



ONECARD NCC LICENCE

OneCard TopUp Services Limited has received approval from the Nigerian Communications Commission (NCC) for its Individual Consumer Code of Practice (ICCP), effective from October 18, 2024. This code sets out guidelines to ensure consumer protection, fair service delivery, and efficient handling of complaints. In compliance with regulations, OneCard will publish the ICCP in a national newspaper, on its website, and across its social media platforms. This approval demonstrates OneCard's commitment to transparency and to enhancing customer experience in the top-up and payment solutions sectors. Customers can find more information on the OneCard TopUp Services website or by reaching out to their customer service team.

INDIVIDUAL CONSUMER CODE OF PRACTICE

INTRODUCTION

OneCard TopUp Services Limited is NCC licensed sales and installation Services Company involved in the sales of mobile operator airtime. We offers convenient top-up and payment solutions to service providers, public and private sector organizations and end users through various technologically driven channels like web, mobile and USSD.

We introduced our innovative universal recharge card for sales of Airtime recharge using one recharge PIN to top up all networks in 2013 in collaboration with the sales and distribution department of the Mobile networks.

We have a multipurpose recharge card which makes use of the 979 short code which is currently enabled for mobile airtime top up, electricity top up, cable TV top up, bank top up internet top up etc. Our Multipurpose recharge card provides a convenient way for our customers to apply cash to digital use and thereby enhancing the recharge system and commercially enabling more Nigerians.

In this Code we attempt to provide answers to a range of questions you may have about our services and to provide you with information on how and where you can obtain advice and help.

PART 1 – INTRODUCTION.

This Consumer Code of Practice (the “Code”) is published by OneCard TopUp services Limited further to the Nigerian Communications Commission’s (the “Commission”) requirement as contained in section 106 of the Nigerian Communications Act 2003 (in these Code referred to as “the Act”), which contemplates the development of a consumer code that would govern the provision of services by OneCard as a licensed value-added services Provider (Content Services using Short Code Numbers) in Nigeria.

The Code is to be read in conjunction with the Consumer Code of Practice Regulations 2022, The Nigerian Communications Act, 2003 and the Nigerian Communications Regulations 2019 as may be amended from time to time.

1.1- Definitions:

Terms used in this Code are given their ordinary meaning within the framework of the business and OneCard TopUp Services limited document. Clause headings are inserted for conveniences of reference only and shall not affect the interpretation of the Code. Words importing the plural shall, except where the context otherwise requires include the singular and vice versa: references to the masculine gender shall include the feminine or neuter genders and vice versa; and references to persons shall be construed as references to an individual firm, company, body corporate, statutory board, government body, incorporated body of persons, association or trust as the context may require.



1.2- **Purpose Of Code:**

Pursuant to the Consumer Code of Practice Regulations 2007, Nigerian Communications Commission (NCC) has mandated all licensed value-added services (VAS) providers in Nigeria to provide a Consumer Code of Practice.

This Code of Practice:

- Describes the main services we provide to our customers.
- Explains how to contact us about these services.
- Explains the customer's rights and obligations.
- Describes 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.

1.3- **Application Of Code:**

The code shall govern the provision of Services to consumers by OneCard TopUp Services Limited. In the event of the conflict between the code and the general code, to the extent that the terms of the codes are not less favourable to the consumers than the general code, this code shall apply.

- OneCard shall provide the consumers with information on their services that is complete, accurate, and up-to-date and in simple, clear language.
- This would be made available to both the customer service department of the company, web portal.
- OneCard Shall endeavour 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 the current services, arrangements ,including information about the services offered to the public.
- OneCard shall also endeavour to ensure that subscribers have good Services level Agreement.

1.4- **Code Administration:**

This Individual Consumer Code of Practice outlines the principles and commitments of OneCard TopUp Services Limited to ensure fair and transparent practices while serving our valued customers. This code aims to provide clarity on the rights and responsibilities of consumers using our services. A genuine tool for attaining our commitment to our customers is by conceiving and ensuring a very high level of customer responsiveness in our operations.

In this regard, this Code of Practice describes the provision of complete and accurate information to consumers for services; advertising and representation of services; consumer billing, charging, collection and credit practices; consumer obligations; Protection of consumer information; complaints handling; and code compliance. The Code gives a general overview of services proffered to consumers; incisive information on contacting us about our services and subscribing to any of our services; Comprehensive list of all consumers 'rights and obligations.

1.5- **Code Amendment :**

OneCard TopUp Services Limited may amend this Consumer Code from time to time in conformance to set guidelines that may be required by law or by the NCC.

PART 2- PROVISION OF INFORMATION TO CONSUMERS:

OneCard shall as much as possible endeavour to provide its customers with information that is complete, accurate, and up-to-date stating its services in simple and clear language.

OneCard shall endeavour to respond in a timely manner to Consumer requests for information on its 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 and also stated on our web site.
- b. Services that are subject to price or tariff regulation by the Commission shall be described in service tariff pages published in an accessible form, including being made available at designated company offices and on OneCard web site
- c. In the event that OneCard decides to publish subscriber directories in the future, the terms of service shall be printed in the front section of such directories; and
- d. Where OneCard carries out a review or any change in price for services, such change shall only be implemented after receipt of prior approval of the Commission and the affected Consumers shall thereafter be appropriately notified of the price change(s) in an effective manner.

2.1- Description of Services:

- OneCard offers convenient top-up and payment solutions to service providers, public and private sector organizations and end users through various technologically driven channels like web, mobile and USSD.
- We are NCC licensed sales and installation services company involved in the sales of mobile operator airtime.
- We introduced our innovative universal recharge card for sales of Airtime recharge using one recharge PIN to top up all networks in 2013 in collaboration with the sales and distribution department of the Mobile networks.
- We have a multipurpose recharge card which makes use of the 979 short code which is currently enabled for mobile airtime top up, electricity top up, cable TV top up, bank top up internet top up etc.
- Our Multipurpose recharge card provides a convenient way for our customers to apply cash to digital use and thereby enhancing the recharge system and commercially enabling more Nigerians.

2.2- Service Contracts:

- OneCard shall make available on request, a copy of a contract or agreement for the provision of services, set out in plain and clear language.
- OneCard shall ensure that prospective customers receive full information on the terms and conditions applicable to the service prior to the provision of the service. Such information will include the applicable rates or charges, the services covered by the charge and information on the elements of the charge and method of its calculation; the frequency of the charge or other circumstances that give rise to the charge; and whether the charges or elements thereof are subject to change from time to time. Where such charges are subject to change, the customer will be informed of the circumstances of such changes

2.3- Pricing Information:

- Before a contract for service is entered into, OneCard shall inform the Consumer of:
 - The applicable rates or charges;
 - What the charges include;
 - Each part or element of an applicable charge, and the method of its calculation;
 - The frequency of the charge or other circumstances that give rise to the charge;
 - 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.

2.4- Contract Terms and Termination:



- a. All terms and conditions of a contract regarding the provision of any of OneCard TopUp Services Limited services shall be clearly stated in the contract or agreement. Furthermore contracts entered into by OneCard with its customers shall have a specific duration which shall commence on a definite date to be stated in the contract. And shall terminate on a certain date albeit in accordance with the termination provisions in such contract
- b. All contracts for service itself shall contain information regarding the following
- c. Information of the term of the contract (the commencement date; minimum contract term; minimum contract period and term, Consequences of termination; situation when early termination is possible and the method of calculating charges payable on such early termination
- d. The conditions and terms of renewal of the contract, if applicable
- e. Terms and conditions relating to situations that may give rise to interruption, suspension or discontinuation of the service
- f. Terms and conditions relating to the delivery, or activation of the service
- g. Information on the service quality level offered and the waiting time.
- h. Information regarding any compensation, refund or other arrangements which may apply if contracted quality service levels are not met
- i. The procedures and methods of resolving disputes in respect of the service contract, Information on any contractual warranty relating to the services and how such warranty may be obtained. In addition, information on system maintenance services offered by OneCard shall be provided to the customer prior to the parties entering into a contract for services.
- j. Where a contract for services is subject to upgrade options, OneCard will provide its customers with clear and complete information regarding the upgrade terms, including any changes in service performance and any fees or charges resulting from the upgrade.

2.5- Product Warranties and Maintenance;

At the point of entering into a contract to provide services,

- a. OneCard shall ensure that Consumer is duly notified of 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, the Consumer shall be informed of how and where it is available.
- b. OneCard will provide specific information regarding any maintenance services offered with respect to its product offerings

2.6- Fault repairs and Service interruption:

- a. OneCard shall implement the facilities and processes needed to permit Consumers to report faults 24 hours a day.
- b. OneCard shall comply and shall cause its agents to comply with the relevant fault repair standards set out in the Commission's Quality of Service Regulations.
- c. OneCard shall endeavour to give advance warning of anticipated service disruptions or planned outages, including details of the disruption or outage, the services and service areas to be affected and any applicable compensation or other remedies.
- d. In the event of force majeure such as floods, fire outbreak and storms OneCard shall endeavour to rectify the fault within such period of time as may be reasonable in the circumstances.

2.7- Subscription of Service:

OneCard Customers may subscribe to the service via a convenient electronic or web channel OneCard upon receipt of subscription will issue email or short message services confirmation.



PART 3- ADVERTISING AND REPRESENTATION OF SERVICE:

OneCard shall comply with the Advertising Practitioners Council of Nigeria's (APCON) Code of Advertising Practice and all applicable Rules and Regulations with respect to advertising and representation of the promotion of its services to the general public.

OneCard shall ensure:

1. That all known or reasonably foreseeable geographical or technical limitations with respect to availability of services or which may affect the performance of services to consumers is clearly indicated on advertising materials used in the promotion of a service.
2. That all known or reasonably foreseeable limitations with respect to a service offering shall be clearly stated in its advertising materials if such a limitation will restrict the service offering to:
 - (a) Particular group of people
 - (b) Particular zone, region or other geographical within the country
 - (c) Particular period of time; or
 - (d) Through the limited availability of equipment, facilities or other materials.

3.0- Availability of Services:

OneCard Services are available on all mobile networks; however our services are network dependent, services will be restricted to certain areas within Nigeria where mobile network service is available as contained in promotional materials.

3.1- Disclaimer

OneCard TopUp Services Limited includes disclaimers to address situations where service provision may be impacted by circumstances beyond our control, including events of force majeure.

3.2- Advertising of Packaged Services:

Where OneCard represents in advertising materials that a service is provided as part of a package, OneCard shall ensure it is able to supply all components of the service package. In the event it is or may be unable to supply any component of the package, appropriate information about this limitation shall be included in the advertising materials apply to obtain the component at the stated price.

This is also to ensure that OneCard is able to supply all components of a service package which it represents as part of that package and where it is unable to do so, to provide information on any limitations in the advertising materials. Further to the above, where the price of such component is indicated in the advertising material, OneCard shall include a statement on the minimum total charge for the package as well as any conditions applicable thereto.

That is shall not engage in unsolicited telemarketing marketing without express consent of the subscribers.

3.3- Unsolicited Telemarketing:

In the event that it engages in unsolicited telemarketing OneCard shall disclose

- (a) At the beginning of the communication, its identity or that of the other person on whose behalf the communication 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 and that OneCard shall specifically identify during the communication.
- (d) OneCard shall not engage in unsolicited telemarketing without express consent of the customers.

PART 4- CONSUMER BILLING, CHARGING, COLLECTION AND CREDIT PRACTICES;

The purpose of this section is to describe OneCard's Customer billing, charging, collection and credit practices in line with the Nigerian Communication Commission's (NCC) General Consumer Code of Practice.

OneCard's policy on Customer billing, charging, collection and credit practices shall ensure that:

- a. Billing is accurate and timely and that the billing accuracy is verifiable. Sufficient information shall be provided on the invoices for verification by the customer;
- b. Upon request, the customer is provided with timely, accurate and current information on OneCard's billing terms and conditions as well as options which are relevant to the customer;
- c. Records of customer invoices and related charges are retained.

4.1- Billing information:

OneCard shall ensure that customer bills shall include sufficient information including but not limited to the following:

- Customer billing name and address
- OneCard's business name, address and registered number
- Bill number as a unique identifier;
- The billing period;
- Description of the charges based on the contract to which the bill applies;

4.2- Itemization of Charges:

- a. OneCard shall ensure that Consumers have access to itemized details of all charges, either on the bill or on a separate statement provided by OneCard upon request
- b. Unless otherwise requested by or agreed with the Consumer, OneCard shall provide itemized details during the current billing period and where applicable
- c. OneCard shall inform Consumers of the notice period required to obtain itemized billing. In addition, OneCard shall ensure that itemized details contained in previous bills are available for 12 months, or any longer period required by law.
- d. OneCard shall not charge Consumers for bills or billing related information, except where the Consumer requests information not required to be provided under this Code such as requests for billing details more than one (1) year old.
- e. OneCard 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.
- f. Customer shall not be charged for bills or billing related information, except where the Customer requests information not provided under the General Code of Practice of the Commission

4.3- Timing for issuance of Bill:

- a. OneCard shall process and issue bills within 10 days of the closure of each billing period
- b. Bills shall be issued as provided in the service contracts. A bill shall include all charges incurred during the billing period except where:



- c. There exists a separate agreement with the Customer to the contrary; or there is a delay as a result of OneCard's inclusion of information from other suppliers or service providers in the bill; or
- d. there is a delay as a result of a change initiated by the Customer, such as where the Customer has requested a different billing frequency or billing period; or 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 OneCard.

4.4- Receipts and Consumer Payment Advice:

OneCard shall ensure that Customers are able to verify their bill payment through designated Account Managers; telephone confirmation by calling a specified number or such other appropriate and accessible methods as may be made available by OneCard.

4.5- Billing Frequency:

OneCard shall provide Customers with sufficient advance notification of any proposed changes in billing periods, such advance notification to be at least equal to three (3) of its otherwise applicable billing periods (i.e. at least 3 months in advance where the billing period being changed is monthly).

4.6- Non-Payment of bills

Where a customer has not paid all or part of a bill for services provided, any measure take by OneCard shall:

- a. Be proportionate and not unduly discriminatory; and
- b. Be accompanied by appropriate warning to the Customer 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.
- d. "Appropriate warning" means a notice in writing, giving the customer notice of service interruption or disconnection delivered via email, or by letter addressed to the customer at his last known address. The notice shall also confirm the time frame not being less than the time frame stated in the customer's service contract with OneCard.

PART 5.-CONSUMER OBLIGATIONS:

5.1- Acceptance of license terms:

Consumers shall be bound by OneCard'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 OneCard's service terms on any commencement of use of the service that follows adequate communication by the OneCard of its service terms.

5.2- Reselling services without authorization:

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

5.3- Reprinting Of products without permissions:

Consumers shall not reprint or customize OneCard products except as permitted by the agreement of OneCard product or services rendered.



5.4- Dishonest Churning:

Consumer may be tempted to accumulate payment arrears with OneCard for services used, then 'switch' service to another Competitor without settling payment with OneCard. This type of "dishonest churning" by Consumers constitutes an abuse of a competitive market. In order to prevent this abusive behaviour, Consumers shall be required to settle valid payment arrears with OneCard before switching to another service provider. OneCard 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.

PART 6- PROTECTION OF CONSUMER INFORMATION:

Purpose:

The purpose of this section is to reaffirm our obligation to the protection of consumer information. OneCard also recognizes its responsibility in instances of permitted disclosure of consumer information in certain instances of the "authorized interception of communications" by the Commission.

6.1- Data Gathering:

OneCard may collect details relating to a customer only if relevant and necessary for the provision of the service or product that OneCard is engaged to provide, or for other legitimate purposes made known to the customer prior to the time the details are collected. In the course of our business and in the provision of our services, the Company collects information on its customers and in certain cases, information on end users are disclosed to us by our customers. In this part of the Code, references to the collection of information include collection of details by active request or inquiry and collection of details by passive recording of actions or activity.

6.2- Data Sharing:

OneCard will use details relating to a customer only for permitted purposes which include:

- OneCard's internal marketing, billing or other purposes necessary for the provision of the service;
- Purposes made known to the customer prior to the time the details are collected;
- Other purposes with the prior consent of the customer whether given expressly.

OneCard may also be required to disclose confidential information about a customer where disclosure is mandated or required. Instances of this include; where disclosure is required by Law or by a Court of Law; where disclosure is Required by a statutory organization (such as the Police); where disclosure is required by a regulatory body (such as the Commission); or where disclosure is in the Public Interest or in the interest of the Company to disclose.

PART 7- COMPLAINT HANDLING

7.1- Information to Consumers:

1. OneCard 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. OneCard shall ensure that Consumers can easily identify how a complaint may be lodged, either at an OneCard'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 OneCard 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 OneCard s, and processed in accordance with identified practices and procedures.

7.2- Special needs:

1. OneCard will make adequate provision to ensure that people with physical disabilities or other special needs are able to access her 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, OneCard will provide reasonable assistance.

7.3- Complaint processes:

- a. OneCard maintains Customer Complaints Handling procedures which ensure that:
- b. Information on OneCard's complaint handling processes is provided in various media and formats and is easily understandable;
- c. Customers are aware of, and can easily identify how a complaint may be lodged and any changes in the Complaint Handling Process shall be made available to the customer.
- d. OneCard shall ensure that customers with physical disabilities or other special needs are able to access its Complaint Handling Process either by themselves or their authorized representatives or assigns.
- e. Timelines are established for the resolution of complaints;
- f. A Dispute resolution process is established, including the right of the Customer to refer any complaint to the Commission if dissatisfied with the resolution of the complaint by OneCard.
- g. OneCard TopUp Services operate a customer service desk which is reachable during working hours from 8:00am to 5:00pm and outside working hours via e-mail and Whatsapp. All consumers can contact the careline via telephone; 02015200979 email: care@onecardnigeria.com, info@onecardnigeria.com
- h. Before a consumer contacts our support desk, the consumer is advised to ensure that they have all their details of the service subscribed to, consumer's mobile number, username (if any) and summary of the complaint. This will enable OneCard process and resolve their complaints quickly. Verbal complaints are seen as acknowledged at the time complaint is communicated.
- i. All customer complaint(s) would be treated with the highest degree of professionalism by OneCard's customer facing staff and with deference to the customer's right to complain.
- j. OneCard shall acknowledge written complaints and act on these within time frames set out in the Commission's Quality of Service Regulations (or as otherwise directed by the Commission from time to time).OneCard shall take reasonable efforts to ensure that the response to the complaints is in the manner requested by the customer. Non-written complaints shall be taken as acknowledged at the time the complaint is communicated to OneCard.
- k. Where possible, OneCard shall advise a customer when a complaint is made, of the expected actions and timing for investigating and resolving the complaint.

7.4- Charges:

Complaint handling processes shall be provided free of charge. But in a case where by dispute involves a third party or regulatory requirement which may have any incremental expense or significant inconvenience to OneCard. Consumer might be charge but any of such charges shall be identified and agreed to by the Consumer before being incurred.



7.5- Further Recourse:

A customer who is not satisfied with the resolution process provided by OneCard may escalate the complaint to

The General Manager

OneCard TopUp Services Limited

info@onecardnigeria.com

Where all afore-mentioned options to resolve a complaint is exhausted without a successful resolution, the customer may within sixty (60) days, escalate the complaint to the Commission.

7.5- Action on disputed charges:

- a. OneCard shall avoid imposing any charge regarding any service to which a complaint or billing dispute relates while the complaint or dispute is being investigated.
- b. OneCard 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.
- c. Where OneCard intends to take action against a Consumer regarding any amount that has been the subject of a complaint or dispute, the OneCard will specifically notify the Consumer before taking the intended action.

7.6- Data collection and analysis of complaints & outcome:

- a. All records pertaining to customer requests received would be logged on a database and the information therein will be archived from time to time and stored to enable ease of retrieval for future reference.
- b. All logged queries shall carry a reference number, which the customer or Customer handling staff can use to call up the query at any time in the future.

7.7- Changes to complaint handling processes:

OneCard shall update any information regarding her complaint handling and tracking processes as appropriate, including information provided to Consumers or the Commission.

7.8- 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.

PART 8- CODE COMPLIANCE

OneCard's Responsibilities

- a. OneCard shall ensure that it adheres to the provisions of this code and all other statutory and regulatory instruments governing the provision of service to its customer.
- b. OneCard shall similarly do all that is reasonably within its powers to ensure that its employees and other third parties engaged by OneCard to provide service to customers observe a similar level of compliance.

Compliance Monitoring and Reporting:

- a. As a customer-centric organization, OneCard maintains internal mechanisms to monitor compliance with its obligations under this Code.
- b. OneCard shall ensure that customers are able to take advantage of these internal monitoring mechanisms to facilitate compliance with its obligations set out in this Code.

Customer Complaints regarding Compliance:



- a. Customers who are dissatisfied with the resolution of their complaints or who otherwise have reasons to believe that any provisions of this code has been breached shall obtain immediate redress by escalating such complaints as detailed in this code.
- b. While OneCard shall ensure that all customer complaints escalated in accordance with this code are resolved to the customer's satisfaction; a customer dissatisfied with the steps taken shall be at liberty to escalate the complaint to the Consumer Contact Center or other mechanism maintained by the Commission for the resolution of complaints.

Industry Complaints

- a. OneCard operates under strict ethical guidelines which require that it competes fairly and ethically. Competitors and trade partners who have any reason to believe that they have been unfairly treated by OneCard are entitled to have their complaints resolved to the mutual satisfaction of all parties.
- b. Complaints by trade partners shall be resolved in accordance with the provisions of the trade or other agreement between OneCard and the concerned trade partner.
- c. Complaints by competitors shall be resolved in accordance with the provisions of the relevant statutory and regulatory instruments (including, but not limited to the Competition Practices Regulations for the time being in force).

Nigerian Communications Commission Investigations:

Consistent with its commitment to ensure full compliance with all statutory and regulatory instruments, OneCard shall extend full co-operation to the Commission in its investigation activities according to the provisions of the Nigerian Communications Act and other instruments in that regard.

Appeals Process:

The escalation process detailed in this code shall constitute the appeals process for the resolution of disputes. This shall however be without prejudice to the rights of customers dissatisfied with the outcome of the resolution process to appeal to the Customer Contact center or other mechanism provided by the Commission for redress under such terms, and within such frameworks as the Commission may prescribe.

Confidentiality:

OneCard shall maintain the highest level of confidentiality in the provision of services to its esteemed customers and in the resolution of disputes arising from the provision of such services.

For the avoidance of doubt, OneCard shall observe the confidentiality obligations set out in this Code in the resolution of disputes.