

**ESTREAM NETWORKS LIMITED****Consumer Code of Practice****Introduction:**

In this code we attempt to provide answer to a range of questions which you may have about our services and to provide you with information on how and where you can obtain advice and help.

In addition to this code we aim to comply with the principles outlined in various legislation including the Nigerian communication Act 2003, schedule1 of the Consumer Code of Practice Regulation, 2007. We make available full and accurate information in plain language about how services are run, how they should perform and who is in charge. 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. Nothing in this code affects your statutory or common law rights, nor is anything contained in this code intended to form a part of collateral contract between eStream Networks and any of its subscribers.

Copies of this Code may be obtained by contacting our Customer Support via:  
[customersupport@estreamnetworks.net](mailto:customersupport@estreamnetworks.net)

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## 1.0 About us

### 1.1 eStream Networks Limited

e.Stream is a licensed private network service provider specializing in the provision of Internet Service using Satellite technology (VSAT) and Digital Subscriber Line (FIBER). We also provide Metropolitan Area Network (MAN) using Point to Point Radio Communication Systems.

We have been offering this robust service using innovative provisioning methods to our customers in the last few years across the country. The company's Network infrastructural design is structured towards providing a broad range of end-to-end efficient and reliable IPbased services while building a long term, trusted partnership with our client.

You may find more information about us in our website at [www.estreamnetworks.net](http://www.estreamnetworks.net)

We provide wide range of internet and data services to cooperate businesses and residential customers.

#### OUR VISION

**"To be the connectivity solutions provider of choice".**

#### OUR MISSION

Deployment and Management of various Communication Services while supporting our Clients to exceed their Business Objectives.

#### **Our Core Values:**

- CAN DO
- INNOVATION
- QUALITY
- REALIABILITY
- PARTNERSHIP
- SUPPORT

### 1.2 Our Quality Objectives are;

#### **Excellent Service Delivery**

e.Stream Networks focuses on delivering excellent service to its customers by providing a personalized and unique customer experience with premium quality support through its highly qualified team of experts.

#### **Targeting Zero Downtime**

e.Stream finds the best solution in targeting zero downtime on its network through proactive maintenance of its hub equipment (power & network), and providing experts quick response to incidents without sacrificing quality standards or delivery deadlines.

### **Exceptional Relationship Management**

We understand that customer satisfaction is based on loyalty, values and relationship. Therefore e.Stream strives to measure its customer satisfaction and engagement through constant client visits and interaction thereby fostering good partnership, provide effective support as well as service add-ons e.g. Temporary bandwidth update.

### **Affordable Service that meets Customer's Requirement**

e.Stream Networks is committed to continually provide QUALITY SERVICE tailored to its customer's requirement while maintaining cost effectiveness and affordability without compromising acceptable standards.

### **1.3 HOW WE WORK:**

Total client focus drives our strategy hence our work with clients has convinced us of the need to be able to:

- Develop and deliver leading-edge broadband solutions by integrating different communications technologies
- Have a mind-set with global outreach to enable the African market meet the challenges of globalization
- Sustain our company culture, which are
  - Customer Responsiveness;
  - Corporate Integrity; and
  - Cost Effective Technical Innovation.
  
- Build on our Strength, Invest in our people and give value to our environment

### **1.4 Range of Services**

#### **1.4.1. The Internet**

##### **Internet Access:**

e.Stream Internet Access is available NATION WIDE and can be delivered via 3 mediums, namely:

Radio.  
VSAT  
Fiber

#### **1.4.2. Metro Wireless Radio Service**

This establishes inter Head Office / Branches links through Points of Presence in a Point-to-Multipoint arrangement and also in a Point-to-Point Connectivity medium. With this, the bandwidth would be distributed from our POP to the customer's branch offices in a Point to Point manner. The Point-to-Multipoint arrangement enables direct monitoring from our Network Operating Center to ensure prompt Preventive and fault maintenance of the links.

While our various well-staffed POP also ensure quick response to fault call in the Point-to-Point Arrangement, the equipment deployed for either services deliver Digital Signal Bandwidth of 64kbps Up to E1 (2Mbps), and integrate seamlessly with common IP routing equipment. E.Stream Networks is not licensed to provide services through this medium but in order to meet the need of the subscribers we have contracted with institutions who are so licensed in order to meet our subscriber's needs. Information on such providers is available on request.

#### **1.4.3. VSAT Managed Private Networks**

Enterprises are looking for ways to streamline their operations and provide their remote locations (Branches) with effective and secured data communication infrastructure, with identical support for Critical business applications. In order to meet these needs, e.Stream Managed Private Networks (MPN) offers:

- High speed broadband connections from all remote locations with central and easy network Management and 24/7 network availability.
- Two-way transmission to support interactive communications
- Seamless integration with existing and proposed ICT infrastructure.
- Security mechanisms that ensure the privacy of all customers' information.
- Uniform Solutions which guarantees cost savings (Network scalability).

The complete end-to-end solution includes the use of satellite link from remote locations to the Network Operation Center (NOC) in Lagos and backhaul to client corporate Head office.

#### **1.4.4. Professional Consulting Services (PCS):**

- Designing various Private VPN topologies.
- VSAT Auditing, Capacity Planning and Project Management e.g. VSAT Network Migration and
- Seamless integration with existing and proposed ICT infrastructure.
- Upgrading an existing VSAT network to meet contemporary traffic requirement.
- Professional Installation of various VSAT antennas.

#### **1.4.5. Disaster Recovery Support and Services**

We are open to act as a support (backup) to other providers in delivering a consistent and continuous Communications service to their various customers in case of disasters, e.g. force majeure. With our pro-activeness and fast response, e.Stream Networks is ready to use its well-trained personnel and infrastructure in delivering high speed access and seamless communication solution to customers on to other providers network at very reasonable price regardless of the location.

#### **1.4.6. Transaction Services (Point of Sales, ATM)**

Typical transaction per site requires: - lower bandwidth, reliable and efficient network, and lower Equipment cost. Providing a solution to support this requirement while optimizing the bandwidth Utilization has been a major problem for most enterprises.

e.Stream Networks provides the customer with a solution that can be adapted to their requirement and traffic priorities with a guaranteed availability rate of 99.5%. Clients enjoy a

much more effective utilization of their bandwidth as they do not pay for additional unrequired bandwidth.

## 2.0 How to contact us

You may kindly contact us for enquires and assistance on our business via the following medium;

General enquiries:

Telephone: +234-1-2122798, +234-1-2910276

Website : [www.estreamnetworks.net](http://www.estreamnetworks.net)

Our Cooperate office address is:

eStream Networks Limited

22c, Iigali, Ayorinde,

Victoria Island

Lagos State,

Nigeria.

## 3.0 Responsiveness and Customer Complaints Management

### 3.1 Support

e.Stream Networks Limited has a unique way of handling customer Complaints, guided by our Core Values through efficient service support in the following ways;

- We focus more on Service Preventive actions than corrective actions as we target zero downtime.
- We ensure "Excellent Service delivery", focusing understanding customer requirements so as to deliver quality service at every stage in service deployment.
- Response to Customer Complaints on 24/7\*365 days and provide prompt feedback on service restoration/plans.
- We ensure confidentiality of customer information and data security in compliance with section 146 of the Nigerian C communications Act, 2003.
- We respond actively to diverse changes in the market / technology demands.

3.1.1 To further ensure that we are totally connected and available to solve our Subscribers complaints we shall ensure that our consumer complaint recording tools are in good working conditions at all times and the complaints tracking data shall be periodically categorized and analyzed by our technical staff from time to time to allow for the identification of recurring problems. We shall inform the Consumer at all times we are

receiving their calls that the calls is being recorded and should the consumer request, the complaints tracking system used by Estream shall be described.

- 3.1.2 Such information collected and recorded as part of our complaint handling process shall be retained in our archives for at least twelve (12) months following the resolution of such complaint.

### **3.2 Contract Term and Termination**

- 3.2.1 e.Stream Networks Limited ensures there exists a duly signed contract / service offerings agreement with her customer and we are willing to show evidence of duly signed printed hard copy of such agreement written in clear terms. In the contract agreements, the terms and conditions applied to each service offerings are well communicated and agreed by both parties, such terms and conditions, includes , service cost, Termination or suspension. A copy will be supplied to the Customer or shall be made available on request by the Customer.
- 3.2.2 The commencement date of the service will be after the complete deploying of the service.
- 3.2.3 Either party shall have the right to terminate this agreement upon thirty (30) days prior written notice if the other party is in breach of any material obligation under this agreement or the applicable License Agreement accompanying the services and the breaching party fails to remedy such breach within such notice period.
- 3.2.4 Either party shall have the right to terminate this agreement if the service remains suspended for a period of 14 days or more by either party giving 30 days notice to the other.
- 3.2.5 Either party shall have the right to terminate this agreement If a party is unable to pay its debts or makes any arrangement or composition with its creditors or Subscribers or petition for winding up is presented to any court or a receiver of the undertaking property or assets or any part thereof is appointed.
- 3.2.6 Either party shall have the right to terminate this agreement via a notice in writing having effect within 30 days from the date of their notice, if SUBSCRIBER shall be in default in the payment of any charges /tariffs/fees and /or amount due and payable hereunder.
- 3.2.7 When terminated by e.Stream Networks due to a material breach by the customer the service fee paid by the customer or any part thereof will not be refunded to the customer.

- 3.2.8 When terminated by the customer due to a material breach by e.Stream Networks, the service fee for the ongoing service period will be refunded by e.Stream Networks.
- 3.2.9 e.Stream Networks may amend the terms of these general conditions and any exhibit without prior notice to the customer. The customer shall be entitled to terminate the agreement by giving a written notice to e.Stream Networks to that effect prior to the effective date of such amendment; otherwise such amendments shall become effective and shall apply as of the effective date specified in the e.Stream Networks notice, not however earlier than from the beginning of the subsequent service period.
- 3.2.10 The different alternatives for service hours and response times shall be given in the applicable service description(s). In the case not otherwise agreed in the agreement document, the service hours will be the office hours.
- 3.2.11 E.stream shall terminate the contract through a notice in writing having effect forthwith, if SUBSCRIBER and e.Stream shall be in persistent material breach of this agreement (Other than default in the payment of any charges/tariffs/fees/ and/or amount outstanding due and payable hereunder) and shall have failed to remedy such breach within 14 days after receipt of a notice specifying the breach and requiring their remedy.
- 3.2.12 Termination of the service contract shall not operate as a waiver of any breach of any of the provisions and shall be without prejudice to any rights liabilities or obligations of any of the parties which may arise at law as a consequence of such breach or which may have accrued up to the date of such termination or expiry.
- 3.2.13 If the Service Agreement is terminated for any reason whatsoever, e.Stream shall have the right to remove any equipment(s) it might have installed at any of SUBSCRIBER Service locations within 7 days of such termination.
- 3.2.15 As stated in our advertising and marketing procedures, the ability to deliver quality service and create such conditions of service will be pre-checked by our trained personnel prior to the installation of the CPE via a Site Survey Check List and will be communicated to the SUBSCRIBER after which both parties have acknowledged. Anything that may substantially affect the performance of the service discovered during such Site Survey Check will be made clear to the consumers prior to the execution of the Service Contracts. Also any limitation in the offer which restricts the services to be delivered to a particular group of people, geographical area within the country, a particular period of time or through limited availability of equipment shall be made clear in both advertising materials and during marketing procedures to the consumer.
- 3.2.16 We undertake not to misrepresent to our client our ability to provide services which we do not have the capacity to provide. Any limitation to the service we can deliver to the

consumer will be stated both in advertising materials and in marketing interactions had with such prospective consumer prior to executing Service Contracts with such Clients. All pricing information including minimum total charges for packages of the services we provide shall be stated in advertising materials and in marketing interactions had with such prospective consumer.

### 3.3 The Service

- 3.3.1 E.STREAM NETWORKS shall provide INTERNET SERVICE to the SUBSCRIBER at the service locations and shall use all reasonable means to provide, maintain and ensure that the service is available during the service availability hours.
- 3.3.2 In making the INTERNET SERVICE available to the SUBSCRIBER, E.STREAM NETWORKS shall guarantee that a Committed Information Rate (CIR) as contained in the formal award from the subscriber, for Data transmissions of its service locations is provided throughout the duration of the service Agreement.
- 3.3.3. In consideration of the charges payable by the SUBSCRIBER specified E.STREAM NETWORKS hereby covenants to provide INTERNET SERVICE via VSAT on E.STREAM NETWORKS transponder (space segment) & it's associated NOC.

### 3.5 Fault Repair and Service Interruption/How to contact e.Stream Networks

E.STREAM NETWORKS will provide 24-hour per day; 7 days per week service operation including remote faulting through its Network Operating Center whose responsibilities includes Network monitoring, configuration, preventive maintenance and troubleshooting.

- i. The subscriber shall be issued with a copy of the Service Agreement which shall confirm the right of the subscriber to lodge complaints where the services are not working as represented by e.Stream Networks Limited. Such complaints shall be made through the following specialized medium provided by e.Stream:

General enquiry about the product and services:

Contact [Enterprise Sales <enterprisesales@estreamnetworks.net>](mailto:enterprisesales@estreamnetworks.net)

or via the phone: +234-1-2122798, +234-1-2910276

(Take note that all calls are monitored and recorded by Estream and processed thereafter in line with identified practices and procedures).

For Complaints and service support:

Contact [servicedesk@estreamnetworks.net](mailto:servicedesk@estreamnetworks.net) or via the website

Or via phone: +2347098821180, +2347098821181



(Take note that all calls are monitored and recorded by Estream and processed thereafter in line with identified practices and procedures).

- ii. EStream Networks and our agents will comply with the relevant fault repair standards set out in the Nigerian Communication Commission's Quality of Service Regulations.
- iii. EStream Networks will also endeavor to give advance warnings of anticipated service disruptions or planned outages, including details of the disruption or outages, the services and service areas affected and any applicable compensations or other remedies.
- iv. In the event of force majeure such as floods or storms eStream Networks shall endeavor to rectify the fault within such period of time as may be reasonable in the circumstances.
- v. You may also contact us at ;

eStream Networks Limited  
22c, Ligali Ayorinde  
Victoria Island  
Lagos, Nigeria.  
[www.estreamnetworks.net](http://www.estreamnetworks.net)

### **3.6 Handling of Customer Complaints**

- 3.6.1 Once a customer complaint is received by the Customer Support agents, it shall be acknowledged through a phone call. Subsequently to this, such a complaint will be routed to the Service Desk Engineers & Technical Specialist for prompt complaint resolution in line with the Commission's Quality of Service Regulations. Where such complaint is in writing, the company while responding by immediately calling the subscriber will also write to formally inform the subscribers of the receipt of their complaint and the steps being taken to rectify the issues raised if they are issues within the purview of e.Stream Networks Limited and the time within which issues raised in the complaint will be rectified. Subscribers who also communicate through phone calls and through emails will also be given information on the issues raised in the complaint, the assessment of the technicians, their decision and the time line for the rectification of the issues.
- 3.6.2 The escalated complaints are followed up by our Customer Support agent, while updating the Customer on Compliant progress level till resolution life cycle.
- 3.6.3 The subscribers may also follow up on the progress of the rectification efforts through the phone numbers and email services provided above.

- 3.6.4 In the circumstances that the Subscriber is not satisfied with the conclusion reached by the Service Engineers and the Technical Specialists, the complaint and the decision not agreed with shall be examined by the line Manager who is the more senior technician in e.Stream Networks Limited.

If the Customer is not satisfied with the way the problem/complaint is handled such a complaint may be escalated in writing to:

The Head, Service Management  
eStream Networks Limited  
22c, Ligali Ayorinde  
Victoria Island  
Lagos, Nigeria.

- 3.6.6 During this period of service rectification, e.stream Networks Limited shall not impose any disconnection or credit management action regarding any service to which a complaint or billing dispute relates while the complaint or the dispute is being investigated.

### 3.7 Handling complaints of people with special needs

Through the carefully provided complaint handling mechanism made available to subscribers, Estream Network Limited has created different avenues for clients/subscribers with special needs (either personally or through their personal representatives) to access our complaint handling processes. This could either be through phone calls, through our website or through emails specifically set up for handling customer complaints. See **Repair and Service Interruption/How to contact eStream Networks clause above for our contact information.**

We can also provide reasonable extra assistance where the Subscriber specifically request assistance in lodging complaints

### 3.8 Categorization of Complaint & Escalation Procedure:

Severity	Incident Description	Resolution Period	Priority
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Level1	Total link(s) outage / degradation of service with no circumvention or workaround in place.	Service Desk Engineers will respond to service impacting incidents within 10 minutes, & Technical Specialist restores service in about 2hours maximum, except if the challenge is a Force Majeure which shall be communicated to Customer.	Critical
Level2	High Impact link(s) degradation. <i>Example:</i> Capacity challenge, remote challenges, device challenges.	Service Desk Engineers will respond to service impacting incidents within 10 minutes, and Technical Specialist restores service in about 2hours.	High
Level3	Low impact degradation of critical links or high impact degradation of a non-critical link(s). Examples High latency, WAN communication device disconnections at the remote, Bandwidth overutilization, Duplex setting mismatch, power/local challenge at the remote.	Service Engineers will respond to incident that affects individual users within 10 minutes, attempt to resolve the problem within 20 minutes, and update status will be given to affected user every 20 minutes till incident resolution.	Urgent
Minor issues & inquires	No effect on service. An inquiry is defined as a request for information that has no impact on the existing service quality if not answered or acted upon.	Service Support team will respond to non-service impacting issues and inquiries with best effort as time allows, with no guarantee of response time.	Medium/Low

### 3.9 Complaint Handling Charges

Complaint handling processes shall be provided free of charge. However a charge may be imposed for handling complaints which require the retrieval of records more than twelve (12) month old and where such retrieval results in an incremental expense of significant inconvenience to Estream Network Company. Note however that such charges shall be identified and agreed to by the Consumer before being incurred.

### 3.10 Changes to Complaint Handling Processes

In the event that there is an upgrade on our complaint handling processes and procedures, this information shall be communicated to our clients through the usual

routes which we use to communicate with them. Such an upgrade or change will also be communicated to the Nigerian Communication Commission.

### **3.11 Provisioning of Service**

In the event that e.Stream Networks encounters technical problems that interfere with provisioning of our services, the time for provisioning will be subject to any time or process of rectification permitted by Nigerian Communications Commission.

3.11.1 e.Stream Networks shall not be responsible for any readiness or availability of Infrastructure or equipment that is beyond our reasonable control.

3.11.2 e.Stream Networks shall not be responsible for delays or refusal of service request caused by customer being identified as not credit worthy.

#### **3.11.3 Customer Complaints**

We are committed to providing world class telecommunications services. If you are unhappy with any aspect of our service or the way we do business with you, then we would like to know. We can then make changes and improve our service.

## **4.0. Provision of Our Main Services and Fault Reporting**

### **Code Compliance**

#### **4.0.1. Quality of Service**

4.0.1.1. Considering all factors being available, eStream Networks shall guarantee 98% uptime for all its data access services. eStream Networks, however, may not always be able to guarantee service access speeds. These can be affected by wide range of factors outside of our control. Web access/applications and download speeds will be affected by other users on a global scale.

4.0.1.2 If a fault occurs in our system, we will inform our customers by the feasible means and in the least time possible. Our target for fixing faults is no more than 24 hours and usually we will be able to resolve all faults within the period. Where customer connections are provided over circuit not owned or managed by eStream Networks, service disruptions and fault fixes may take longer than 24hours.

4.0.1.3 We may have to suspend service without service prior notice; however this would be only for circumstances beyond our control such as emergency maintenance, an act of government or an act of God. While eStream networks will always try to ensure that any suspension causes minimum inconvenience, we are unable to accept any responsibility for financial or consequential loss that you may suffer as a result.

#### 4.0.2 **Quality Assurance**

eStream Networks shall maintain the quality of service through continual service reviews of all Service objectives and performance activities, outcomes and the cost-effectiveness of every activity.

#### 4.0.3 **Accessing or Transmitting Unlawful Material**

eStream Networks Limited recognizes that our customers will want to be able to access as wide a range of internet services resources as possible and does not wish to restrict that access. However, we do not knowingly permit the transmission of, or access to, material that the Nigerian Law Enforcement Authorities regards are unlawful. eStream Networks advises that a very large quantity of data passes through its network each day and that it is impossible to monitor all traffic passing through the system.

4.0.4 eStream Networks understands that the original content provider is responsible for content published on the internet for ensuring that the content is lawful. We do not, and cannot, limit access to material unless advised by appropriate law enforcement agencies that material is unlawful.

4.0.5 eStream Networks operates its own subscription agreement and will take action to limit your access if your actions are in contravention of the agreement. If you feel that any site is in contravention of any laws of the Federal Republic of Nigeria, you should contact the Nigerian Communication commission (NCC) and give information about the location of the site.

#### 4.0.6 **Compliments**

We always like to know when our staffs has given you exceptional service and you can pass your comments directly to the eStream Networks department concerned. Alternatively you may be pleased to receive written compliments. Please address your letter to;

eStream networks Limited  
22c, Iigali Ayorinde  
Victoria Island  
Lagos-Nigeria  
e-mail; [info@estreamnetworks.net](mailto:info@estreamnetworks.net)

#### 4.0.7 **Repair Service**

Lightning/Thunderstorm can damage communication equipment, so we strongly recommend that you unplug any routers, modem, satellite receiver etc from any

electricity supply, if the storm is likely. Lightning damage to any equipment will be charged at our normal repair charge prices. Customer should ensure their equipment's, both purchased and rented against loss or damage; particularly CPEs, where the replacement cost may be much higher than the original purchase price.

#### 4.0.8 **Getting Service Installed**

We offer a range of services for internet access, a variety of packages and broadband internet in Lagos metropolis. Our sales teams can confirm the serviceability of your address of our services. We aim to deliver service to date agreed with you. We need appropriate access to your property to install the relevant equipment.

#### 4.0.9 **Service Preventive Maintenance**

e.Stream Networks carries out preventative over its network and services. Our aim is to minimize inconvenience and correct potential faults through remote diagnostic tools used at our fault management center from and /or with other technical support centers.

4.0.9.1 We have a number of customer-education and self-help options for our services, and we recommend all customer use these facilities before reporting a fault to the operations manager. We will do everything we can to resolve complaints, disagreements or disputes as quickly and efficiently as possible. Our technical support team will investigate your complaints and discuss a course of action with you to resolve the matter quickly and to your satisfaction.

4.0.9.2 If we have to visit your premises, we can offer appointments between 8:00am and 5:00pm. Monday to Friday. We aim to rectify faults within 5 working hours. Sometimes, factors outside our control can extend the time taken to make repairs. If we are unable to repair your telephone service within our target time, we will contact you.

4.0.9.3 From time to time, you may encounter problems with the service. This may be as a result of problems with our equipment, network or CPE. eStream Networks shall inform affected customers via email or any suitable medium of planned network maintenance either for preventive or corrective solutions.

4.0.9.4 If you experience a problem with the service you can contact our technical support department. They will establish with you the cause of the problem and assist towards repairing it. They will repair the problem if it is with our equipment. They will advise you how to repair the equipment

or software if it is on your premises or will suggest who you need to contact.

- 4.0.9.4 We agree with Customers to look after the CPE. If care is not taken on the CPE and the equipment is damaged, Customer may have to pay for it to be repaired or replaced.

## **5.0 Our Billing Code of Practice**

### **5.1 Pricing for service provisioning to customer.**

- 5.1.1 In the process of lead generation and upon accurate customer requirements understanding, we present a description of our service pricing/cost available to our customers.
- 5.1.2 In the event of customer request for change either for capacity upgrade, service changes and options of Migration, the request for change terms and conditions are usually communicated professionally.

### **5.2 Pricing Information for Contracting Service**

- 5.2.1 The Subscribers will be given full information about rates, charges including all calculations.
- 5.2.2 The frequency in invoicing will depend on the type of service to be deployed.
- 5.2.3 The prices of individual service may be changed from time to time at the discretion of eStream Networks , but the circumstances that will inform the change will be communicated to the subscriber through email and/or hand delivery.
- 5.2.4 Notwithstanding any other provision hereof, eStream Networks may, after giving 21 days written notification to SUBSCRIBER vary at any time the charges or tariffs payable by SUBSCRIBER for the service provided hereunder after the expiry date of the initial term (12 months) created by this agreement i.e provided that such reviewed or revised tariffs shall only become effective upon being agreed to by both parties.
- 5.2.5 All charges/billings shall be processed and issued within 30 days of the closure of each billing period. Such bills/charges shall become payable in NAIRA under this Agreement within 30 days from the date of issuance of the bill by eStream Networks. eStream Networks may at its discretion and notwithstanding any other provision hereunder terminate this Agreement if any charges payable under this Agreement remain unpaid after 45 days from the date of issue of the bill.

- 5.2.6 e.Stream Networks shall be entitled to withdraw the service from the SUBSCRIBER for non-payment or terminate after due notice.
- 5.2.7 In an event of a dispute of bills (either, entire or part) from SUBSCRIBER for any period, it shall communicate it by notifying E.STREAM NETWORKS within 30days from the date of issue of the bill. In the event of any such dispute, the parties hereof shall meet and resolve the same.
- 5.2.8 The Subscriber shall be informed that while any dispute or complaint is being investigated all obligations to pay pending outstanding amounts other than the amount in dispute remains existent.
- 5.2.9 All charges payable on services rendered to consumers shall be itemized on the bill issued to such consumer and should the consumer require more information on the billing; such itemized charges shall be available for 12 months maximum or for such period as is required by law. No extra charge will be made for on subscribers for bills of billing related information except where such request is made outside of the period required for it to be available. Where such request is outside such period, the consumer shall be informed of such charge and shall obtain the consent of the consumer to any such charge before it is imposed.

### **5.3 Billings**

- 5.3.1 Our bills issued to our subscribers shall include the following:
- i. The Consumer's billing name and address;
  - ii. Our name, address , registered number and invoice numbers;
  - iii. The billing period and description of the charges (and credits) for which the Subscriber is billed;
  - iv. The total amount billed, applicable credits, payments or discounts and the net amount payable by the consumer or in credits against the subscribers account;
  - v. The date the bill is issued;
  - vi. The bill (or refund) payment;
  - vii. Methods of contact for complaints and billing inquiries; and



- viii. Any call charges for complaints and billing inquiry calls if applicable.
- 5.3.2 e.stream shall acknowledge on each bill/invoice the amount paid by the Consumer in the previous month/or year for the services rendered.
- 5.3.3 e.stream shall provide the subscribers with advance notification of any proposed changes in billing periods, such advanced notification will be at least equal to two(2) of its otherwise applicable billings periods (i.e. at least 2 months in advance where the billing period being changed is monthly).
- 5.3.4 Where e.stream has not being paid all or part of a bill for services provided, all measures subsequently taken will be proportionate and not unduly discriminate. Adequate advance notice issued in writing shall be issued prior to any service interruption or disconnection. Such disconnection or interruption of service being as fair, proportionate and technically feasible as possible.

## **6.0 Terms and Conditions of Service**

### **6.1 Product Warranty**

- 6.1.1 eStream Networks Limited warrants only to the original purchaser of its product from a eStream Networks -authorized reseller or distribution that its product will be free from defects in materials and workmanship under normal use and service for six months after the date of purchase. If a defect occurs during the warranty period, you may return the CPE to the head office of eStream or to the nearest point-of-sale. eStream Networks shall determine in its sole discretion whether to repair or replace any defective CPE covered by this warranty.
- 6.1.2 In the event that eStream determines that the returned CPE is not covered by this warranty, shall immediately notify you and request instructions regarding disposition. Your sole and exclusive remedy for any defect in the CPE covered by this warranty is limited to the correction of the defect by repair or replacement. The foregoing warranty shall not apply to defects resulting from improper or inadequate maintenance by you or authorized modifications, or misuse or operation outside of the environmental specifications of the CPE including exposure to the elements. This warranty shall also not apply if the CPE or any component comprising the CPE has been subjected to mishandling, misuse, neglect, improper testing, repair, alteration, damage or processing that is physical, electronic or electrical properties.
- 6.1.3 In order to recover under this limited warranty, purchaser must claim to eStream Communications within 30 days of occurrence. eStream Networks, at its option, shall repair or replace the defective unit covered by this warranty. Please retain the dated sales receipt as evidence of the original purchaser's date of purchase. You will need it for any warranty service. In order to keep this limited warranty in effect, the product must

have been handled and used as prescribed in the instructions accompanying this warranty. This limited warranty does not cover any damage due to accident, misuse, abuse or negligence. This limited warranty is valid only if the product is used with the equipment specified on the product box.

- 6.1.4 Please check product box for detail or call eStream Networks technical support. This limited warranty is non-transferable and does not apply to any purchaser who bought the product from a seller or distributor authorized by eStream Networks Limited. This warranty does not affect any legal right you may have by operation of law. Contact eStream Networks at [www.estreamnetworks.com](http://www.estreamnetworks.com). Or at one of the listed numbers above for warranty service procedure.

## **6.2 Product Maintenance**

- 6.2.1** e.Stream shall supply, deliver, install, test, commission, maintain and control the SUBSCRIBER's INTERNET SERVICE as well as the CPE at its service location or any third party's premises.
- 6.2.2** Maintenance Service provided at the request of the SUBSCRIBER outside the Maintenance Hours or on the SUBSCRIBER's owned equipment shall attract an additional service charge at e.Stream rate.
- 6.2.3** e.Stream may at its own discretion and with written authorization from SUBSCRIBER examine and test the CPE to ascertain its eligibility for Maintenance Service prior to the provision of Maintenance Service.
- 6.2.4** At the completion of every Maintenance Service, e.Stream personnel shall duly fill the Maintenance Service form indicating the nature of fault reported or detected resolution step work done and hours spent which will then be signed by both parties' representatives.
- 6.2.5** Subject to the provision of a reliable satellite communication link to the SUBSCRIBER, e.Stream shall advise the SUBSCRIBER on the right equipment required for interface connection at their own end.
- 6.2.6** Subject to further provision herein after specified, e.Stream shall use its best efforts in ensuring that the level of network availability specified in the Service Agreement is attained at all times throughout the duration of the Service Contract.

### **Disclaimer**

EXCEPT FOR THE LIMITED WARRANTY PROVIDED HEREIN, TO THE EXTENT PERMITTED BY LAW, ESTREAM NETWORKS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A

PARTICULAR PURPOSE. TO THE EXTENT THAT ANY IMPLIED WARRANTIES MAY NONETHELESS EXIST BY OPERATION OF LAW, ANY SUCH WARRANTIES ARE LIMITED TO THE DURATION OF THIS WARRANTY.

### **Limitation of Liability**

REPAIR OR REPLACEMENT OF THIS PRODUCT, AS PROVIDED HEREIN, IS YOUR EXCLUSIVE REMEDY. ESTREAM NETWORKS SHALL NOT BE LIABLE FOR ANY SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST REVENUES, LOST PROFITS, LOSS OF USE OF SOFTWARE, LOSS OF RECOVERY OF DATA, RENTAL OF REPLACEMENT, DOWNTIME, DAMAGE TO PROPERTY AND THIRD-PARTY CLAIMS, ARISING OUT OF ANY THEORY OF RECOVERY, INCLUDING WARRANTY, CONTRACT, STATUTORY OR TORT. NOTWITHSTANDING THE TERM OF ANY LIMITED WARRANTY OR ANY WARRANTY IMPLIED BY LAW OR IN THE EVENT THAT ANY LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE IN NO EVENT WILL ESTREAM NETWORKS ENTIRE LIABILITY EXCEED THE PURCHASE PRICE OF THIS PRODUCT.

### **6.2.7 Technical Support Helpline**

eStream Networks provides a technical support helpline facility which can be accessed 24 hours seven days a week. All customer fault complaints are dealt with on telephone except if the customer comes in person to the eStream office. Calls are charged at regular call rates by your telephone provider.

## **7.0 Our Responsibilities**

### **7.1 Credit Policy**

- \* We expect our customer to:
- \* Pay their bills promptly
- \* Inform to be any significant change in their circumstances – for example if you are going to be away for an extended period which may affect bill payment.
- \* Be straight forward with us when providing personal information.

### **7.1 Compensation- Refund policy**

eStream Networks is keen to ensure our customers receive a fair deal. We provide compensation on an individual customer case basis, where customer have been disadvantaged by eStream Networks actions, providing that customers have been using the services in accordance with our published terms and conditions

### **7.2 Confidentiality of Customer Information**

We will treat any information we have about you in confidence and will not disclose it to anyone expect yourself or in accordance in which we may be required by law to disclose information. Such requests normally come from statutory Authorities. For example, police forces, customs and excise etc, any such disclosure will be strictly controlled and will be made fully in accordance with current Nigerian legislation.

### **7.3 Communication with Customers**

We believe in effective communication with our customers can contact us by phone on the numbers specified above (How to contact eStream Networks) or at any time by e-mail.

We will also “promote” our services, including special offers through a variety of media but only where you have agreed to such contact. In doing this we will abide by the industry-accepted standards.

### **7.4 Social Responsibility**

7.4.1 Estream Networks has a well-defined two internal communications approach that includes regular group wide e-mail and printed announcements on company performance, special events and business achievements.

7.4.2 We are committed to equal opportunities and to enhancing the diversity of our workforce, bases on performance and capability through our policies, we aim to ensure that we do not discriminate between employees or potential employees on basis of sex, sexual orientation, disability, race, religion, age, marital status, physical appearance or ethnic origin. If individuals become disabled during employment and they are unable to continue to perform their jobs, consideration is given to restraining for alternative jobs.

7.4.3 We invest in the development and training of all our people, encouraging them to focus their learning around business needs and to pursue appropriate development opportunities.

### **7.5 Environmental Policy**

eStream Networks Limited takes its responsibility to the environment seriously and recognizes the importance of developing and maintaining good environmental standards. The company is committed to the process of improvement in its environmental performance, seeking not only to comply with legal or mandatory requirement but also proactively to develop initiatives designed to reduce the impact of its business on the environment.