

GRP VIVENDI AFRICA GVA NIGERIA LIMITED
CODE OF PRACTICE ON THE CONFIDENTIALITY OF CUSTOMER INFORMATION

January 2026

GRP Vivendi Africa GVA Nigeria Limited (“**GVA**” or the “**Company**”) is a Company duly licensed by the Nigerian Communications Commission (“**NCC**”) to provide internet services.

This Code of Practice on the Confidentiality of Customer Information (the “**Code**”) has been prepared and adopted by GVA in compliance with its Internet Service Provision Licence issued by the NCC. The purpose of the Code is to ensure that all customer information obtained in the course of providing licensed telecommunications services is protected against unauthorised access, use, disclosure or loss, and that such information is handled strictly in accordance with Nigerian law and applicable regulatory requirements.

1.0 INTRODUCTION

1.1 This Code applies to all GVA employees, contractors, agents, technical personnel, customer service representatives, and any third party authorised to process customer information on behalf of GVA.

2.0 SCOPE OF THE CODE

2.1 This Code governs the collection, use, storage, processing, transmission and disclosure of all customer information obtained by GVA in connection with the provision of its telecommunications services, regardless of form or medium (including written, electronic, audio, visual, digital and metadata).

2.2 The Code applies to all staff of GVA, whether permanent, temporary, part-time or contractual, and to all third-party service providers who may have access to customer information in the course of providing services to GVA.

3.0 DEFINITIONS

3.1 For the purposes of this Code:

“**Authorised Personnel**” means employees or agents of GVA who, by virtue of their duties, have been granted access rights to customer information.

“**Consent**” means the express, informed, and voluntary agreement of the customer to the use or disclosure of his or her information.

“**Customer Information**” means any information relating to a customer of GVA, or to that customer’s use of GVA’s services, obtained in the course of the telecommunications business.

“Confidential Information” means customer information that is not publicly available and is protected under this Code.

“Processing” includes collection, storage, use, transmission, retrieval, archiving, or any operation performed on customer information.

“Third Party” means any person or entity other than GVA and the customer.

4.0 PROHIBITION ON UNAUTHORISED DISCLOSURE

4.1 GVA shall take all reasonable steps to ensure that its employees, agents and contractors do not disclose customer information to any person except as permitted under this Code or by applicable law.

4.2 Employees, agents and contractors of GVA shall not disclose customer information to:

- a. any colleague or member of staff who is not expressly authorised to receive such information
- b. friends, family members or other acquaintances
- c. other customers or prospective customers
- d. vendors, contractors or external service providers who have not been expressly authorised by GVA to receive such information
- e. media organisations or members of the general public
- f. competitors or any other third party not authorised to receive such information.

4.3 Customer information shall not be used for any personal purpose, nor for any business activity other than the lawful delivery, maintenance, billing, support or administration of GVA’s telecommunications services.

4.4 Customer information shall not be disclosed casually, inadvertently or through neglect, including by leaving computer screens unattended, misplacing documents, discussing customer matters in public areas, or sharing system credentials or access rights with unauthorised persons.

5.0 DISCLOSURES PERMITTED WITH CUSTOMER CONSENT

5.1 Customer information may only be disclosed where the customer has given their express consent, which shall be in written form or otherwise properly recorded in a durable and retrievable medium.

5.2 Any request for such consent shall clearly and unambiguously state the specific customer information proposed to be disclosed, the purpose for which the disclosure is sought, and the identity of the person or entity to whom the information will be disclosed, so that the customer may make an informed decision.

5.3 Where consent is obtained, GVA shall ensure that the fact of such consent, including the scope and purpose of the authorised disclosure, is duly documented and retained in its records for audit,

regulatory and compliance purposes, in accordance with applicable data protection laws and NCC requirements.

- 5.4 Customers shall at all times retain the right to withdraw any consent previously granted for the disclosure of their information, and upon receipt of such withdrawal, GVA shall promptly cease any further disclosure pursuant to that consent and update its records and relevant systems to reflect the withdrawal.

6.0 MANDATORY DISCLOSURES REQUIRED BY LAW

- 6.1 Without prejudice to the general duty of confidentiality, GVA may disclose customer information in the absence of consent only where such disclosure is clearly justified by law or regulatory mandate. In particular, disclosure may be made where it is required by the Nigerian Communications Commission in the exercise of its statutory powers, compelled by an order of a court of competent jurisdiction or a lawful warrant, or requested by a law enforcement agency acting within the scope of its legal authority. Disclosure may likewise be made where it is reasonably necessary for the protection of life, public safety or national security, or where it is otherwise expressly mandated by any applicable law or regulation.
- 6.2 Any disclosure of customer information on these grounds shall be effected solely by duly authorised senior personnel, acting in accordance with GVA's internal approval and escalation procedures. Such disclosures shall be carefully documented, including the legal basis relied upon, the requesting authority, the information disclosed and the date and manner of disclosure, and the records shall be retained for audit, compliance and regulatory review purposes.

7.0 INTERNAL ACCESS CONTROL

- 7.1 Access to customer information shall be restricted to clearly identified and duly authorised personnel whose official duties reasonably require such access for the performance of their functions.
- 7.2 Access privileges shall be granted on a role specific, need to know basis, and shall be reviewed at regular intervals to ensure that they remain appropriate, including the prompt adjustment or withdrawal of access when an employee's role changes or employment terminates.
- 7.3 Employees shall at all times comply with GVA's information security policies and procedures, including the use of strong passwords, secure log in processes, device locking practices, and any applicable encryption or multi factor authentication measures prescribed by the Company.
- 7.4 Passwords, tokens and other access credentials are strictly personal to the employee to whom they are issued and shall not, under any circumstances, be shared with or disclosed to any other person, whether within or outside GVA.

7.5 GVA shall maintain appropriate technical and organisational controls, including the logging and monitoring of access to customer information, and shall conduct periodic audits and reviews to verify compliance with these access control requirements and to identify any irregular or unauthorised access.

8.0 STORAGE, SECURITY AND RETENTION

8.1 Customer information shall be stored and processed in a secure manner that is consistent with applicable data protection and telecommunications regulation, including the Nigeria Data Protection Act 2023, the General Application and Implementation Directive (GAID) 2025, and GVA's internal information security standards as may be updated from time to time.

8.2 Customer information shall be retained only for so long as is reasonably necessary to achieve the operational, legal, accounting or regulatory purposes for which it was collected, after which it shall be archived or securely deleted in accordance with GVA's data retention and destruction schedules.

8.3 The disposal or destruction of customer information, whether in physical or electronic form, shall be carried out only through approved and secure methods that prevent reconstruction, recovery or unauthorised access to the information.

8.4 Any off site or remote access to customer information, including access from home or from mobile devices, shall be subject to the same confidentiality and security standards and shall be permitted only through authorised secure access channels, such as virtual private networks and other protective controls approved by GVA's information security function.

9.0 THIRD PARTY SERVICE PROVIDERS

9.1 Where GVA engages any external service provider to process, store or otherwise handle customer information on its behalf, such provider shall, prior to commencing any processing activities, enter into a written confidentiality and data processing agreement with GVA and shall be required to comply with the requirements of the Nigeria Data Protection Regulation or Nigeria Data Protection Act, as well as any relevant Nigerian Communications Commission guidelines and GVA security standards.

9.2 GVA shall require such service providers to implement and maintain appropriate technical and organisational safeguards to protect customer information against loss, unauthorised access, alteration or disclosure, and GVA reserves the right to audit or otherwise assess the provider's compliance with these obligations at reasonable intervals.

9.3 No external service provider engaged by GVA shall subcontract or delegate any part of the processing of customer information to another party without GVA's prior express written approval and without imposing on such sub-contractor confidentiality and data protection obligations that are at least equivalent to those agreed with GVA.

10.0 EMPLOYEE OBLIGATIONS

- 10.1 As a condition of employment or engagement, all employees and relevant contractors shall sign a confidentiality undertaking in favour of GVA, acknowledging their obligations in respect of customer information and other confidential information obtained in the course of their duties.
- 10.2 The duty to protect customer information shall apply throughout the period of employment and shall continue to bind the employee after the termination of employment, whether such termination is voluntary or otherwise, in accordance with applicable law and any contractual undertakings.
- 10.3 Employees shall promptly report to their line manager, the compliance function or any designated reporting channel any suspected or actual breach, loss, misuse or improper disclosure of customer information, so that timely remedial and notification measures may be taken.
- 10.4 The unauthorised removal, copying, transmission or reproduction of customer information, including the storage of such information on personal devices or external media without approval, is strictly prohibited and may result in disciplinary action, up to and including termination of employment, in addition to any civil or criminal liability that may arise under applicable law.

11.0 BREACH REPORTING AND CONSEQUENCES

- 11.1 Any suspected or actual breach of confidentiality, misuse of customer information, or breakdown in the controls described in this Code shall be reported immediately to the designated GVA compliance officer, data protection officer or any other reporting channel prescribed by GVA. Employees and contractors are under a positive duty to report such incidents without delay and shall not attempt to conceal, ignore or privately resolve any matter that may amount to a breach.
- 11.2 Upon receipt of a report, GVA shall investigate the alleged breach promptly, fairly and in a manner that is proportionate to the seriousness of the incident. The investigation shall seek to determine the nature and extent of the breach, the categories of customer information affected, the root cause and any remedial measures required to prevent recurrence.
- 11.3 Where a breach is established, GVA may impose appropriate disciplinary sanctions in accordance with its disciplinary procedures and applicable law. Such sanctions may include a formal warning, reassignment of duties, suspension from duty, termination of employment or engagement, and, where the circumstances so warrant, referral of the matter to law enforcement authorities, the Nigerian Communications Commission or any other competent regulatory body.
- 11.4 In addition, where a breach meets the materiality thresholds prescribed under the Nigeria Data Protection Regulation or Nigeria Data Protection Act, or any relevant rules of the Nigerian Communications Commission, GVA shall ensure that any required notifications to regulators, affected customers or other stakeholders are made within the applicable statutory or regulatory time limits and in the prescribed form.

12.0 TRAINING AND AWARENESS

- 12.1 All employees, and any contractors or consultants who may have access to customer information, shall undergo mandatory induction training on confidentiality, data protection and information security at the commencement of their engagement with GVA. Thereafter, they shall participate in periodic refresher training and awareness programmes designed to reinforce their understanding of their obligations under this Code and under applicable data protection and telecommunications law.
- 12.2 GVA shall maintain appropriate records of all training delivered under this Article, including attendance and completion records, and shall use such records for audit, regulatory reporting and the continuous improvement of its training and awareness framework.

13.0 RELATIONSHIP WITH OTHER LAWS

- 13.1 This Code is intended to give practical effect, within GVA, to the duties of confidentiality and data protection imposed by Nigerian law in relation to customer information. It shall be read and applied in conjunction with the Nigerian Communications Commission Act, the Nigeria Data Protection Act and any regulations, guidelines and directives issued thereunder, together with any other applicable legislation and regulatory instruments in force from time to time.
- 13.2 In the event of any inconsistency or conflict between the provisions of this Code and the requirements of applicable law or binding regulatory instruments, the latter shall prevail. In such circumstances, GVA shall take steps to amend or interpret this Code in a manner that brings it into full conformity with the overriding legal and regulatory framework.

14.0 SUBMISSION TO THE NIGERIAN COMMUNICATIONS COMMISSION

- 14.1 Pursuant to Condition 8.2 of its Internet Service Provision Licence, GVA shall submit this Code on the confidentiality of customer information to the Nigerian Communications Commission for review and approval within three months of the effective date of the Licence, or within such other period as may be agreed with the Commission.
- 14.2 Where, following such submission, GVA and the Nigerian Communications Commission are unable to reach agreement on any provision of this Code, the Commission may determine the terms that are to apply in accordance with its statutory powers. GVA shall, in that event, amend and adopt this Code to reflect the provisions as approved or determined by the Commission and shall ensure that its staff are informed accordingly.

15.0 EFFECTIVE DATE AND REVIEW

- 15.1 This Code shall come into force and take effect upon written approval by the Nigerian Communications Commission and shall remain in effect until amended, replaced or withdrawn in accordance with this Article.
- 15.2 GVA shall review this Code at appropriate intervals, and in any event whenever there is a material change in applicable law, regulation, Nigerian Communications Commission directives, or in GVA's

operational or technological environment that may affect the handling of customer information. The purpose of such review shall be to ensure that the Code remains accurate, effective and aligned with legal, regulatory and industry best practice requirements.

- 15.3 Any material amendment to this Code, including any significant change in the safeguards applicable to customer information, shall be submitted to the Nigerian Communications Commission for approval where required. Once approved, GVA shall implement the amended Code, communicate the changes to relevant staff and, where appropriate, make an updated version available for regulatory inspection and internal reference.



Clarice Fokou
GVA Nigeria Director

GRP VIVENDI AFRICA GVA NIGERIA LIMITED
CODE OF PRACTICE FOR CONSUMER AFFAIRS

January 2026

GRP Vivendi Africa GVA Nigeria Limited (“**GVA**” or the “**Company**”) is a Company duly licensed by the Nigerian Communications Commission (“**NCC**”) to provide internet services.

This Consumer Code of Practice (the “**Code**”) has been prepared and adopted by GVA in conformity with the Consumer Code of Practice Regulations, 2024 established by the NCC.

Unless otherwise specified, this Code applies to all internet services provided by GVA, which are accessed by customers in Nigeria.

GVA will review this Code and update it from time to time, in consultation with the NCC where required, to reflect changes in law, regulation, technology or service offerings, and will notify subscribers of any material amendments through appropriate communication channels.

1. PROVISION OF INFORMATION TO CONSUMERS

a. Description of Services

GVA provides broadband internet services to homes and businesses within our coverage within Ibadan, Oyo State, as at the date of this Code. The service currently offered includes:

- **Fiber-to-the-Home (FTTH):** Ultra-fast, low-latency and uncapped (data) offers for households, gated communities and small businesses.

b. Service Contracts

Before activating the service, each Customer is required to sign a Contract. This agreement clearly outlines the services provided, pricing, and terms and conditions (T&Cs) in straightforward, accessible language, avoiding unnecessary technical jargon. Where additional services or requirements are necessary for full use of the service, Customers will be informed in advance.

The Contract also sets out the expected service quality levels and the anticipated waiting time for the initial connection. In the event of any conflict between the Contract and the Consumer Code of Practice, the terms of the Contract shall take precedence.

c. Pricing Information

All our prices, installation fees, equipment charges, and any one-off or recurring fees are published in clear terms. Customers are informed of promotional offers, duration of discounts (if any), and any conditions attached.

d. Contract Terms and Termination

GVA provides Customers with complete information on the terms of service prior to activation. The service agreement includes details on:

- a. The contract commencement date;
- b. The minimum contract period, procedures, and implications of termination;
- d. Renewal terms and conditions, where applicable;
- e. Disconnection and reconnection procedures, including any associated charges;
- f. Terms relating to the delivery, installation, or activation of the service;
- g. Conditions addressing potential service interruptions, withdrawals, issuance of credit notes, or service discontinuation.

e. Product Warranties and Maintenance

GVA warrants that all equipment supplied and installed at the Customer's premises will be free from defects in material and workmanship under normal use and service conditions. For FTTH Customers, GVA shall be responsible for the supply, delivery, installation, testing, commissioning, maintenance, and management of the Service and associated equipment at the designated service location(s) or any other location mutually agreed in writing. For Enterprise Customers, warranties shall be as specified in the applicable service agreement.

This warranty does not cover damage or loss resulting from:

- (i) acts of vandalism, malicious damage, theft, or fire;
- (ii) power surges, floods, or other environmental hazards;
- (iii) misuse, negligence, or improper handling by the Customer or any third party; or
- (iv) any unauthorized modifications, relocation, or repair attempts.

Where a fault arises that is not attributable to the Customer or any of the above-excluded events, GVA shall, at its discretion, repair or replace the defective equipment within a reasonable timeframe, in accordance with the terms of the agreement with the Customer.

f. Fault Repairs and Service Interruption

GVA will inform Customers of any planned or emergency network maintenance, whether for preventive or corrective purposes, via email, phone, WhatsApp, or other appropriate communication channels.

For individual FTTH subscribers, service outages are recognized from the date and time the subscriber reports the outage.

All service-related faults must be reported immediately to our customer care centre, via GVA call centre or dedicated email address. Following assessment of the report, or during the resolution process, we may reclassify the severity based on our evaluation.

g. Subscription of Service

Customers may subscribe to GVA's services by completing the designated service application process, which can be carried out at any of our point of sales or via Door-to-door sales agents. A subscription is considered finalized once the Customer accepts the applicable terms and conditions, successfully provides the required information, and service availability at the requested location(s) is confirmed.

Following subscription, the Customer will enter into a formal agreement with GVA detailing the scope of services, duration, service levels, applicable fees, and other commercial terms associated with the Service. All agreements will adhere to NCC regulatory requirements and consumer protection standards.

Service delivery will begin after successful installation, testing, commissioning, and payment of all applicable fees, subject to confirmation that the equipment at the Customer's location is ready. Any timelines provided are indicative unless explicitly guaranteed under the applicable Contract. GVA will notify the Customer of the service activation and the start of billing.

Unless otherwise specified, services are offered on a prepaid monthly subscription basis. Subscriptions may be renewed on a monthly basis in accordance with the applicable terms and conditions.

Customers may upgrade, downgrade, or make modifications to their subscribed service. Any such changes may be made at the time of monthly subscription renewal.

2. ADVERTISING AND REPRESENTATION OF SERVICE

a. Availability of Services

GVA ensures that all advertising clearly indicates the availability of its services in specific geographic locations and outlines any limitations. Advertisements will also specify restrictions that may arise due to equipment or facility constraints, limited time periods, or coverage areas within Nigeria.

b. Advertising of Packaged Services

When promoting services as part of a package, GVA guarantees that all components of the package are available for supply. If any component may be unavailable for any reason, this will be clearly communicated in the advertising materials. Where a package component is advertised with a price, the minimum total charge for the complete package will be stated, along with any conditions required to obtain the component at the advertised price.

c. Internet Connections

GVA provides internet connectivity in accordance with the Service Agreement, subject to network coverage, infrastructure capacity, and agreed service levels. Service quality may vary and may be subject to a Fair Usage Policy (FUP) where applicable, in line with NCC guidelines. While GVA strives to maintain continuous service, interruptions may occur due to maintenance or unforeseen technical issues, and GVA will take prompt action to restore service. Customers are responsible for ensuring that their internal networks and devices are compatible with the service; GVA is not liable for performance issues caused by Customer-owned equipment.

d. Disclaimer

GVA is not liable for any loss, damage, delay, or service failure resulting from events beyond its reasonable control or from unauthorized use, misuse, or security breaches not caused by GVA. Customers acknowledge that accessing third-party content or services via the internet is at their own risk. GVA makes no express or implied warranties regarding the performance, fitness for purpose, or accuracy of its services beyond what is stated in the Service Agreement or this Code.

e. Telemarketing

GVA ensures that all advertising, promotional, and telemarketing communications are truthful, accurate, and not misleading, with clear disclosure of service features, pricing, and applicable terms. Communications will be directed only to Customers who have given consent, and Customers have the right to opt out at any time. Customer information will be handled responsibly and in compliance with data protection laws and NCC guidelines. GVA will not misrepresent any aspect of its services during marketing or sales activities.

3. CONSUMER BILLING, CHARGING, COLLATION AND CREDIT PRACTICES

a. Billing Information

GVA issues bills that show, at a minimum, the following information:

- Customer's billing name
- Customer's billing address
- Billing period
- Description of services rendered
- Applicable charges, itemized where possible
- Taxes and levies
- Discounts or promotional credits, if any
- Total amount payable
- Payment due date

Billing information will be made available through accessible channels, including electronic and/or physical formats, in accordance with the Customer's preference.

b. Itemization of Charges

Each Customer bill issued by GVA shall include a detailed itemization of all charges incurred during the billing period. This includes, but is not limited to, service subscription fees, installation or maintenance fees (where applicable), and taxes. Itemized bills enable Customers to verify the services billed and identify any discrepancies.

GVA shall retain all itemized billing records for a period of twenty-four (24) months from the date of issuance. Upon request, Customers may access such records for verification purposes in accordance with NCC regulations.

c. Payment Reminders and Subscription Expiry Notification

GVA will notify Customers of upcoming subscription expiry through reminder messages, including automated reminder messages at least days (4) days before expiry and a final notice within twenty-four (24) hours of expiration. Service continuity is subject to timely renewal of the subscription.

d. Receipts and Consumer Payment Advice

GVA provides receipts for all payments, whether made online, via transfer, or at a service centre. Receipts show the amount paid, the billing period covered, and any balance.

g. Prepaid Services

For prepaid plans, customers receive clear information on bundle validity, and all prepaid billing practices will conform with transparency and consumer fairness standards.

4. CONSUMER OBLIGATIONS

Customers are expected to:

- (i) Use the service responsibly and in line with our acceptable use policy.
- (ii) Ensure GVA-provided equipment is used properly and kept safe.
- (iii) Provide accurate information when applying for service and keep their contact details updated.
- (iv) Allow access to GVA technicians, with prior notice, for installation or repairs.
- (v) Avoid unlawful use of the internet (e.g., fraud, spam, or distribution of prohibited content).

5. PROTECTION OF CONSUMER INFORMATION

a. Data Gathering

GVA collects only the information needed to provide service, such as contact details, service location, billing information, and basic device/usage data. Data is gathered lawfully, with the Customer's consent or other lawful basis, and used solely for legitimate purposes.

b. Data Storage

Customer information is kept secure and protected against unauthorised access. Data is retained only for as long as required by law or for legitimate business needs.

c. Data Sharing

GVA does not share customer data with external parties except:

- (i) where necessary to deliver the service;
- (ii) where required by law, security agencies, or the NCC; or
- (iii) with the customer's consent.

Customers may request access to or correction of their information at any time.

6. COMPLAINT HANDLING

a. Information to Consumers

GVA provides clear information on how complaints can be lodged. Customers can contact us via phone, email, web form, or at any of our offices. Customers will be guided through the process and given complaint reference numbers for tracking.

b. Special Needs

GVA ensures accessible complaint channels for customers with disabilities, language barriers, or other special needs, including simplified formats and assistance upon request.

c. Complaint Processes

Customers may submit complaints through any of the following channels:

In person at any of our offices:

Physical Address: No. 1, Oluyole Way, New Bodija, Ibadan, Oyo State.
Phone: +2349160786056 Email: canalbox.nigeria@gva.africa

All complaints shall be acknowledged within 24 hours of receipt through any of the channels above. GVA shall endeavour to resolve all complaints within 14 working days, subject to the nature, complexity of the issue, and any third-party dependencies.

Where resolution is not possible within the stated timeframe, the customer shall be informed of the reason for the delay and provided with a revised timeline for resolution.

Customers may escalate unresolved complaints to the Nigerian Communications Commission (NCC) in accordance with applicable regulatory procedures

d. Charges

There is no cost charged by GVA to lodge a complaint, and Customers will not incur any fees imposed by GVA for any steps taken through its complaint resolution process. Standard call or data charges imposed by third-party network operators may apply where Customers use external communication channels.

e. Further Recourse

If a customer remains dissatisfied after GVA has responded, the issue may be escalated to the Nigerian Communications Commission (NCC) in line with its complaint procedures. GVA undertakes to cooperate fully with the NCC during such escalation.

f. Action on Disputed Charges

Where a bill is disputed, the amount under review may be put on hold while investigations are ongoing. Service will not be disrupted if undisputed amounts are paid.

g. Data Collection and Analysis

GVA keeps records of all complaints for internal review. Patterns and recurrent issues are analysed to help improve service delivery.

h. Changes to Complaint Processes

Any major change to how complaints are handled will be published on our website or communicated directly to the customer, in line with regulatory requirements.

i. Retention of Records

GVA retains complaint records, communication logs, and resolutions for at least 24 months, and made available to the NCC upon request, consistent with regulatory requirements.

By subscribing to our services, the Customer acknowledges receipt, understanding, and acceptance of this Code of Practice, as amended from time to time.



Clarice Fokou
GVA Nigeria Director