

## **ALCHEMY LTD, The Gambia CODE OF PRACTICE**

### **General**

- **Purpose of the Code**

This is to provide a Consumer Code of Practice for Alchemy and its subsidiaries, in line with fair business practices and that will be in line with those recommended by national and international consumer protection agencies.

This Code of Practice:

- Describes services we deliver;
- Explains how to contact us about these services and how you can subscribe to our services;
- Explains your rights and obligations;
- Details what to do if you have a complaint, how we will resolve it, and what you can do if you are not satisfied with our response.

- **Application of the Code**

This Code applies to the provision of Value Added Services to the telecommunications industry.

It has been developed by Alchemy Ltd with due consideration to the codes of practice and guidelines of existing or future regulatory bodies with jurisdiction.

- **Code Administration**

The Code will be administered by Alchemy Ltd with due consideration to reviews, commissions or other official activities undertaken and communicated by any regulatory body with jurisdiction from time to time.

- **Code Amendment**

Alchemy Ltd may amend this Code periodically in order that it continues to adhere to set guidelines, required by Law or by PURA (or any other regulatory body with jurisdiction).

### **Provision of information to customers**

- **General**

Minimum periods for each service we provide to you and other users, will be dependent on the pricing options and/or service you procure, as well as on the contract you agree and sign with Alchemy management.

Service periods may be renewed upon expiry or before that date – dependent on the agreement of both parties and/or pre-agreed commencement of the new service period.

Our SMS services start on the date of purchase as activation is almost instantaneous.

- **Service Contracts & Duration**

Before approving and signing the service contract, every client will be reasonably expected to have read our Terms and Conditions (as this details our service and product provision terms in full). The terms and Conditions documentation governs the contractual relationship between us.

If any discrepancy exists between the Service Contract and Consumer Code of Practice, the Service Contract shall take precedence. A copy of our standard Service Terms is available for download

at <https://www.Alchemymarketinggm.com/policies/terms>

- **General Description of Services**

Alchemy provides a wide range of services and is regularly developing new technology and expanding functionality for its clients and beneficiaries including:

APIs for App development and management;

VoIP softphone Contact Centre operations,

A2P

Information sends via SMS (Healthcare provision and updates, Fisheries Updates, Weather, COVID Updates);

Trackable SMS voting systems;

SMS Questionnaires;

Bulk SMS sharing.

For detailed description and pricing of our services, please send an email to [info@alchemymarketinggm.com](mailto:info@alchemymarketinggm.com)

- **Contract Terms & Information** A sample of general contract terms and related information may be made available upon request to [info@alchemymarketinggm.com](mailto:info@alchemymarketinggm.com).

## **Advertising and representation of service**

### **General**

- Minimum periods for each service we provide to you and other users, will be dependent on the pricing options and/or service you procure, as well as on the contract you agree and sign with Alchemy management.
- Service periods may be renewed upon their expiry – dependent on the agreement of both parties and/or pre-agreed commencement of the new service period.
- Our SMS services start on the date of purchase as activation is almost instantaneous.

## **Service Contracts & Duration**

- Before approving and signing the service contract, every client will be reasonably expected to have read our Terms and Conditions (as this details our service and product provision terms in full). The terms and Conditions documentation governs the contractual relationship between us.

- If any discrepancy exists between the Service Contract and Code of Practice, the Service Contract shall take precedence.

### **General Description of Services**

- We have a wide and rapidly expanding host of technical and consultative services including Ringback Tones, SMS Infotainment Content such as News, Sports, weather, industry updates, health, Bulk SMS sharing. Our service catalogue expands almost daily.

For detailed description and data on the pricing of our services, please email [support@alchemymarketinggm.com](mailto:support@alchemymarketinggm.com) and specify the information you require.

### **Contract Terms & Information**

A sample of our contract terms and related information can also be made available upon request.

### **Consumer obligations**

#### **1. Acceptance of Licensee Terms**

- a. Consumers shall be bound by Alchemy Ltd's terms of service once service is requested for.
- b. By activating the service on (or after) the commencement date, you are reasonably regarded to have accepted our service terms.

#### **2. Misuse of Service**

- a. Consumers shall not misuse our services, misuse is including (but not limited to):
  - dishonestly obtaining services;
  - using services to send messages that are false, misleading, obscene, threatening or otherwise contrary to good taste, decency, or the Law.

### **Protection of consumer information**

Alchemy Ltd recognises the importance of clients' privacy. We take security very seriously and ensure the utmost care to prevent any unauthorized access to your personal information.

We use personal information collected from users and follow strict procedures in line with the laws of the Republic of Gambia.

We have set out below some important information about the personal information we may hold about you, and how we use it.

#### **1. Changes to our Privacy Policy**

We may make changes to our Privacy Policy from time to time.

Your continued use of our services and tools indicates your express agreement to the use of your personal information, as set out in our current Privacy Policy document.

## 2. **Maintaining Data Quality**

We take due care in ensuring that personal information provided by you is retained and processed in a manner that preserves its accuracy and that the information we obtain will be current and relevant for the purpose for which it is to be used.

- **Handling of Complaints**

We are fully committed to addressing all complaints, fully and fairly, and in a reasonable time frame.

- **Information to Consumers**

If you are unhappy with our services, please contact us and let us know how we can improve. It is through feedback that we can review and improve the overall service we provide.

If you have a complaint our formal internal complaints procedure is detailed below.

- **Faults Process**

Alchemy Ltd operates a customer service desk during working hours (9:00 am – 5:00 pm) local time, via telephone and outside working hours via e-mail.

Alchemy Ltd subscribers can contact the helpdesk via:

telephone: +220 4498791

email: [support@alchemymarketinggm.com](mailto:support@alchemymarketinggm.com)

Before you contact our support desk please check that you have ready the following information for reference purposes and to assist the helpdesk to solve any issues quickly and effectively:

- The service/services you are subscribed to,
- Your mobile number,
- Your username (if applicable),
- A brief but detailed description of your complaint.

- **Resolution Time**

We aim to deal with problems as quickly as possible, wherever possible, within 24hrs (working days). If there is no resolution within 24 hours it would be reasonable to expect that our help desk will inform you of a cause of action as soon as possible, and will continue to update you as they make progress.

- **Escalation**

If you are unhappy about the handling of a complaint at first instance, or unhappy about any aspect of the service you have received, your account or the way you have been treated by Alchemy or its representatives (particularly

when contacting the technical support or Customer Service desks) we have a robust escalation procedure. Please enact it by detailing the nature of your complaint in writing and mailing it to us at:  
Alchemy Ltd Gambia, Atlantic Boulevard, Cape Point.

- **Contacting You**

We respect your privacy and time. When necessary, we may need to contact you. In these instances, we will utilise your email address, mobile or fixed-line telephone number.

We may contact you to advise you on the outcome of investigations, error fixes, changes to terms and conditions or policies, as well as regarding follow-ups, or complaints our help desk agents may be unable to resolve during your initial contact.

- **Changes to Complaints Handling Process**

- Alchemy Ltd acknowledges all written complaints and endeavours to act upon them within five (5) working days (or as otherwise directed by the relevant watchdog or authority).
- Alchemy Ltd reserves the right to respond to Complaints either verbally (in person), by phone, or in writing (including email), but shall employ reasonable efforts to respond in the manner requested or preferred by the complainant.
- Verbal Complaints may be taken as acknowledged by Alchemy Ltd at the material time in which the complaint was communicated, but when the need arises you may be required and requested to submit your grievance in writing.
- Where possible, Customers shall be advised when they make a Complaint, of the expected course of action and timescale for investigation and resolution of the Complaint(s).
- If Alchemy Ltd regards the Complaint as malicious, frivolous or vexatious, the Customer shall be informed accordingly with every effort made to be respectful. If dissatisfied, the Customer shall have the further recourse described below.
- In any event, no Customer(s) Complaint shall remain unresolved for more than three (3) months, where clear and correct information can be received before this time.
- Alchemy Ltd shall implement processes to provide its customers with sufficient information and the means to enquire on the progress of their complaints. Such processes may include complaint reference numbers or other identifiers that may facilitate timely and accurate responses.
- Customers shall be advised by Alchemy of the outcome of the investigation of any Complaint, as well as of any relevant ensuing decision made by Alchemy Ltd regarding the matter.
- Where a Customer is dissatisfied with a decision, Alchemy Ltd shall give the Customer the option of pursuing the escalation process, whereby the decision may be examined by a suitably qualified person within Alchemy Ltd. If the Customer in question has already been provided with the benefit of Alchemy Ltd's escalation process and

where there are no further escalation processes, Alchemy Ltd shall inform the Customer accordingly.

- o In the event that a Complaint has not been resolved to the Customer's satisfaction, including as a result of any escalation process, within sixty (60) days of being communicated to Alchemy Ltd, it shall inform the Customer that he or she may refer the Complaint to the Commission.

- **Special Needs**

Alchemy Ltd is aware of its moral and legal obligations to differently-abled customers (including but not limited to customers with physical restrictions) as a result we readily offer many different services for customers with special needs. These services are designed to not only meet the demands of the current regulations but to also enable us to offer the best possible service to all of our customers.

- **Charges**

Processes for Complaint handling are provided free of charge to our customers. Nonetheless, we retain the right to impose a reasonable charge for processes where investigation of the complaint requires the retrieval of records going back further than twelve (12) months, and where retrieval incurs an unmanageable expense or significant inconvenience/ human resources. In the event that they are levied, these charges shall be identified, communicated and agreed with the subscriber before billing occurs.

- **Action on disputed charges**

- o When there is an unresolved complaint or billing dispute, the consumer shall be obliged to make payment of any outstanding amounts other than the amount that is specifically in dispute. We shall not impose any disconnection, additional charges in the form of credit management or interest regarding any service to which a Complaint or Billing relates while the dispute is being resolved.
- o We shall inform the Customer that, whilst the Complaint or Dispute, is being investigated, the Customer is obliged to make payment of any outstanding amounts other than the amount that is specifically in dispute.
- o Where we intend to take disconnection or credit management action against a Consumer regarding any amount that has been the subject of a complaint or dispute, we will specifically notify the Consumer before taking the intended action.

### **Retention of records**

Information collected and recorded as part of our complaints handling processes shall be retained by Alchemy Ltd for at least twelve (12) months after the resolution of a Complaint. Where the Law or other authority requires, this storage period will be longer.

Digital copies or scans shall be stored for 2 years.

### **Code compliance**

- **Licensee's Responsibility**

Alchemy Ltd takes the responsibility of code compliance very seriously and recognises the importance of developing and maintaining a good Code that is approved by the commission. Being committed to a continuous process of improvement in our operational performance, we seek, not only to comply with legal or mandatory requirements but also to proactively educate our employees about compliance. Furthermore, we commit to providing the required information to PURA and/or other regulatory bodies, as and when needed.

- **Compliance Monitoring and Reporting by the Commission**

Alchemy Ltd is in full support of PURA and/or other regulatory bodies and hereby committing to work with as well as customers to ensure that the service it delivers in terms of quality and customer support continues to meet and even exceed established standards and codes of conduct.

- **Consumer Complaints**

All complaints by consumers will first be lodged and dealt with by Alchemy Ltd in accordance with our Code.

Where a Consumer can lodge a complaint with the Commission and therefore does not initially contact us, the Commission will, in accordance with procedure, forward the complaint to Alchemy Ltd for resolution through our complaint handling process, as detailed herein.

- **Industry Complaints**

Industry complaints are those made by one Licensee against another regarding an alleged breach. Industry complaints will also include complaints by a group representing consumer interests or of a body such as a Consumer's Forum against a Licensee.

Where an Industry complaint is lodged with a Licensee, but where there is no evidence of the complaint being lodged with an authorized regulatory body, as well, the Licensee shall forward a copy of the complaint to the authorized regulatory body without delay, and will notify the complainant duly.

- **Commission Investigation**

PURA (and other regulatory bodies with jurisdiction) are empowered by law and thereby fully responsible for ensuring compliance. In addition, they have the authority to conduct investigations into complaints or breaches of code between Alchemy Ltd and our customers or between Alchemy Ltd and other providers.

- **Appeals Process** Where there is an unresolved dispute 60 days after the complaint has been lodged with us, you have the right to escalate the matter to our Head of Business: **Kim Buller**

**Via:** Alchemy Ltd, Atlantic Boulevard, Cape Point. The Gambia.

- **Opt-in and Opt-out Option**

- o Where a customer deems themselves dissatisfied, they may opt into our services afresh, (with or without recourse to our complaints processes) or they may opt-out of our services, so long as they have no outstanding payments or other obligations to be fulfilled.
- o Where it is agreed that the customer is grossly dissatisfied, the customer retains the same options – to opt into fresh services or to opt-out entirely. Parties will come to a mutual and reasonable agreement as to the financial aspect of the transaction to assure that both parties remain satisfied and within their legal rights.
- o For details of our services, interested parties wishing to take advantage of our services or any of the available packages should visit our website:  
or
- o Call to book an appointment to visit us at:  
Alchemy Ltd, Atlantic Boulevard, Cape Point. The Gambia.  
Call: 00220 4498791  
Office Hours: 09.00hrs – 17.00 (GMT) Monday-Friday

We are always happy to advise on the most appropriate services for your business or event, as well as to, wherever possible, meet your needs, by developing bespoke solutions.

### **Confidentiality**

We will treat any information concerning complaints or compliance in the strictest of confidence and will not disclose it to anyone other than in circumstances where instructions have been given by you, or where the Law mandates it. In any circumstance where we may be required by law to disclose information, (such requests normally come from Statutory Authorities, for example, Police Forces, EFCC and Excise Authority, Court of Law etc.), the disclosure will be strictly controlled and will be made fully in accordance with the laws of the Republic of The Gambia.