# 0 BUSINESS CTICES The only official version of this document is the electronic one found in the Document Manager Database, any electronic opprinted copy is an uncontrolled document and must be verified against the official version. The content of this document private and may not be modified, duplicated or released to third parties without the written consent of the developer.

# Codes of business practices



# **Historical versions**

Version	Update	Responsible	Date
1.0	Document creation	Legal	-
1.1	Update	Legal	20/12/2022
1.4	Format and design	Process	20/02/2024
1.5	Translation to English	Translation area	21/02/2024

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### CONTENT

- 1. Customer service processes, including clarifications, fault reporting, cancellations, bonuses, refunds, equipment replacement, and mediation in case of disputes.
- 2. Description of the services that are marketed.
- 3. Forms and times of measurement, appraisal, and collection procedures for services.
- 4. Quality levels and commitments are offered in each of the services it sells.
- 5. Telephone, email, and customer service center to contact their system for clarifications, complaints, and repairs.
- 6. Maximum deadlines for procedures and resolution of clarifications, complaints, repairs, and the realization of the corresponding bonuses.
- 7. In the event of a service package change, the form in which proof of the same or the new contract will be delivered to the user or subscriber.
- 8. Service cancellation policy, without prejudice to the user or subscriber settling the accumulated debts.
- 1. CUSTOMER SERVICE PROCEDURES, INCLUDING THOSE CONNECTING TO CLARIFICATIONS, FAILURE REPORTING, CANCELLATIONS, BONUSES, REFUNDS, EQUIPMENT REPLACEMENT, AND MEDIATION IN CASE OF DISPUTES.
  - a) Clarifications, bug reports, cancellations, bonuses, and refunds.

As the parties negotiate these agreements, the clarifications, fault reports, cancellations, bonuses, and refunds that, if applicable, are presented will be carried out per the provisions of the contract entered into with the user.

b) Mediation in case of disputes.

As these are contracts negotiated by the parties, if mediation is carried out in the event of disputes, it will be carried out following the provisions of the agreement entered into with the user.

- 2. DESCRIPTION OF THE SERVICES THAT ARE SOLT.
  - a) Fixed Telephony Services (Voice)
  - b) Short Message Service.
  - c) And all those services that are authorized from time to time.
- 3. CONDITIONS AND TIMES OF MEASUREMENT, APPRAISAL, AND COLLECTION PROCEDURES FOR SERVICES.
  - a) Forms and times of measurement.

The start date of charge for the services will be the exact date on which the provision of these services begins, even if the user does not use them or cannot use them.

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SPARK will deliver to the user, following the periodicity indicated on the contract cover, an invoice, which will contain the specific data of the contracted services and the description of the consideration, costs, and other applicable concepts. Said invoice, with the user's prior authorization, will be sent to the email account indicated by the user for these purposes or, where appropriate, the user may consult the invoice at SPARK's address at least ten calendar days in advance of the expiration date of the term for payment of services.

However, the user or SPARK may subsequently use any other means of consulting the account mentioned in the earlier statement and/or invoice.

## a) Rates.

The start date of charge for the services will be the exact date on which the provision of these services begins, even if the user does not use them or cannot use them.

### b) Collection strategies for services.

The services will be charged to the user from the day they are activated by SPARK, regardless of whether the user has used them or has not been able to use them for reasons attributable to the user. If the user, for any reason, does not receive the invoices for the monthly payment of the service, this does not exempt them from the obligation to pay on time for the service since it is their obligation to consult with SPARK about the amount they owe.

Payment for the provision of services will be made following what is defined in the respective contract. The invoice covering the amounts derived from the provision of services will be available to the user.

If the user fails to pay for a billing period, SPARK will suspend said services without liability to the user or third parties. If the user requests it and SPARK accepts, SPARK will restore the services; for this purpose, the user must previously cover any existing debts and default interest.

# 4. QUALITY LEVELS AND OBLIGATION OFFERED IN EACH OF THE SERVICES IT DEMANDS.

As the parties arrange these agreements, the quality levels and commitments will be carried out per the contract's provisions entered into with the user.

# 5. TELEPHONE, EMAIL, AND CUSTOMER SERVICE CENTER TO CONTACT THEIR SYSTEM FOR CLARIFICATIONS, COMPLAINTS, AND REPAIRS.

The SPARK office is located at Presidente Masaryk Ave. Masaryk 29 floor 1, office 16 Polanco, 5th Section, Miguel Hidalgo, CDMX 11560. Office hours are Monday to Friday from 9:00 a.m. to 6:00 p.m.

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The means of contact are:

On the website:

WhatsApp Chatbox

**Customer Service Email:** 

customerservice@sparktelecomm.com

Telephone contact:

+800 953 3030

6. HIGHEST DEADLINES FOR THE OPERATIONS AND SOLUTION OF CLARIFICATIONS, COMPLAINTS, REPAIRS AND FOR THE IMPLEMENTATION OF THE CORRESPONDING BONUSES.

If, for causes directly attributable to SPARK, the services are not provided in the manner and terms agreed upon in the contract signed with the user, SPARK will not charge the said user for the service not provided or that was stopped from being provided. In the case of a fortuitous event or force majeure, the conditions mentioned above will apply to the user's benefit if the service interruption exceeds 24 consecutive hours, counted from the time the user files the respective report. The user must promptly report the event to SPARK following the provisions of the contract signed with SPARK. The bonuses will only apply if the user is up to date with their payments.

7. IN THE EVENT OF A CHANGE OF PACKAGE OR SERVICE, THE WAY IN WHICH PROOF OF THE SAME OR THE NEW CONTRACT WILL BE DELIVERED TO THE USER.

In the event that the user decides to make a package or service change, the following procedure will be followed:

- a) Negotiation of the contract by SPARK with the user.
- b) Subscription and delivery to each of the parties of their original contract.

# 8. SERVICE CANCELLATION POLICY, WITHOUT PREJUDICE TO THE USER LIQUIDATING THE ACCUMULATED DEBTS.

To cancel the service that the user has contracted, they must:

- Send by email to the email address of your executive, or to the email address atencionaclientes@sparktelecomm.com, a letter signed by your legal representative or by the individual who contracted the services, with the cancellation request, including the information of the account number, service to be canceled and the reason for cancellation.
- 2. Within the next 72 hours, the user will receive the cancellation notification by the same means, or will be informed if there is any pending balance, so that they can proceed with the respective payment and be able to carry out the cancellation of the services.

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