

# CONSUMER CODE OF PRACTICE

PUBLISHED BY

**CELLSTOP TRACKERS LIMITED**

AN AUTOMATED VEHICULAR TRACKING SERVICES (AVTS) PROVIDER IN COMPLIANCE WITH THE NIGERIAN COMMUNICATIONS  
(CONSUMER CODE OF PRACTICE) REGULATIONS 2024 PUBLISHED BY THE COMMISSION

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**CONSUMER CODE OF PRACTICE PUBLISHED BY CELLSTOP TRACKERS LIMITED AN AUTOMATED VEHICULAR TRACKING SERVICES (AVTS) PROVIDER IN COMPLIANCE WITH THE NIGERIA COMMUNICATIONS COMMISSION CONSUMER CODE OF PRACTICE REGULATIONS 2024 PUBLISHED BY THE COMMISSION**

This code helps to explain what to do if things go wrong. It gives information on how to get full explanation and timely solution. It sets out the complaint, how we will resolve it, and what you can do if you are not satisfied with our resolution.

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

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## **PART 1. INTRODUCTION**

This code is made in compliance with the provisions of the Consumer Code of Practice Regulations 2024, Nigeria Communications Commission (NCC), (hereinafter referred to as '2024 Regulations').

This Cellstop Trackers consumer code of practice is published on the company's website, <https://www.cellstop.com.ng> as well as other platforms, channels, avenues etc., as shall be directed from time to time by the Nigerian Communications Commission.

Cellstop Nigeria is a Telematics company with built strength around vehicle tracking, mobile asset management, and in using advanced technology to reduce the risk of car theft and likewise cut operational cost.

### **PURPOSE OF THE CODE**

This code is made in compliance with the provisions of the Consumer Code of Practice Regulations 2024, Nigeria Communications Commission (NCC), (hereinafter referred to as '2024 Regulations'). CELLSTOP herein provides a complete, accurate and up-to-date information about its services in line with Part II of the Schedule to the 2024 Regulations and same shall apply to Cellstop's AVTS operations in Nigeria.

## **1. PROVISION OF INFORMATION**

We undertake to provide to our customers and the members of the general public precise information, and in a timely manner make full disclosure and in simple terms, state the functioning of our bespoke services.

This information provided to our clients include but not limited to; the processes and procedures for the workings of our services, the manner and conditions in which these services provided by us ought to function, and on whom lies the responsibility for controlling these services we offer.

Cellstop Trackers offers an array of services which are readily available to our clientele which cuts across various parts of Nigeria.

However, owing to the reliance of our services on telecommunication network which renders our services close to non-existent in some areas which have little to no access to telecommunication networks.

Be that as it may, nothing contained in this Consumer Code of Practice seeks to serve as a hindrance to our Customers Common Law rights to seek redress for any breach or infractions as a result of the subscription to our services. We therefore do not take for granted our Clients right to access information for the services to which they have subscribed to.

### **A. Description of Services**

Cellstop Trackers engages in the provision of GPS tracking systems to its clients. These systems embody the management, tracking, and recovery of stolen vehicles.

### **B. Service Contracts & Duration**

As a condition precedent to the installation or deployment of our tracker into any vehicle, our clients are mandated to fill out Client/Customer Agreement form, which contents constitute the framework upon which our relationship with all clients is hinged. The agreement contains the terms and conditions under which the service is provided. It serves as the basis for the contractual relationship between Cellstop Trackers on the one hand and its Clients on the other hand.

A copy of the standard contract for the provision of AVTS shall be published on Cellstop's website in English Language. The service contract shall contain a detailed description of Cellstop's services, dependence on other services to be utilized like mobile telecommunications networks applicable to the different areas of operations and their limitations thereof, information on service levels offered, the waiting time for initial connections, information regarding compensation, refund etc., where services are bundled with other services, services subject to upgrade or migration options and the terms thereof, and all information as shall be published on Cellstop's outlets.

Any inconsistency between the provisions of the Customer/Client Agreement and the Consumer Code of practice shall be resolved in favour of the Customer/Client Agreement.

### **C. Service Subscription**

In order to gain access to our consumer services, Customers are advised to kindly visit any of our office located at 5A, Akanbi Disu Street, Lekki Phase 1, Lekki, Lagos.

We can also be reached via our website [www.cellstop.com.ng](http://www.cellstop.com.ng) or call our team on +234 913 908 6877. Customers will have to pay for the equipment installation (GPS Tracker). The service will be installed and activated as soon as a customer's payment has been confirmed.

Customers shall follow all and or any reasonable instructions that we may issue relating to use of the service, and to allow us access to their vehicles if the need arises.

Customers are at liberty to cancel their subscription to our services order at any time, however such cancellation shall be effective of notice to us (i.e. ten working days).

We may also take action to manage the tracking devices' performance during periods where the devices installed are not working optimally.

### **D. Contract terms and conditions:**

Cellstop Trackers ' contract document shall contain the terms and conditions in Sections 11 and 12 of the Schedule to the 2024 Regulations with particular emphasis on contract period, delivery, installation and activation of services, termination and related conditions, renewal, disconnection and reconnection of services, procedure for refund, interruption, withdrawal or discontinuance of service, method of calculating charges, the existence of any contractual warranty and how same applies, how to make complaints and remedies available for fault and service interruptions, accessibility to operators directories and emergency services (where applicable) and provision for disabled consumers.

### **E. Opt in and opt out of services**

Cellstop Trackers undertake to give adequate and sufficient notice to its customers regarding their right to opt out of any services for which we advertise and to which they have hitherto subscribed to.

To accomplish this, Cellstop Trackers shall put in place seamless mechanisms to subscribe (**'opt in'**) to a service, renew a service or discontinue (**'opt out'**) to a service to prevent consumers accumulating unwarranted charges.

## **2. ADVERTISEMENT AND REPRESENTATION OF SERVICES:**

### **A. Availability of service**

Cellstop Trackers depends on the strength and effectiveness of telecommunication infrastructure and further states that its services may not be readily available to all customers due to network downtime and or certain telecommunication restrictions that may hamper the functionality of the services provided by Cellstop Trackers to its customers.

### **B. Advertising of Packaged Services**

Cellstop Trackers shall at all times comply with the advertising standard established by the Advertising Practitioners Council of Nigeria and any other applicable laws or standards, in addition to the provisions of the 2024 Regulations.

Adverts within the contemplation of this code shall be published in advertising materials that promote the availability of service, any geographical or technical limitations on the availability of service to consumers etc.

Adverts herein shall be in compliance with Part III of the 2024 Regulation.

### **C. Disclaimer**

Cellstop Trackers shall not be responsible or held liable for losses to customers vehicle, arising from non-adherence to the instructions, manual and guidelines with respect to the functionality and operations of all its installed vehicle GPS tracking devices.

### **D. Tele-marketing**

Telemarketing shall be in strict compliance with the provisions of the extant Nigeria Communications Commission (Consumer Code of Practice) Regulations, 2024 (section 28).

At the period of the provision of the service, consumers shall be informed of the option to cancel the agreement by placing a phone call to a designated telephone number, except that such service has at the material time already been transmitted to and used by the consumer receiving the communication.

### **3. COMPLAINTS HANDLING**

Cellstop Trackers shall provide care Centre and facilities, easily understandable information about its complaint process, a complaint handling policy, and all complaints-handling measures in Parts VIII and IX of the 2024 Regulations.

#### **A. Complaints process**

Cellstop Trackers shall handle customer complaints through its dedicated customer service desk, which serves as the first port of call for the lodging of complaints with respect to services it renders. The Customer service desk can be reached during working hours (9.00am -5.00pm) via telephone at +234 913 908 6877.

Additionally, all consumers of Cellstop Trackers services can reach the Customer service desk via email: [customercare@cellstopnigeria.com](mailto:customercare@cellstopnigeria.com), or visit our office at 5A Akanbi Disu Street, Lekki, Lagos.

Consumers are strongly advised that the details of their complaints are correctly and succinctly provided in a clear and concise manner; this is to ensure speedy resolution of such complaint.

All complaints can be tracked using a unique number communicated to the consumer at the time of lodging the complaint.

#### **B. Further Recourse**

Peradventure a Consumer feels dissatisfied with the resolution of their complaints, and the need arises for them to escalate a complaint regarding the manner in which Cellstop Trackers has treated its complaints, such consumer may forward the complaint in written form, describing succinctly the nature of the complaint to: NCC HQ, Plot 423, Aguiyi Ironsi Street, Maitama District, Abuja FCT, Nigeria.

Cellstop Trackers undertakes that it shall at all times make known to consumers their right to refer their Complaint to the commission.

#### **C. Data collection and analysis of complaints and outcome**

Cellstop Trackers has developed a suitable system for purposes of recording, collation and storage of data pertaining complaints and their results, thereby complying with the requirements of the commission's Quality of Services Regulations, 2024.

Cellstop Trackers shall be responsible for activating 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.

#### **D. Retention of Records**

The storage period for all data (information) received by Cellstop Trackers for purposes of complaint handling shall be for Twenty four (24) months, after the complaint has been resolved or for such a period as may be directed by the Commission.

#### **E. Prevention of Unsolicited SMS**

Cellstop Trackers as a responsible service provider shall not engage in the practice of interfering with the privacy of its customers, through the sending of unsolicited messages. All telemarketing shall be conducted in strict compliance with the Commission's Code of Practice.

### **4. CONSUMER OBLIGATIONS**

Consumers shall abide by the provisions in Part V of the 2024 Regulation which include but not limited to the following:

#### **A. Acceptance of Cellstop's Terms**

Upon endorsing the service agreement, consumers shall be bound by Cellstop Trackers' terms of service and the consumer shall be deemed to have accepted Cellstop's service terms upon commencement of the use of the service.

#### **B. Access for Maintenance**

Consumers shall grant CELLSTOP and/or its authorized agents, without charge, access to the consumer's premises, equipment or facilities as reasonably required, for provision, and maintenance of the services, equipment or facilities.

### **C. Misuse of Service**

In line with part V of the 2024 Regulation, Consumers shall not misuse Cellstop Trackers 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.

Misuse of public communication service or tampering with equipment

- a) A consumer shall
  - i. Not use any equipment or related facility provided by Cellstop Trackers for reasons other than those related to normal service, and shall not do anything that interferes with the functioning of such equipment or facility, without prior written authorization from Cellstop Trackers ; and
  - ii. Be responsible for any loss of or damage to equipment or facilities .that result from actions contrary to service terms or this General Code.
- b) A consumer shall not misuse public communications services in any way, including—
  - i. dishonestly obtaining communications services ;
  - ii. possessing or supplying equipment that may be used to obtain such services dishonestly or fraudulently ; or
  - iii. Using services to send messages that are obscene, threatening or . otherwise contrary to applicable laws or regulations.
- iv. Equipment owned by Cellstop Trackers and connected to a communications network may not be moved to a location or address other than the location or . address where the service was installed, without prior written authorization of Cellstop Trackers , but this shall 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.
- c) Modification or attachment of any unauthorized device to the Cellstop Trackers ' equipment or facilities is prohibited without prior written authorization of Cellstop Trackers .
- d) An equipment or device that interferes in any way with the operation of a communications service, including any equipment or device that intercepts or assists in intercepting or receiving any service offered by Cellstop Trackers that requires special authorization, shall not be installed by or on behalf of any consumer.

### **D. Reselling service without authorisation:**

A consumer shall not re-sell any service provided by a Licensee except as permitted by the service agreement of the Licensee and subject to any applicable licensing or authorization by the Commission pursuant to the Act.

### **E. Customer abuse of mobile number portability**

A consumer shall not accumulate bills with Cellstop Trackers for services used, then port to another Licensee without settling payment obligations to Cellstop Trackers .

Where a consumer ports without settling outstanding bills with Cellstop Trackers , Cellstop Trackers may recover the debt through any legal means necessary.

## **5. PROTECTION OF CONSUMER INFORMATION**

In compliance with Part VI of the 2024 Regulation, Cellstop Trackers shall ensure to protect individual consumer information in accordance with the data protection law and any data protection principles issued by the Nigerian Communications Commission.

### **a) Data Gathering**

Cellstop Trackers undertakes to provide in clear terms, a statement with respect to the methodology, mechanisms and processes used for obtaining customers data. Cellstop Trackers shall also keep a database for data quality for individual consumer information, using reliable sources and collection methods, rational and suitable consumer's access and correction and protection against incidental or unauthorized alteration.

### **b) Data Storage**

Cellstop Trackers shall store consumers personal information for a period not below the minimum period stipulated by law. Cellstop Trackers undertakes that consumers data and information shall only be stored on designated servers and that no such information shall be transferred to any portable computing device or any medium, without the consent of the consumer first sought and obtained.

**c) Data Sharing**

Cellstop Trackers shall be obligated to inform the consumer timeously and also seek and obtain consent from consumers, before sharing consumer data and information with a third party.

Cellstop Trackers shall also publish a policy on protection of consumer information, the policy shall spell out in clear terms the manner and events which will warrant consumers information to be shared with a third party and or periods whereby disclosure of consumers information becomes mandatory.

Cellstop Trackers shall further inform the consumers of the array of choices available to them, with respect to the sharing and disclosure of collected information and penalties of not providing such relevant information.

Cellstop Trackers shall treat customer information with utmost confidentiality and will not disclose it to anyone except or in accordance with any instructions given by consumers and/or Cellstop Trackers is mandated by law to so disclose. Any such disclosure shall in accordance with the applicable laws of the Federal Republic of Nigeria.

**6. CONSUMER BILLING**

**a) Billing Information**

Cellstop Trackers shall abide by the provisions in part IV 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 and total amount billed

**b) Timing for issuance of bill**

Cellstop Trackers shall bill Consumers within ten (10) days for any charges for the period of the service. CELLSTOP shall ensure that the apparatuses used for the purposes of making payment for services rendered shall be proportionate and non-discriminatory and any service interruption or disconnection will be accompanied with appropriate advanced warnings.

**c) Payment confirmation**

Cellstop Trackers shall provide consumers with a written confirmation of payment upon receipt of each payment made against an invoice. The confirmation will include the invoice number, payment amount, and the payment date.

**d) Billing Frequency**

Cellstop Trackers shall issue invoices for services rendered on a monthly basis, with payment due within Sixty (60) days of receipt of the invoice. A late payment fee of 1.5% per month will be applied to overdue balances.

**e) Prepaid Services**

Cellstop Trackers offers prepaid services. Each bill issued includes, at a minimum, the following information:

- i. Customer's billing name and address
- ii. Cellstop Trackers business name, address, and registered number
- iii. Unique bill identification
- iv. Billing period with a description of charges (and credits) billed to the customer
- v. Total billed amount, applicable credits, payments, or discounts, and the net amount payable
- vi. Date of bill issuance and payment due date (or refund date)
- vii. Accepted methods of payment (or refund)
- viii. Methods for contacting us for complaints and billing inquiries

All billing inquiries and complaints can be directed to our customer care by email at [customercare@cellstopnigeria.com](mailto:customercare@cellstopnigeria.com)