



## **Consumer Code of Practice**

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## 1.0 Introduction

This Code of Practice:

- describes the main services we provide to our customers
- explains how to contact us about these services
- describes what to do if you have a complaint and how we will resolve it

## 2.0 About Layer3

**Layer3** is an Internet Service Provider and dynamic provider of enterprise-wide, information technology and telecommunication solutions. We deliver value through the application of consultancy and technology.

**We are a professional services organization, systems integrator and licensed Internet Service Provider. We specialize in the design, implementation and support of complex voice, video and data networks. We provide expertise in designing network solutions - maintaining flexibility for expansion and growth to new technologies.**

Our solutions minimize risks, maximize flexibility and optimize the use of capital with results that exceed our customers' expectations.

Layer3 is made up of a management team and staff with extensive experience in the telecommunications and IT industry. Their collective experience spans over twenty years with expertise in the design and deployment of IP voice and data networks and solutions, LAN, MAN and WAN over different media such as fixed wireless, Ethernet, fiber and VSAT.

We have formed strategic alliances with leading industry players and with highly trained and dedicated professionals; we are well positioned to provide services to both local and international clients.

We pride ourselves as being one of the first companies in Nigeria to truly take advantage of emerging broadband communications technology to better serve our customers as they strive to "move into the future" of IP services.

### **Our Mission**

Our mission is to exceed our customers' expectations by providing unmatched telecom and IT solutions backed by trustworthy, dependable and excellent customer care.

### **3.0 How to Contact Layer3**

Please feel welcome to contact us if you need advice, information, or assistance with any matter.

#### **General Enquiries**

Telephone: 09 782 2522

Website: [www.layer3.cc](http://www.layer3.cc)

Email: [info@layer3.cc](mailto:info@layer3.cc)

#### **General Sales Enquiries**

Telephone: 09 782 2522

Email: [sales@layer3.cc](mailto:sales@layer3.cc)

#### **Accounts Enquiries**

Telephone: 09 782 2522

Email: [accounts@layer3.cc](mailto:accounts@layer3.cc)

#### **Business Accounts Enquiries**

Telephone: 09 782 2522

Email: [billing@layer3.cc](mailto:billing@layer3.cc)

#### **Customer Support**

Telephone: 09 782 2522

Email: [support@layer3.cc](mailto:support@layer3.cc)

#### **Customer Relations**

Customer Services Manager

Telephone: 09 782 2522

Email: [customercare@layer3.cc](mailto:customercare@layer3.cc)

#### **Our Office**

**Abuja:** 5<sup>th</sup> Floor, IGI House, 3 Gwani Street, Off IBB Way, Zone 4, Wuse, Abuja

**Lagos:** 3<sup>rd</sup> Floor, 45, Saka Tinubu Street, Victoria Island, Lagos

## 4.0 Range of Services

Whichever industry you work in, whatever company you work for, Layer3 starts by asking you one simple question “how can we help you make your business more successful? “ With world leading partners such as Juniper Networks, Cisco Systems, Microsoft, VMware and Zain, Layer3 brings you high performing and secure solutions that are easy to implement and use.

Our solutions include:

1. **Broadband Internet**
2. **Network Security**
3. **Metro VPN**
4. **Longhaul FIBERConnect**
5. **Virtualization**
6. **Managed Services**
7. **Professional Services**

## **5.0 Our Obligations**

We have a number of obligations laid down as stipulated by the Nigerian Communications Commission. These cover a number of areas and are aimed at providing our customers with both choice and consumer protection. We take these responsibilities very seriously, while aiming to deliver excellent service and a range of products and services to meet our customers' expectations.

The formal details of the general terms and conditions of our contractual relationship with you can be found in your Customer Service Agreement and are also available on our website.

### **5.1 Getting Services Installed**

Initial installation for the provision of service shall be made by us. During the term of the service contract, we shall have the right to change any of the installed equipment which we are using in providing the service to you, provided that we use reasonable efforts to minimize any inconvenience to you. We will use reasonable efforts to give you not less than seven (7) days written notice of any such change. At the effective date of such change, you must fore-go the previously-occupied equipment.

### **5.2 Replacement of Equipment**

We reserve the right to replace the provided equipment with replacement equipment upon no less than seven (7) days notice to you. In such circumstances, the replacement equipment shall be deemed to be the equipment for all purposes as spelt out in the provided service level agreement for the remainder of the term of the contract. All equipment supplied to you are under warranty and faulty equipment will be replaced by us at no cost, unless the terms of warranty of the equipment is seen to have been breached. In that case you will be surcharged for the replacement.

### **5.3 Billing and Payment**

#### **5.31 Service Charge:**

For each calendar month of the term of the service contract, you shall be liable for payment of the service Charge. We shall invoice you for the service charge on a quarterly, bi-annual or annual basis and you shall make payment on or before the 30<sup>th</sup> day of the month preceding the commencement of the next billing period. If the service commencement date occurs on a day other than the first day of a calendar month, or the term ends on a day other than the last day of a calendar month, then the service charge for

such part calendar month shall be prorated for each day of actual use of the service by you, with each month assumed to have thirty (30) days.

Billing shall commence (3) days after commissioning of service by us and upon notification of such commissioning via email or in writing by our representative. It is expected that you will carry out the required integration within this grace period. “Commissioning of service” refers to an end-to-end test from your location location to our NOC performed by our Engineer. This is regardless of whether the service has been integrated or put to use by you.

### **5.32 Currency of Payment:**

Unless otherwise agreed in writing, all payments by you shall be made in Nigerian Naira without offset, unless explicitly authorised by us in the granting of an outage credit, deduction or withholding.

### **5.33 Method of Payment:**

Unless otherwise agreed in writing, payments shall be made by cheques, bank drafts or by bank wire transfer to such bank account as we may specify in writing to you. Payments shall be deemed to be made only upon receipt by us of cleared funds.

### **5.34 Late Payment:**

You shall receive one (1) month and one (1) week notices for quarterly and monthly payments respectively while a final reminder will be sent three (3) days before the expiration of billing cycle. If payments have not been received three (3) days and seven (7) days for clients who pay monthly and quarterly respectively into the new billing cycle, a disconnection notice shall be sent same day with a seven (7) day period in which we expect payment to be made or else you will be disconnected from the network. In the event that service is disconnected, a reconnection fee will be charged and reconnection of service may take up to 72 hours.

### **5.35 Taxes:**

Taxes are not included in the Service Charge. You are solely responsible for any and all taxes. Should we be required to pay any taxes on your account, you shall promptly reimburse us for such upon receipt of proof of payment.

In the event you make any payment to us without indicating the particular invoice, item or debt to which that payment relates, we shall be entitled to allocate that payment as it seems fit where practical and in the absence of a contrary indication from you, we will allocate payments in the following order:

- a. Interest will be settled before Deposits or Service Charges;
- b. Deposits will be settled before Service Charges;
- c. Service Charges will be settled in date order (older invoices will be settled before more recent invoices).

## 5.4 Fault Reporting:

### 5.41 Fault Reporting

All faults related to our services should be reported immediately to our Helpdesk by opening a trouble ticket at the relevant severity level. Upon evaluation of the report, or throughout the course of responding to the report, we may re-classify the severity based upon this evaluation. All fault reports should be made directly to our Helpdesk through the following methods only.

**NOTE: WE WILL MAKE OUR BEST EFFORT BUT CANNOT ASSURE PROMPT RESPONSE TIME FOR FAULTS REPORTED BY OTHER MEANS OTHER THAN THESE STATED.**

Fault Reporting	
Phone	09 782 2522, 09 8706059 (24Hours)
Email	support@layer3.cc
Online Helpdesk	http://csportal.layer3.cc

#### *Figure 1 – Fault Reporting Procedure*

When notifying a problem to our Helpdesk, you are requested to provide the following information to ensure efficient and proper handling of the report:

- Trouble Ticket number (if assigned)
- Customer ID or Account ID, if relevant
- Name, Company Name, Contact telephone number(s)
- Date & Time of the incident being reported
- Full description of the problem, including all relevant information available (e.g. router logs)

**NOTE: ANY INCIDENT REPORTED BY ANY MEANS OTHER THAN THOSE LISTED WILL NOT BE ATTENDED TO.**

#### **5.42 Reports**

We shall prepare and provide the reports detailed below.

- Weekly report of Service Availability for each Service Location.
- Weekly report of all Service Failures and associated Service Tickets.
- Weekly report on connectivity quality i.e. RTT
- Weekly report on Mean Time To Repair (MTTR)
- Monthly report of Bandwidth availability for each Service Location.
- Monthly report of Bandwidth utilisation for each Service Location.
- Monthly root cause analysis for resolved issues.

### **5.5 Privacy Policy**

This policy covers how we treat personal information that we collect and receive from you, including information related to your past use of our products and services. Personal information is information about you that is personally identifiable like your name, address, email address, or phone number etc.

- We collect personal information when you register with us, when you use our products or services, when you visit our pages or the pages of certain partners. We may combine information about you that we have with information we obtain from business partners or other companies.
- We shall have the right pass on the same to our business associates, franchisees without referring the same to you.
- When you register we ask for information such as your name, email address, birth date, gender, occupation, industry, and personal interests. Once you register with us and sign in to our services, you become our valued customer.
- We collect information about your transactions with us and with some of our business partners, including information about your use of products and services that we offer.
- We can use information for the following general purposes: to customize the advertising and content you see, fulfill your requests for products and services, improve our services,

contact you, conduct research, and provide anonymous reporting for internal and external clients.

- We may share personal information about you with other people under the following circumstances:
  - i. We provide the information to trusted partners who work on behalf of or with us under confidentiality agreements. These companies may use your personal information to help us communicate with you about offers from us and our marketing partners.
  - ii. We believe it is necessary to share information in order to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our terms of use, or as otherwise required by law.
  - iii. We transfer information about you if we are acquired by or merged with another company under a different management. In this event, we will notify you before information about you is transferred and becomes subject to a different privacy policy.
  - iv. We plan to display targeted advertisements based on personal information. Advertisers (including ad serving companies) may assume that people who interact with, view, or click on targeted ads meet the targeting criteria - for example, women ages 18-24 from a particular geographic area.
  - v. We will not provide any personal information to the advertiser when you interact with or view a targeted ad. However, by interacting with or viewing an ad you are consenting to the possibility that the advertiser will make the assumption that you meet the targeting criteria used to display the ad.
  - vi. We work with vendors, partners, advertisers, and service providers in many different industries and categories of business.
- We reserve the right to send you certain communications relating to our service, such as service announcements, administrative messages and our Newsletter, that are considered part of your account, without offering you the opportunity to opt-out of receiving them.
- **Changes to this Privacy Policy**

We may update this policy and display the same in their website without notice to you and such posting will be deemed to have been read by you.

## 5.6 Suspension and Restoration of Service

We may terminate our service in the event that:-

- a. you are in material breach of any obligation under this terms which, if capable of remedy, is not remedied within fourteen (14) days of written notice from us specifying such breach; or
- b. you are in material breach of any obligation under this terms which is not capable of remedy; or
- c. any court of competent jurisdiction shall make a winding up order in respect of your business; or
- d. you have voluntarily commenced bankruptcy or insolvency or other similar proceedings (other than for the purpose of solvent amalgamation or reconstruction) or have insolvency, bankruptcy or other similar proceedings brought against you without your consent and the proceedings are not dismissed or effectively stayed within sixty (60) days of such commencement; or
- e. you have receivership, administration or other similar proceedings brought against you without your consent and the proceedings are not dismissed or effectively stayed within sixty (60) days of such commencement and provided the receiver, administrator or manager consents to such termination.

In the event of such termination, we shall be entitled to reassign the service or use it as it deems fit without compensation to you, and to declare immediately due and payable the aggregate of the Service Charges for the remainder of the Term (discounted for present value at a rate of 5% per annum), and apply the Deposit against such sum. You acknowledge that this sum is not a penalty and is reasonable under all of the circumstances existing as of the date hereof.

## 6.0 Terms and Conditions of Service

This Consumer Code of Practice is a brief and accessible summary of the terms under which we provide services to our customers.

Our customer specific terms and our standard Service Level Agreement (SLA) set out the full terms under which we provide all services to our customers. They govern the contract between you and us for the provision of those products or services. Our customer specific terms set out the main contractual terms, while our standard SLA, where applicable, describes how and when we will pay compensation to you, as described in this Consumer Code of Practice.

If any discrepancy exists between this Consumer Code of Practice, our customer specific terms and/or our SLA, then our SLA, followed by our customer specific terms, will both take precedence over this Consumer Code.

You can request for our SLA from our customer care department at [customer care@layer3.cc](mailto:customer care@layer3.cc)