

DISC MEDIA & TELECOMS LIMITED CONSUMER CODE OF PRACTICE

1. INTRODUCTION

DISC Media & Telecoms Limited is the operator of NCC licenses PNL/REG/005/21 and ISP INT/021/20.

This Consumer Code of Practice (Codes) is published by DISC Media & Telecoms Limited pursuant to section 106 of the Nigerian Communications Act 2003 (in these Codes referred to as “the Act, which contemplates the development of a consumer code that would govern the provision of services by licensed telecommunications operators in Nigeria.

2. DEFINITIONS AND INTERPRETATIONS

This Code is to be read in conjunction with the Consumer Code of Practice Regulations 2007.

Unless otherwise defined, or the context otherwise requires, expressions defined in the DISC Media & Telecoms Code of Practice shall have the same meanings in this document including recitals and schedules:

“Commission” means Nigerian Communications Commission

“Quality of Service Regulation” means the Quality-of-Service Regulations 2013.

“Consumer” means the customer

“Services” refers to any tasks, whether one-off or recurrent, undertaken by DISC Media & Telecoms Limited at the behest of a customer.

Any terms used in this Code are either defined in the code or have the meanings defined in the principal Act.

3. PROVISION OF INFORMATION TO CONSUMERS

1. DISC Media & Telecoms Limited shall provide Consumers with information on their services that is complete, accurate, and up-to-date and in simple, clean language.
2. DISC Media & Telecoms Limited shall endeavor to respond in a timely manner to Consumer requests for information on their services and such information shall be provided free of charge and shall include at least the following:

(a) Current service, arrangements, including rates and terms and conditions for all services offered to the public, shall be readily available in print and electronic format (including on DISC Media & Telecoms Limited's web site). Such information shall also be available at all retail outlets where the DISC Media & Telecoms Limited's services are sold;

(b) All prices or tariff shall conform to regulation by the Commission and shall be described in service tariff pages published in an accessible form, including being made available at designated company offices and on the DISC Media & Telecoms Limited's web site;

(c) DISC Media & Telecoms Limited shall print in the front section of its directories the terms of service; and

(d) DISC Media & Telecoms Limited shall notify its Consumers of any change in the tariff rates for services in an effective manner that in, particular, lets its Consumers comment to the Commission on the proposed changes.

After approval by the Commission, Consumers shall also be notified of the resulting tariff changes in an effective manner.

4. SERVICE CONTRACTS

DISC Media & Telecoms Limited shall supply, or make available on request, a copy of the contract or agreement for the provision of services, and such contracts shall be written in plain and clear language.

5. DESCRIPTION OF SERVICES INFORMATION

1. Before entering into a contract for any service, Consumers shall be provided a complete description of the service in clear and plain language, avoiding unnecessary technical terms. Where other services are required in order to effectively utilize the service, the Consumer shall be sufficiently informed of such requirements or service dependencies.
2. The DISC Media & Telecoms Limited shall also provide information on the service quality levels offered, the waiting time for initial connection and any service areas and coverage maps as applicable.
3. The DISC Media & Telecoms Limited shall provide specific information regarding any compensation, refund or other arrangements, which may apply if contracted quality service levels are not met, along with the procedures and methods for resolving disputes in respect of the service contract.
4. Where services are packaged with one or more other services or products, the DISC Media & Telecoms Limited shall provide the Consumer in relation to each service or product:

(a) a description of each component service or product, and where DISC Media & Telecoms Limited sells the service or product component separately, the price that DISC Media & Telecoms Limited would charge for the component on a stand-alone basis; and

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

5. Where services are subject to upgrade or migration options, Consumers shall be provided with clear and complete information regarding the upgrade or migration terms, including any changes in service performance and any duly approved fees or charges resulting from the upgrade or migration.

6. PRICING INFORMATION

DISC Media & Telecoms Limited shall inform the Consumer before a contract for service is entered into of:

(a) the applicable rates or charges;

(b) what the charges include;

(c) each part or element of an applicable charge, and the method of its calculation;

(d) the frequency of the charge or other circumstances that give rise to the charge;

(e) whether, the charges or elements thereof are subject to change from time to time, the circumstances of such changes and how the Consumer will be informed of such changes.

7. CONTRACT TERMS AND TERMINATION

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

(a) the commencement date of the contract;

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

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

(d) the situations where early termination is possible;

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

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

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

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

- (i) terms and conditions relating to situations that may give rise to the interruption, withdrawal or discontinuation of the service; and
- (j) terms and conditions relating to the delivery, installation or activation of the service.

8. PRODUCT WARRANTIES AND MAINTENANCE

1. DISC Media & Telecoms Limited shall, before entering into a contract to provide services, inform the Consumer as to whether there is any contractual warranty relating to products (if any) supplied for use in connection with the service, including how to obtain warranty service if needed and where a copy of the warranty is not provided with the products, DISC Media & Telecoms Limited shall inform the Consumer how and where it is available.
2. DISC Media & Telecoms Limited will provide specific information regarding any maintenance services offered.

9. PROVISIONING OF SERVICES

DISC Media & Telecoms Limited shall provide services within any service supply time targets set out in the Commission's Quality of Service Regulations, subject to the following:

- (a) in the event the DISC Media & Telecoms Limited encounters technical problems that interfere with provisioning of the service(s), the time for provisioning will be subject to any time or process of rectification permitted by the Commission;
- (b) DISC Media & Telecoms Limited will not be responsible for any readiness of premises or availability of infrastructure or equipment that is beyond the reasonable control of DISC Media & Telecoms Limited; and
- (c) DISC Media & Telecoms Limited will not be responsible for delays or refusals of service requests caused by the Consumer being identified as not credit-worthy.

10. FAULT REPAIR AND SERVICE INTERRUPTION

1. DISC Media & Telecoms Limited shall implement the facilities and processes needed to permit Consumers to report faults 24 hours a day.
2. DISC Media & Telecoms Limited shall comply and shall cause their agents to comply with the relevant fault repair standards set out in the Commission's Quality of Service Regulations.
3. DISC Media & Telecoms Limited shall endeavor to give advance warning of anticipated service disruptions or planned outages, including details of the

disruption or outage, the services and service areas affected and any applicable compensation or other remedies.

4. In the event of force majeure such as floods and storms DISC Media & Telecoms Limited shall endeavor to rectify the fault within such period of time as may be reasonable in the circumstances.

11. ASSISTANCE SERVICES

1. DISC Media & Telecoms Limited shall ensure that any Consumer can access:
 - (a) operator assistance services; and
 - (b) a directory enquiry facility containing directory information on all subscribers in Nigeria, except for those subscribers who have exercised their right to have their directory information suppressed or removed.
2. Where DISC Media & Telecoms Limited assigns telephone numbers to subscribers, it shall ensure that each of those subscribers is, on request, supplied free of charge, with a directory containing directory information on all subscribers who have been assigned telephone numbers in the subscriber's local area.
3. Any directories supplied shall not contain directory information for those subscribers who have exercised their right to have their directory information suppressed or removed.
4. A directory may be produced by or for DISC Media & Telecoms Limited, or by another person not acting on behalf of DISC Media & Telecoms Limited. Where a directory is produced by or for DISC Media & Telecoms Limited, DISC Media & Telecoms Limited shall ensure that it is updated on a regular basis (at least once a year).
5. DISC Media & Telecoms Limited may charge Consumers a reasonable fee for providing directory enquiry services, subject to the approval of the Commission, and may charge a reasonable fee for any additional directories requested by Consumers.

12. CARE OF CUSTOMERS WITH OTHER ABILITIES

1. DISC Media & Telecoms Limited shall from time to time consult the Consumer Forum to ensure that the requirements and interests of disabled Consumers are fully taken into account in the development and provision of its services.
2. The DISC Media & Telecoms Limited shall comply with any specific obligations that the Commission may impose on operators in respect of special services or service arrangements for subscribers with disabilities.

13. ACCESS TO EMERGENCY SERVICES

1. The DISC Media & Telecoms Limited shall comply with any network or other requirements that may be approved by the Commission in respect of the provision of emergency services, including such measures as location identification information, special numbers and routing to emergency services locations.
2. Calls to emergency services shall be free of charge.
3. DISC Media & Telecoms Limited may apply to the Commission regarding the recovery of any special costs of implementing or operating emergency services, which the Commission may consider pursuant to section 107 of the Act.

14. ADVERTISING AND REPRESENTATION OF SERVICES

DISC Media & Telecoms Limited shall comply with the advertising standards established by APCON, and any other applicable laws or standards, in addition to the rules regarding the advertising or other promotion of telecommunication services set out in this General Code.

15 AVAILABILITY OF SERVICES

- (1) DISC Media & Telecoms Limited shall make clear in advertising materials which promote the availability of a service any geographical or technical limitations on the availability of the service to consumers which:
 - a. substantially affect the performance of the service; and
 - b. are known to DISC Media & Telecoms Limited.
- (2) DISC Media & Telecoms Limited shall make clear in any advertising materials which promote a service offer, any limitations in the offer which restrict it—
 - a. to a particular group of people;
 - b. to a partial zone, region or other geographical area within the country;
 - c. to a particular period of time; or
 - d. through the limited availability of equipment, facilities or other materials.

16. ADVERTISING OF PACKAGED SERVICES

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

- (2) Where advertising materials indicate the price of a component of a service package, DISC Media & Telecoms Limited shall include in the advertising materials a statement of the minimum total charge for the package, and indicate any conditions that may apply to obtain the component at the stated price.

17. UNSOLICITED TELEMARKETING

1. DISC Media & Telecoms Limited shall not engage in unsolicited telemarketing without it disclosing:
 - (a) at the beginning of the communication, the identity of DISC Media & Telecoms Limited or other person on whose behalf it is made and the precise purpose of the communication;
 - (b) during the communication, the full price of any product or service that is the subject of the communication; and
 - (c) that the person receiving the communication shall have an absolute right to cancel the agreement for purchase, lease or other supply of any product or service within seven (7) days of the communication, by calling a specific telephone number (without any charge, and that DISC Media & Telecoms Limited shall specifically identify during the communication) unless the product or service has by that time been supplied to and used by the person receiving the communication.
2. DISC Media & Telecoms Limited shall also conduct telemarketing in accordance with any “call” or “do not call” preferences recorded by the Consumer, at the time of entering into a contract for services or after, and in accordance with any other rules or guidelines issued by the Commission or any other competent authority.

18. CONSUMER BILLING, CHARGING, COLLECTION AND CREDIT PRACTICES

DISC Media & Telecoms Limited shall at all times endeavor to—

- (a) ensure that billing is accurate and timely;
- (b) ensure that billing accuracy is verifiable;
- (c) ensure that sufficient information shall be on the bill or otherwise readily available to the Consumer for verification of the bill without any charge;
- (d) ensure that upon a bona fide request from a Consumer, DISC Media & Telecoms Limited shall inform or provide the Consumer with timely, accurate and current information about its billing terms and conditions and options relevant to that Consumer;

(e) retain records of a Consumer's bill and related charges for a minimum period of twelve (12) months; and

(j) in interpreting the obligations described in this section, references to "billing" or "bill" include DISC Media & Telecoms Limited's systems for recording and processing any prepaid transactions, including the debiting of call charges against prepaid card balances.

19. BILLING INFORMATION

DISC Media & Telecoms Limited shall ensure that, at a minimum, the following information is included in any bills issued by it or on its behalf:

- (a) the Consumer's billing name and address;
- (b) DISC Media & Telecoms Limited's current business name, address and registered number;
- (c) a way of identifying the bill uniquely;
- (d) the billing period;
- (e) a description of the charges (and credits) for which the Consumer is billed;
- (f) the total amount billed, applicable credits, payments or discounts, and the net amount payable by the Consumer (or repayable by DISC Media & Telecoms Limited);
- (g) the date on which the bill is issued;
- (h) the bill (or refund) payment due date;
- (i) methods of bill (or refund) payment;
- (j) methods of contact for complaints and billing inquiries; and
- (k) any call charges applicable for complaints and billing inquiry calls.

20. ITEMIZATION OF CHARGES

1. DISC Media & Telecoms Limited shall ensure that Consumers have access to itemize details of all charges, either on the bill or on a separate statement provided by DISC Media & Telecoms Limited upon request.
2. Unless otherwise requested by or agreed with the Consumer, DISC Media & Telecoms Limited shall provide itemized details during the current billing period. Where applicable, DISC Media & Telecoms Limited shall inform Consumers of the notice period required to obtain itemized billing. In addition, DISC Media &

Telecoms Limited shall ensure that itemized details contained in previous bills are available for 12 months, or any longer period required by law.

3. DISC Media & Telecoms Limited shall not charge Consumers for bills of billing related information, except where the Consumer requests information not required to be provided under this General Code such as requests for billing details more than one (1) year old. DISC Media & Telecoms Limited shall inform Consumers of any applicable charge resulting from their billing requests, and shall obtain the consent of the Consumer to any charge before it is imposed.

21. TIMING FOR ISSUANCE OF BILL

DISC Media & Telecoms Limited shall process and issue bills within 30 days of the closure of each billing period. A bill shall include all charges incurred during the billing period except where:

- (a) there exists a separate agreement with the Consumer to the contrary; or
- (b) there is a delay as a result of the inclusion by DISC Media & Telecoms Limited of information from other suppliers or service providers in the bill; or
- (c) there is a delay as a result of a change initiated by the Consumer, such as where the Consumer has requested a different billing frequency or billing period; or
- (d) there is a delay as a result of the suspension of charges that are in dispute; or
- (e) there has occurred a billing system or processing problem, in which case the problem shall be rectified and bills issued without undue delay and in accordance with any time periods identified by the Commission; or
- (f) billing is delayed by circumstances beyond the reasonable control of DISC Media & Telecoms Limited, such as an event of force majeure.

22. RECEIPTS AND CONSUMER PAYMENT ADVICE

DISC Media & Telecoms Limited shall ensure that Consumers are able to verify their bill payment by acknowledgment of payment on the next bill issued, telephone confirmation by calling a specified number, or such other appropriate and accessible methods as may be made available by DISC Media & Telecoms Limited.

23. BILLING FREQUENCY

DISC Media & Telecoms Limited shall provide Consumers with advance written notification of any proposed changes in billing periods, such advance notification to be at least equal to two (2) of its otherwise applicable billing periods (i.e. at least 2 months in advance where the billing period being changed is monthly).

24. NON-PAYMENT OF BILLS

Where a Consumer has not paid DISC Media & Telecoms Limited all or part of a bill for services provided by DISC Media & Telecoms Limited, any measures taken by DISC Media & Telecoms Limited to effect payment or disconnection shall—

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

CONSUMER OBLIGATIONS

25. ACCEPTANCE OF DISC MEDIA & TELECOMS LIMITED TERMS

Consumers shall be bound by DISC Media & Telecoms Limited's terms of service on return of a signed service agreement, or on clearly accepting the service terms by any form of telecommunications. Consumers shall also be deemed to accept a DISC Media & Telecoms Limited's service terms on any commencement of use of the service that follows adequate communication by the DISC Media & Telecoms Limited of its service terms.

26. ACCESS FOR MAINTENANCE

Consumers shall grant DISC Media & Telecoms Limited or its authorized representatives, without charge, access to premises, equipment or facilities as reasonably required for any provisioning or maintenance of the services, equipment or facilities.

27. TAMPERING WITH EQUIPMENT

1. Consumers shall not use any equipment or related facilities provided by DISC Media & Telecoms Limited for reasons other than those related to normal service, and shall not do anything that interferes with the functioning of such equipment or facilities, without prior written authorization from DISC Media & Telecoms Limited, Consumers shall be responsible for any loss of or damage to equipment or facilities that results from actions contrary to their service terms or this General Code.
2. Equipment owned by DISC Media & Telecoms Limited and connected to a telecommunications network may not be moved to a location or address other than the location or address where service was installed, without prior written authorization from DISC Media & Telecoms Limited. This restriction should 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.
3. Modification or attachment of any unauthorized device to DISC Media & Telecoms Limited's equipment or facilities is prohibited without prior written authorization from DISC Media & Telecoms Limited.
4. No equipment or device that interferes in any way with the normal operation of a telecommunications service, including any equipment or device that intercepts or assists in intercepting or receiving any service offered by DISC Media & Telecoms Limited that requires special authorization, may be installed by or on behalf of any Consumer.

28. RESELLING SERVICES WITHOUT AUTHORIZATION

Consumers shall not re-sell any service provided by DISC Media & Telecoms Limited except as permitted by the service agreement of DISC Media & Telecoms Limited (and subject to any applicable licensing or authorization by the Commission pursuant to the Act).

29. MISUSE OF A PUBLIC TELECOMMUNICATIONS SERVICE

Consumers shall not misuse public telecommunications services, including by:

- (a) dishonestly obtaining telecommunications services; or
- (b) possessing or supplying equipment that may be used to obtain such services dishonestly or fraudulently; or
- (c) using services to send messages that are obscene, threatening or otherwise contrary to applicable laws or regulation.

30. DISHONEST CHURNING

1. In a competitive market, a Consumer may be tempted to accumulate payment arrears with DISC Media & Telecoms Limited for services used, then 'switch' service to another Service provider without settling payment with DISC Media & Telecoms Limited. This type of "dishonest churning" by Consumers constitutes an abuse of a competitive telecommunications market. In order to prevent this abusive behavior, Consumers shall be required to settle a valid payment arrears with DISC Media & Telecoms Limited before switching to another service provider.
2. DISC Media & Telecoms Limited shall be permitted to investigate if a person seeking its services has settled with his or her previous supplier, before having any obligation to provide service to that person.

PROTECTION OF CONSUMER INFORMATION

31. RECOGNITION OF COMMISSION'S AUTHORITY

DISC Media & Telecoms Limited is aware of the authority granted to the Commission under Section 147 of the Act, which permits the Commission on certain situations to allow "authorized interception of communications", including stipulating the technical requirements for authorized interception.

32. COLLECTION AND MAINTENANCE OF CONSUMER INFORMATION

1. DISC Media & Telecoms Limited may collect and maintain information on individual Consumers reasonably required for its business purposes. However, the collection and maintenance of information on individual Consumers shall be—
 - (a) fairly and lawfully collected and processed;
 - (b) processed for limited and identified purposes;
 - (c) relevant and not excessive;
 - (d) accurate;
 - (e) not kept longer than necessary;
 - (f) processed in accordance with the Consumer's other rights;
 - (g) protected against improper or accidental disclosure; and
 - (h) not transferred to any party except as permitted by any terms and conditions agreed with the Consumer, as permitted by any permission or approval of the Commission, or as otherwise permitted or required by other applicable laws or regulations.

2. DISC Media & Telecoms Limited shall meet generally accepted fair information principles including:
 - (a) providing notice as to that individual Consumer information they collect, and its use or disclosure;
 - (b) the choices Consumers have with regard to the collection, use and, disclosure of that information;
 - (c) the access Consumers have to that information, including to ensure its accuracy; and
 - (d) the security measures taken to protect the information, and the enforcement and redress mechanisms that are in place to remedy any failure to observe these measures.
3. These rules apply to individual Consumer information whether initially provided verbally or in written form, so long as that information is retained by DISC Media & Telecoms Limited in any recorded form.

33. PROTECTION OF CONSUMER INFORMATION

DISC Media & Telecoms Limited shall adopt and implement a policy regarding the proper collection, use and protection of that consumer information collected. DISC Media & Telecoms Limited shall ensure that any other Licensees or other persons with whom they exchange or otherwise disclose such information have adopted and implemented an appropriate protection of Consumer information policy.

34. ACCESS TO POLICY

1. DISC Media & Telecoms Limited's policy on the protection of Consumer information shall be made available in an accessible and easy to read manner, including as specifically directed by the Commission from time to time.
2. The policy shall state clearly what information is being collected; the use of that information; possible third-party exchange or disclosure of that information; and the choices available to the Consumer regarding collection, use and disclosure of the collected information.
3. The policy shall disclose the consequences, if any, of a Consumer's refusal to provide information.
4. The policy shall also include a clear statement of how to contact DISC Media & Telecoms Limited regarding information issues and related information access or complaint mechanisms.

35. MAINTENANCE OF DATA QUALITY

1. DISC Media & Telecoms Limited collecting, maintaining, using or disclosing individually identifiable Consumer information shall take reasonable steps to ensure that the information is accurate, relevant and current for the purposes for which it is to be used.
2. DISC Media & Telecoms Limited shall establish appropriate processes or mechanisms so that inaccuracies in individual Consumer information, including out of date information, may be identified and corrected. Other procedures to ensure data quality may include use of reliable sources and collection methods, reasonable and appropriate Consumer access and correction, and protection against incidental or unauthorized alteration.

COMPLAINTS HANDLING

36. INFORMATION TO CONSUMER

1. DISC Media & Telecoms Limited shall provide easily understood information about their complaint processes in various media and formats, including as specifically directed by the Commission from time to time.
2. DISC Media & Telecoms Limited shall ensure that Consumers can easily identify how a complaint may be lodged, either at a DISC Media & Telecoms Limited's premises or using identified forms of telecommunications.
3. Information on the complaints handling processes shall contain information—
 - (a) to Consumers about their right to complain;
 - (b) on how DISC Media & Telecoms Limited can be contacted in order to make a complaint; and
 - (c) on the types of supporting information including, documents the complainant needs to furnish when making a complaint.
4. All complaints will be recorded by DISC Media & Telecoms Limited, and processed in accordance with identified practices and procedures.

37. PROVISION FOR SPECIAL NEEDS CONSUMERS

1. DISC Media & Telecoms Limited makes adequate provision to ensure that people with physical disabilities or other special needs are able to access their complaint handling processes, including ensuring that Consumers can be easily represented by their authorized representatives in order to make a complaint.
2. In cases where Consumers specifically request assistance in lodging complaints, DISC Media & Telecoms Limited shall provide reasonable assistance.

38. COMPLAINT PROCESS

1. Written complaints shall be acknowledged by DISC Media & Telecoms Limited and acted on within any time frames set out in the Commission's Quality of Service Regulations (or as otherwise directed by the Commission from time to time). DISC Media & Telecoms Limited shall acknowledge and otherwise initially respond to a complaint either verbally or in writing, and shall make reasonable efforts to make the initial response in the manner requested by the complainant. Consumer shall forward complaints to the registered address of DISC Media & Telecoms Limited as stated below:

No. 1 Barr. & Mrs. Okonye Street, Asaba. **07036529708**

1. Non-written complaints shall be taken as acknowledged by DISC Media & Telecoms Limited at the time the complaint was communicated to DISC Media & Telecoms Limited.
2. Where possible, Consumers shall be advised when they make a complaint of the expected actions and timing for investigating and resolving the complaints. In the event that DISC Media & Telecoms Limited regards the complaint as frivolous or vexatious, the Consumer shall be informed accordingly and if dissatisfied the Consumer shall have the further recourse described below. In any event, no Consumer complaint shall remain unresolved for more than three (3) months.
3. DISC Media & Telecoms Limited shall implement processes to provide Consumers with sufficient information and the means to inquire on the progress of complaints. Such processes may include complaint reference numbers or other identifiers in order to facilitate timely and accurate responses to subsequent enquiries by Consumers.
4. Consumers shall be advised of the outcome of the investigation of their complaint, and any resulting decision by DISC Media & Telecoms Limited.
5. Where a Consumer is not satisfied with a decision reached pursuant to a complaint, DISC Media & Telecoms Limited shall give the Consumer the option of pursuing an identified escalation process by which the decision may be examined by a suitably qualified person in DISC Media & Telecoms Limited. Where the Consumer has already been provided with the benefit of DISC Media & Telecoms Limited's escalation process(es) and where there are no further escalation processes, DISC Media & Telecoms Limited shall inform the Consumer accordingly.
6. In the event that a complaint has not been resolved to the Consumer's satisfaction, including as a result of any escalation process, within sixty (60) days of being communicated to the DISC Media & Telecoms Limited, DISC Media & Telecoms Limited shall inform the Consumer that he or she may refer the complaint to the Commission.

7. Failure to deal with Consumer complaints, and any related service failures, shall also be subject to the requirements of the Quality-of-Service Regulations, including payment of any specific service credits or rebates established pursuant to these regulations.

39. CHARGES

Complaint handling processes shall be provided free of charge. However, DISC Media & Telecoms Limited may impose a reasonable charge for complaint handling processes where investigation of the complaint requires the retrieval of records more than twelve (12) months old, and where that retrieval results in any incremental expense or significant inconvenience to DISC Media & Telecoms Limited. Any such charges shall be identified and agreed to by the Consumer before being incurred.

40. FURTHER RECOURSE

1. DISC Media & Telecoms Limited advises Consumers that, in the event they remain dissatisfied with the outcome of a complaint they may refer the complaint to identified persons or departments, within the Commission.
2. For disputes that remain unresolved by other means, the Commission will apply the processes set out in its Dispute Resolution Guidelines.

41. ACTION ON DISPUTED CHARGES

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

42. INTERNAL DATA COLLECTION

1. DISC Media & Telecoms Limited has appropriate recording systems for complaints and their outcomes. Such tracking is needed to meet the requirements of the quantity of Service Regulations

2. Complaints tracking data are categorized and analyzed by DISC Media & Telecoms Limited from time to time to allow for the identification of recurring problems. DISC Media & Telecoms Limited shall inform the Consumer that a record of their complaints is being kept, and if requested by the Consumer shall describe the complaints, tracking system used by DISC Media & Telecoms Limited.

43. COMPLAINT HANDLING PROCESS REVIEW

DISC Media & Telecoms Limited reviews their complaint handling and tracking processes from time to time to ensure effective processing, of complaints. DISC Media & Telecoms Limited also report on the outcome of these reviews as requested by the Commission, and makes any changes to complaint handling and tracking processes identified, by the Commission.

44. CHANGES TO COMPLAINT HANDLING PROCESS

DISC Media & Telecoms Limited shall update any information regarding their complaint handling and tracking processes as appropriate, including information provided to Consumers or the Commission.

45. RETENTION OF RECORDS

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

46. AUDIT BY COMMISSION

DISC Media & Telecoms Limited recognizes that the Commission may from time to time audit the complaints handling and tracking processes of DISC Media & Telecoms Limited, including by exercising its powers pursuant to section 141 of the Act.