER OBLIGATIONS

ACCEPTANCE OF MOBILEXCETERA TERMS

22. consumers shall be required to abide by the terms of service used which will be made available to them at the point of opting into service via, texts, USSD, WAP page or website or other channels that will be communicated to subscribers.

RE-SELLING SERVICES WITHOUT AUTHORISATION

23. Consumers will subscribe to, or opt into any service shall not use any equipment or related device for accepting the service for reason other than those related normal service and shall not do anything contrary to the service scheme and model communicated to the consumer upon first subscribing or opting into the service. Consumer shall be responsible for any loss of services, that results from actions contrary to the service terms or the General Code.

PART VI—PROTECTION OF CONSUMER INFORMATION

PURPOSE

34.—(1) the purpose of this part is to set out the responsibility of MobileXcetera in the protection of individual Consumer information

(2) MobileXcetera should also be aware of the authority granted to the Commission under Section 147 of the Act, which permits the Commission on certain situations to allow “authorised interception of communications”, including stipulating the technical requirements for authorised interception.

GENERAL PRINCIPLES

35—(1) MobileXcetera may collect and maintain information on individual Consumers reasonably required for its business purposes. However, the collection and maintenance of information on individual Consumers shall be—(a) Fairly and lawfully collected and processed; (b) Processed for limited and identified purposes;(c) Relevant and not excessive;(d) Accurate;(e) Not kept longer than necessary;(f) Processed in accordance with the Consumer’s other rights ;(g) Protected against improper or accidental disclosure; and (h) Not transferred to any party except as permitted by any terms and conditions agreed with the Consumer, as permitted by any permission or approval of the Commission, or as otherwise permitted or required by other applicable laws or regulations.

(2) MobileXcetera shall meet generally accepted fair information principles including:

(a) Providing notice as to that individual Consumer information they collect, and its use or disclosure;

(b) The choices Consumers have with regard to the collection, use and, disclosure of that information;

(c) The access Consumers have to that information, including to ensure its accuracy; and

(d) The security measures taken to protect the information and the enforcement and redress mechanisms that are in

place to remedy any failure to observe these measures.

(3) These rules apply to individual Consumer information whether initially provided verbally or in written form, so long as that information is retained by MobileXcetera in any recorded form.

IMPLEMENTATION OF “PROTECTION AND CONSUMER INFORMATION POLICY”.

36. MobileXcetera shall adopt and implement a policy regarding the proper collection, use and protection of information from consumers. MobileXcetera shall ensure that any other MobileXcetera or other persons with whom they exchange or otherwise disclose such information have adopted and implemented an appropriate protection of Consumer information policy.

ACCESS TO POLICY

37.—(1) MobileXcetera's policy on the protection of Consumer information shall be made available in an accessible and easy to read manner, including as specifically directed by the Commission from time to time.

(2) The policy shall state clearly what information is being collected; the use of that information; possible third party exchange or disclosure of that information; and the choices available to the Consumer regarding collection, use and disclosure of the collected information.

(3) The policy shall disclose the consequences, if any, of a Consumer's refusal to provide information.

(4) The policy shall also include a clear statement of how to contact MobileXcetera regarding information issues and related information access or complaint mechanisms

MAINTAINING DATA QUALITY

38.—(1) MobileXcetera collecting, maintaining, using or disclosing individually identifiable Consumer information shall take reasonable steps to ensure that the information is accurate, relevant and current for the purposes for which it is to be used.

(2) MobileXcetera shall establish appropriate processes or mechanisms so that inaccuracies in individual Consumer information, including out of date information, may be identified and corrected. Other procedures to ensure data quality may include use of reliable sources and collection methods, reasonable and appropriate Consumer access and correction, and protection against incidental or unauthorized alteration.

PART VII—COMPLAINTS HANDLING

INFORMATION TO CONSUMERS.

39.—(1) MobileXcetera shall provide easily understood information about their complaint processes in various media and formats, including as specifically directed by the Commission from time to time.

(2) MobileXcetera shall ensure that Consumers can easily identify how a complaint may be lodged, either at her premises or using identified forms of telecommunications.

(3) Information on the complaints handling processes shall contain information—

(a) to Consumers about their right to complain ;

(b) on how MobileXcetera can be contacted in order to make a complaint ; and

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

(4) All complaints will be recorded by MobileXcetera, and processed in accordance with identified practices and procedures.

SPECIAL NEEDS

40.- (1). MobileXcetera will make adequate provision to ensure that people with physical disabilities and other special needs are able to access their complaint handling processes, including ensuring that consumers can be easily represented by their authorised representatives in order to make a complaint.

(2). MobileXcetera will adequately equip the customer service departments of the network operator with tools that allows easy reporting and tracking for all consumers complaints and MobileXcetera's internal customer service and the technical support team.

(3). Where possible, consumers shall be advised when they make a complaint of the expected actions and timing for investigating and resolving the complaints.

MobileXcetera shall ensure up to five (5) minutes response time to customer's complaints logged in by a customer service representative of the network operator.

(4). Consumers shall be advised of the outcome of the investigation of their complaint, and any resulting decision by MobileXcetera.

COMPLAINT PROCESSES.

41.—(1) Mobilexcetera shall acknowledge written complaints and act within any time frames set out in the Commission's Quality of Service Regulations (or as otherwise directed by the Commission from time to time).

(2). Written complaints should be addressed to the MD/CEO Mobilexcetera Limited, Plot 4E Maryland Crescent, off Mobolaji Bank Anthony Way, Maryland, Lagos.

(3). Customers wishing to lodge their complaints via the electronic mail should send the emails to info@mobilexcetera.com

The following customer care lines are also available for lodging complaints 08096324379, 08096324417, 08185477875

CHARGES

42. Complaint handling processes shall be provided free of charge. However, MobileXcetera may impose a reasonable charge for complaint handling processes where the investigation of complaint may require the retrieval of records more than twelve (12) months old and where the retrieval results in any incremental expense or insignificant inconvenience to MobileXcetera. Any such charges shall be identified and agreed to by the consumer before being incurred.

FURTHER RECOURSE

43.__(5). In the event that a complaint has not been resolved to the Consumer's satisfaction, including as a result of any escalation process, within sixty (60) days of being communicated to MobileXcetera, MobileXcetera shall inform the Consumer that he or she may refer the complaint to the Commission.

In the event that the consumers remain dissatisfied with the outcome of a complaint, they may refer the complaint to identified persons or Department within the Commission.

ACTION ON DISPUTED CHARGES

44.

1. MobileXcetera shall avoid imposing any disconnection or credit management action regarding any service to which a complaint or billing dispute relates, while the complaint or dispute is being investigated. MobileXcetera shall inform the consumer that, while the complaint or dispute, is being investigated, the consumer is obliged to make payment of any outstanding amount other than the amount that is specifically in dispute.
2. Where MobileXcetera intends to take disconnection or credit management action against a consumer regarding any amount that has been the subject of a complaint or dispute, MobileXcetera will specifically notify the consumer before taking the intended action.

INTERNAL DATA COLLECTION AND ANALYSES

45. MobileXcetera shall have appropriate recording systems for complaints and their outcomes. Complaints tracking data shall be categorized and analysed by MobileXcetera from time to time to allow for the identification of recurring problems.

REVIEW

46. MobileXcetera shall review their complaint handling and tracking processes from time to time to ensure effective processing of complaints. MobileXcetera shall also report on the outcome of these reviews as requested by the Commission, and shall make any changes to complaint handling and tracking processes identified by the Commission.

CHANGES TO COMPLAINT HANDLING PROCESSES

47. MobileXcetera shall update any information regarding their complaint handling and tracking processes as appropriate, including information provided to customers or the commission.

RETENTION OF RECORDS

48. Information collected and recorded as part of MobileXcetera's complaint handling processes shall be retained by MobileXcetera for at least twelve (12) months following resolution of a complaint.

PART VIII—CODE COMPLIANCE

MOBILEXCETERA RESPONSIBILITY

50. MobileXcetera shall—

(a) Develop appropriate policies and procedures for ensuring compliance with this Code (or any other consumer code approved by the Commission);(b) Ensure that the compliance policy, procedures and applicable code provisions are publicized to employees and other representatives of MobileXcetera;(c) Develop appropriate procedures or programs to educate employees regarding code compliance issues;(d) Implement appropriate management structures and practices to monitor compliance with the policies, procedures and code provisions; and(e) Provide information to the Commission, as provided for in this Code or as otherwise requested by the Commission, relevant to MobileXcetera's consumer code obligations and ongoing compliance efforts.

COMPLIANCE MONITORING AND REPORTING BY THE COMMISSION

51.—(1) The Commission will monitor compliance with applicable code provisions on a regular basis to ensure the overall effectiveness of consumer codes in achieving their objectives, which include—

(a) Complaints monitoring; (b) Routine verification of code compliance by MobileXcetera; and (c) Identification of other consumer code issues.

(2) The Commission will publish quarterly progress reports to assist it in its ongoing monitoring and review of consumer codes and related issues. The progress reports will include—

(a) Identified breaches of applicable code provisions, and any remedial actions taken ;

(b) Recurring complaints and actions taken to address these;

(c) Statistics on complaints and their resolution; and

(d) Steps taken by MobileXcetera in the development of in-house compliance systems,

(3) The Commission's annual report will contain a summary of all progress reports or the relevant year.

COMPLAINTS REGARDING COMPLIANCE

52.—(1) Complaint about failure to comply with this Code or any other applicable consumer code will arise in two broad categories: Consumer complaints and "Industry" complaints.

(2). The Commission shall administer appropriate and impartial processes for the investigation and resolution of both Consumer and Industry complaints.

(3) In the event the Commission finds that a complaint does not fall within its jurisdiction, the Commission will refer the matter to the appropriate body.

CONSUMER COMPLAINTS

53. - All complaints by Consumers will first be lodged and dealt with by the relevant MobileXcetera in accordance with Part VII of this General Code. Where a Consumer lodges a complaint with the Commission and does not initially contact MobileXcetera, the Commission will forward the complaint to MobileXcetera for resolution in accordance with Part VII of this General Code.

INDUSTRY COMPLAINTS

54.—(1) Industry complaints are those made by one MobileXcetera against another for an alleged breach of a consumer code. Industry complaints will also include complaints by a group representing consumer interests against MobileXcetera.

(2) All Industry complaints will be lodged directly with the Commission. Where an Industry complaint is lodged with MobileXcetera, without evidence that the complaint has been lodged with the Commission as well, MobileXcetera shall

forward a copy of the complaint to the Commission without delay, and will notify the complainant that its further contact regarding the complaint should be with the Commission and not MobileXcetera.

COMMISSION INVESTIGATION

55.—(1) The Commission will oversee compliance with and administration of the General Code and any other applicable consumer codes.

(2) The Commission will analyse and investigate complaints in order to determine whether there has been a breach of the applicable code. In the event the Commission finds that there has been a breach, it will consider the following factors in arriving at a decision on the remedial actions or penalties to be imposed: (a) Seriousness of the breach;(b) Past conduct of MobileXcetera with respect to compliance with the code;(c) Representations made by MobileXcetera with regards to the breach and related circumstances; and(d) Any compensation offered by MobileXcetera to affected Consumers for the breach.

(3) The monitoring and enforcement of consumer codes will be exercised in accordance with the Nigerian Communication's (Enforcement Processes, etc.) Regulations 2005. With respect to any penalties for contravention of applicable code provisions, the Commission will be guided by the considerations set out in Chapter IV ("Administrative Fines") of those regulations.

(4) The Commission may also issue a caution notice to a MobileXcetera with no record of past problems, identifying remedial measures to be undertaken but imposing no other penalties or sanctions.

(5) Continuing or repeated breaches of this General Code or any other applicable consumer code shall be reviewed by the Commission to determine if they constitute an offence under the Act, including as a breach of applicable licence conditions.

(6) Unless otherwise specifically identified by the Commission, the parties to a complaint shall be responsible for their own costs or expenses associated with the complaint. The Commission shall also identify any circumstances in which any costs or charges will be payable to the Commission in connection with its involvement in the resolution of any complaint, prior to a party incurring the payment obligation.

APPEALS PROCESS

56. In the event that a decision by the Commission is not accepted by a party to the decision, that party will have the right to challenge the decision pursuant to Sections 86 to 88 of the Act, in accordance with the practices and procedures described in those sections.

CONFIDENTIALITY

57. Information disclosed in the course of any complaint or compliance proceeding under this Code or other applicable consumer code may be protected as confidential information as provided under the Act, including Sections 59, 60 and 86(3) of the Act.

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