

DRAFT

Consumer Code of Practice for Value-Added Services (VAS) Provider

Prepared by

Mindray Technologies Limited

Plot 8 Providence Street, Lekki Phase 1, Lagos State.

RC 1001429

Submitted to

Nigerian Communications Commission (NCC)

August, 2026

1. Provision of Information to Consumers

a. Description of Services

Mindray Technologies Limited ("the Company") is a duly licensed Value-Added Service (VAS) Provider by the Nigerian Communications Commission (NCC)

Mindray Technology Limited SMS/MMS-based services, including alerts, notifications, subscriptions, and information dissemination to consumers. and IVR (Interactive Voice Response) and USSD-based services that provide interactive content delivery and user engagement through mobile networks.

In fulfilment of the conditions of our VAS License and in full compliance with the Nigerian Communications (Consumer Code of Practice) Regulations, 2024 ("the Regulations"), the Company hereby establishes this Individual Consumer Code of Practice (ICCP) for Compensation for Loss of Service and Downtime Mitigation.

This Code demonstrates our commitment to delivering reliable, high-quality VAS, including SMS management solutions, information/directory services, mobile financial integrations, and custom applications to individual consumers across Nigeria. It outlines the Company's obligations regarding service quality, downtime mitigation, consumer notification during outages, and fair compensation for qualifying service disruptions.

The Company operates in partnership with licensed Mobile Network Operators (MNOs) and NCC-approved VAS Aggregators, and remains fully committed to upholding the highest standards of consumer protection as mandated by the Nigerian Communications Act, 2003 and the NCC Consumer Code of Practice Regulations, 2024.

This ICCP shall be submitted to the Commission for review and shall be reviewed annually or upon any material changes in our operations or regulatory requirements.

b. Service Contracts and Duration

Mindray Technology Limited shall supply, or make available on request, a copy of the contract or agreement for the provision of services. Such contracts shall be written in plain and clear language and must clearly specify the duration.

c. Subscription of Service

Mindray Technology Limited shall provide consumers with clear instructions on the medium and procedure for subscribing to a service.

d. Contract Terms and Termination

Contracts with consumers shall include standard provisions covering commencement dates, minimum contract terms, renewal, termination conditions, early termination consequences, and applicable penalties, where relevant.

e. Opt-in and Opt-out

Mindray Technology Limited shall inform consumers that it's their right to Opt-in or Opt-out if the need arises.



2. Advertisement and Representation of Services

a. Availability of Service

Mindray Technology Limited shall clearly disclose any geographical or technical limitations that may materially affect service availability or performance and that are known at the time of service promotion.

b. Advertisement of Packaged Services

Mindray Technology Limited states in advertising materials that a service is provided as part of a package, Mindray Technology Limited shall ensure it is able to supply all components of the service package. In the event that Mindray Technology 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.

Where advertising materials indicate the price of a component of a service package, Mindray Technology 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.

c. Disclaimer

All advertisements and promotional materials relating to Mindray Technology Limited services shall be clear, accurate, and not misleading, in accordance with the Advertising Regulatory Council of Nigeria and other applicable laws. Any disclaimer included in Mindray Technology Limited advertisements shall be clear, understandable, and written in plain language. Disclaimers shall not negate or undermine the principal message or purpose of the advertisement. Mindray Technology Limited will ensure the intended consumer or recipient of the advertisement will be clearly specified.

d. Tele-Marketing

Mindray Technology Limited shall ensure that all telemarketing activities are conducted in a fair, transparent, and responsible manner in accordance with applicable laws. Consumers shall not be contacted for marketing purposes without their prior consent or where they have opted out or registered on any applicable "Do Not Disturb" (DND) facility.

3. Complaint Handling

a. Complaint Processes

Mindray Technology Limited operates a customer service desk which is reachable during working hours from 8:00 am to 5:00 pm and outside working hours via e-mail. All consumers can contact the help desk via:

- telephone: **08033304268**
- email: support@mindraytech.com
- address: **Plot 8 Providence Street, Lekki Phase 1, Lagos State**

Mindray shall ensure it embeds the following information in its packages to assist clients when contacting Mindray for resolution of complaints:

"Before you contact our support desk, please make sure that you have details of the transaction initiated, your mobile number, and a summary of the complaint. This will enable us to process and resolve your complaints quickly."

b. Further Recourse

If the complaining customer remains dissatisfied with the outcome/resolution of the complaint, they have the right to refer the complaint to the Nigerian Communications Commission (NCC).

c. Data Collection and Analysis of Complaints and Outcome

Mindray Technology Limited shall maintain appropriate systems for recording all complaints received and their outcomes. Such records shall be properly categorised and analysed to identify recurring issues and areas requiring service improvement. Mindray Technology Limited shall inform consumers that records of complaints are maintained and, upon request, provide a clear description of the complaint tracking system in use.

d. Retention of Records

Any information collected and recorded as part of complaint handling processes shall be retained for at least twenty-four (24) months following the resolution of complaints or as directed by NCC from time to time.

e. Prevention of Unsolicited SMS

Mindray Technologies Limited will take all necessary steps to prevent unsolicited messages and will adhere to all guidelines set by the Nigerian Communications Commission regarding unsolicited messages, including but not limited to the Do Not Disturb (D-N-D) policy.

4. Consumer Obligations

Consumers shall provide true and complete details when registering for the services provided by Mindray Technology Limited and update them when the need arises. Consumers shall also use the services only for legal purposes and settle invoices within the agreed timelines under the service contract.

5. Protection of Consumer Information

a. Data Gathering

Mindray Technology Limited shall collect consumer information only for specified, legitimate, and service-related purposes, and shall do so in a lawful, fair, and transparent manner in accordance with applicable laws and its Protection of Consumer Information requirements. Consumers shall be informed of the purpose of data collection at the point of collection, and where required, their consent shall be obtained. Mindray Technology Limited will not collect excessive or irrelevant information beyond what is necessary for the provision of services.

b. Data Storage

Mindray Technology Limited shall implement appropriate technical and organisational measures to safeguard consumer information against unauthorised access, loss, misuse, or disclosure. Consumer information shall be retained only for as long as necessary to fulfil the purpose for which it was collected or as required by applicable laws and regulations. Mindray Technology Limited shall also ensure secure disposal or anonymisation of data when it is no longer required, in compliance with applicable laws.

c. Data Sharing

Mindray Technology Limited shall ensure that consumer information is kept confidential and shall not be disclosed to any third party except with the prior consent of the consumer, where necessary for the provision of services, or where required by law or a competent regulatory authority. In all such cases, Mindray Technology Limited shall ensure that adequate safeguards are in place.



6. Consumer Billing, Charging, Collation and Credit Practices:

a. Billing Information

Mindray Technology Limited shall ensure that all bills issued include, at a minimum: - Operator billing name and address; - Mindray Technology Limited and Plot 8 Providence Street Lekki Phase 1, Lagos State; - Unique bill reference identifiers; - Description of charges; - Billing period; - Total amount billed and net amount payable; - Bill issuance date; - Bill due date; -

Method of contact for complaints and billing inquiries; and Accepted payment methods.

b. Timing for Issuance of Bill

Mindray Technology Limited shall process and issue a bill within 10 days of the end of each billing period and shall include all charges incurred during that period, except where there is a separate agreement with the consumer or a valid reason for delay such as the need to include information from other suppliers, system errors that require correction, consumer-initiated changes to billing frequency, disputed charges, or circumstances beyond the VAS providers control, including force majeure. In such cases, Mindray Technology Limited shall promptly take steps to resolve the delay and issue the bill without further undue delay.

c. Payment Confirmation

Mindray Technology Limited shall ensure that Consumers are able to verify their bill payment by acknowledgement of payment on the next bill issued, with such appropriate and accessible methods as may be made available by Mindray Technology Limited.

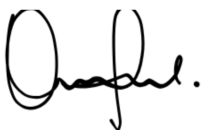
d. Billing frequency

Mindray Technology Limited shall provide Consumers with advance written notification of any proposed changes in billing before any such changes are implemented via any channel over which Mindray Technology Limited services are offered. Such advance notification shall be at most equal to two of its applicable billing periods of a minimum of 60 days. Consumers shall be informed in all such notifications of how to opt out of the service to avoid experiencing the proposed changes in billing.

e. Prepaid Services

Mindray Technology Limited shall ensure that all prepaid services are provided in a transparent and consumer-friendly manner. Consumers should be clearly informed of all applicable charges, validity periods, renewal terms, and any conditions attached to the service before subscription. No deductions shall be made without the consumer's prior consent, and consumers shall have access to simple and cost-free mechanisms to opt in or opt out of services. Mindray Technology Limited shall also ensure that consumers can easily access information on their balances and usage and shall not unfairly forfeit any valid prepaid value except in accordance with disclosed terms and applicable regulations.

Approval Pending NCC Review



Signed:

Paul Onu

 +234 803 330 4268

support@mindraytech.com

Plot 8 Providence Street, Lekki Phase 1, Lagos



Chief Operations Officer
Mindray Technology Limited
August, 2026

Confidentiality and Intellectual Property Notice

© Mindray Technology Limited 2026. All rights reserved.

This Consumer Code of Practice for Value-Added Services (VAS), Compensation for Loss of Service and Downtime Mitigation, its contents, including methodologies, strategies, and recommendations based on the Nigerian Communications (Consumer Code of Practice) Regulations, 2024 ("the Regulations") are the confidential and proprietary property of Mindray Technology Limited.

It is provided to NCC in fulfilment of the VAS Licence requirements.

 +234 803 330 4268

support@mindraytech.com

Plot 8 Providence Street, Lekki Phase 1, Lagos