

Airtime Credit Loan and Service Charge/Fee by Telecommunications Service Providers in Nigeria: Islamic Law Perspective

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Abstract: The paper focuses on the Islamic Law perspective of airtime credit loan and service charge/fee. When a telecommunication customer runs out of airtime, he has to go out to buy a recharge card and top up his account. There may be situations when customer cannot go out to buy recharge card especially during late night hours, while travelling, etc. Under these emergency situations, a customer is not able to make call due to low balance and there is opportunity loss to network service providers and the customer. Now, network service providers offer solution to such customers who have consumed their airtime and cannot go out immediately to buy recharge card. Customers can send request to avail the facility of airtime credit by sending text on the short codes. Customers will repay this airtime credit loan by recharging their account and the credit airtime will be automatically deducted from their balance, while the service provider deducts service charge/fee. The paper discusses the modus operandi of airtime credit loan as well as service charge/fee by GSM service providers in Nigeria. It was observed that though the word Loan is used, it does not imply the Loan transaction under Islamic Law. Therefore, it is recommended that Muslim GSM customers are free to patronise the airtime credit loan because it is not prohibited.

Keywords: Airtime, Credit, Loan, Service Charge, Islamic Law.

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I. Introduction

The focus of this paper is the Islamic Law perspective on airtime credit loan (ACL) and service charge or fee by telecommunications service providers in Nigeria. Currently, when a customer runs out of recharge, he has to go out to buy a recharge card and top up his account. Sometimes, there are situations when customer cannot go out to buy recharge card especially during late night hours, while travelling, etc. Under these emergency situations, a customer is not able to make call due to low balance and there is opportunity loss to network service providers and the customer. Now, network service providers offer solution to such customers who have consumed their airtime and cannot go out immediately to buy recharge card. Customers can send request to avail the facility of airtime credit by sending text on the short codes. Customers will repay this airtime credit loan by recharging their account and the credit airtime will be automatically deducted from their balance. In this connection, this paper defines airtime credit which is popularly known as 'airtime' and/or 'credit'. It also defines what airtime credit loan and service charge/fee means according to respective Global System for Mobile Cellular Communications (GSM) network service providers and give a detailed account of how the airtime credit loan and service charge/fee operate. The paper further analyses the Islamic Law perspective on the transaction.

II. Meaning Of Airtime Credit Loan

An airtime credit is a credit purchased to give a specific amount of airtime (talk time).¹ Airtime is the actual time one spends talking on his/her cellphone. It is the time spent communicating using a mobile phone. The time is usually tracked by wireless carriers (service providers) to determine billing charges. Usage includes sending or receiving calls and other wireless transmission such as faxes, e-mail or data files. Most wireless carriers charge for a whole minute even if only part of a minute is used.² Airtime has also been described as the time measured by mobile phone operators (or carriers) when they calculate one's bill. It is typically measured in

¹ <<http://blog.ecocarrier.com/tag/what-is-airtime-credit/>> accessed June 5, 2017.

² <<http://www.phonescoop.com/glossary/term.php?gid=17>> accessed June 5, 2017.

minutes for voice calls;³ and it is used to pay for calls, texts and data.⁴ In other words, it is the actual time subscribers spend talking on cellular phones.⁵

Undoubtedly, respective network service providers have offered different names and descriptions of what airtime credit loan connotatively mean. Xtratime by MTN, Borrow Me Credit by Glo, Easy Credit by 9mobile and Extra Credit by Airtel. MTN Xtratime is a service that allows eligible customers access airtime on credit when their account balance is too low to have ordinarily continued with an on-going call. The airtime received on credit can be used for all chargeable activities⁶ particularly on the MTNN network.⁷

Glo borrow me credit is a service that allows active globacom prepaid customers to request for airtime when they run out of airtime and are expected to pay back on their next recharge within a specified period.⁸

Easy credit by 9mobile is a service that gives all prepaid customers a more flexible way to top up. They can borrow airtime for voice, data and additional services on the 9mobile network and repay the loan on their next recharge.⁹

Extra credit by Airtel is a credit advance service for prepaid customers who are required to repay the credit loan within three days. The airtime can be used to make calls to other networks. This service is open to all subscribers who have been on the Airtel network for at least three months.¹⁰

III. Meaning Of Service Charge/Fee

Service charge is a fee charged for a particular service often in addition to a standard or basic fee. It is also called service fee.¹¹ It is an amount of money added to the basic price of something to pay for the cost of dealing with the customer.¹² It can also be defined as a type of fee charged to cover services related to the primary product or service being purchased.¹³ In other words, service charge is an additional fee for service on top of any normal charge.¹⁴ This service fee so charged by GSM mobile operators ranges from 15% to 20% of the total amount of airtime credit loan advanced to customers.¹⁵

IV. Modus Operandi Of Airtime Credit Loan And Service Charge/Fee By Gsm Network Service Providers

i. MTN Xtratime by MTN Nigeria

MTN Xtratime is a service that allows eligible customers access airtime on credit when their account balance is too low to have ordinarily continued with an on-going call. The airtime received on credit can be used for all chargeable activities on the MTNN network. MTN Xtratime is available to active prepaid MTNN customers.¹⁶ Other eligibility criteria include:

- SIM¹⁷ must be prepaid
- SIM must be registered
- Customer's main account balance must be between ₦0 and ₦12
- MTN's consideration of customer's monthly recharge frequency
- MTN's consideration of customer's average monthly spend

³ <<http://www.knowyourmobile.com/glossary/airtime>> accessed June 5, 2017.

⁴ <<https://www.google.com.ng/search?q=what+is+credit&oq=what+is+credit&sourceid=chrome&ie=UTF-8#q=what+is+airtime+credit>> accessed June 5, 2017.

⁵ <<http://www.webopedia.com/TERM/A/airtime.html>> accessed June 5, 2017.

⁶ Voice calls, SMS, MMS, Prepaid Data Bundles, Premium rated services, BlackBerry from MTN, MTN Backup, MTN Caller Tunez, MTN Play, Other current and future VAS services.

⁷ <<http://www.mtnonline.com/Xtratime>> accessed March 31, 2017.

⁸ <<http://www.gloworld.com/ng/vas/lifestyle/borrow-me-credit/borrow-me-credit-faqs/>> accessed March 31, 2017.

⁹ <<http://9mobile.com.ng/vas/easycredit/>> accessed March 31, 2017.

¹⁰ <<http://www.africa.airtel.com/wps/wcm/connect/africarevamp/Nigeria/Home/personal/voiceandtext/vas/extra-credit>> accessed March 31, 2017.

¹¹ <<https://www.merriam-webster.com/dictionary/service%20charge>> accessed June 6, 2017.

¹² <<http://dictionary.cambridge.org/dictionary/english/service-charge>> accessed 6th June 2017.

¹³ <<http://www.investopedia.com/terms/s/service-charge.asp>> accessed June 6, 2017.

¹⁴ <<http://www.yourdictionary.com/service-charge>> accessed June 6, 2017.

¹⁵ The rate of amount charged depends on the network.

¹⁶ <<http://www.mtnonline.com/XtraTime>> accessed March 31, 2017

¹⁷ Also known as a *subscriber identity module*, is a smart card that stores data for GSM cellular telephone subscribers. Such data includes user identity, location and phone number, network authorization data, personal security keys, contact lists and stored text messages.

- Customer must have paid up any previous Xtratime request and the charges associated thereto.¹⁸

Customers can access MTN Xtratime by dialing Unstructured Supplementary Service Data (USSD) code: *606# and then pressing 1 and send or reply. The available amounts that can be borrowed will then be displayed for a customer to choose from. For successful transactions, the following notification is received: “Yello! Your account has been credited with NGNxxxx MTN Xtratime advance which will be deducted from your next recharge. A service fee of 15% has been deducted for this transaction. Thank you.”¹⁹

The available airtime bands on Xtratime are:

- ₦50 XtraTime
- ₦100 XtraTime
- ₦200 XtraTime
- ₦400 XtraTime
- ₦500 XtraTime
- ₦750 XtraTime
- ₦1,500 XtraTime
- ₦3,000 XtraTime.²⁰

When an eligible customer requests for Xtratime, the Xtratime credit will be loaded in a special Xtratime account once the request is approved. Customers can then check their special Xtratime account balance by dialing *606#. MTN Xtratime credit does not have a validity period or expiry date and applicable rates per service class will apply for all services charged from the Xtratime account. For example, for a customer on the BetaTalk²¹ service class, all calls paid for using Xtratime will be charged at existing BetaTalk rates. A customer will not be able to transfer credit from his/her Xtratime account using MTN Share ‘n’ Sell²². However, any airtime that is transferred into the customer's account via Share 'n' Sell will be used to pay off any MTN Xtratime loan still outstanding.²³ Once Xtratime credit is exhausted, customers will not be able to perform any other chargeable activities until the Xtratime borrowed is paid for. However, they will be able to call customer care or any other toll free number when they exhaust their Xtratime credit. To payback Xtratime, a customer must recharge his account via any of the available physical, logical or virtual recharge channels. The amount borrowed is first deducted from the recharge amount and the balance, if any, will then be loaded into the customer's main account.²⁴ For example if a customer owing ₦100 Xtratime does a recharge of ₦400, the ₦100 owed is first deducted from the recharge, then ₦300 is then loaded into the customer's main account.

Customers can check the Xtratime owed by dialing the normal balance enquiry code: *556#. In cases where the recharge amount is less than the outstanding Xtratime amount, subsequent recharges will be used to recover whatever is outstanding until the loan is fully recovered and in cases where the recharge amount is greater than the outstanding Xtratime amount, the Xtratime amount will first be deducted and the balance loaded into the customer's main account.²⁵ Where a customer has borrowed Xtratime and has not yet used it and then he recharges his line, the system will deduct the exact airtime that was borrowed by the customer, regardless of how much of the airtime he has actually used. For example, if a customer was given an advance of ₦100 and uses only ₦20 before he recharged with ₦200. ₦100 will be deducted from his recharge, and ₦100 will be credited to his main account. The original airtime borrowed will still be available for use at any time.²⁶

MTN Xtratime attracts a service charge of 15% of the airtime borrowed. For example, if ₦100 Xtratime is requested for, a service fee of ₦15 is first deducted, and the remaining ₦85 is credited to the customer's special Xtratime account. Customers can use the usual balance enquiry command (*556#) to check the outstanding Xtratime amount owed. This command will return a negative value showing the outstanding Xtratime amount.²⁷ Customers have to pay up all outstanding Xtratime credit to be eligible to use the service again. However, they can borrow Xtratime as many times as possible as long as they have no outstanding Xtratime payment.²⁸

¹⁸ Ibid.

¹⁹ Ibid.

²⁰ Ibid.

²¹ MTN BetaTalk is a prepaid tariff plan that rewards customers with 250% bonus airtime on every recharge of N100 and above.

²² Airtime transfer (Share ‘N’ Sell) is an MTN service one can use to send credit from his/her MTN account to other MTN customers.

²³ <<http://www.mtnonline.com/XtraTime>> accessed March 31, 2017.

²⁴ Ibid.

²⁵ <<http://www.mtnonline.com/XtraTime/faqs>> accessed March 31, 2017.

²⁶ Ibid.

²⁷ Ibid.

²⁸ Ibid.

i. Borrow Me Credit by Glo Nigeria

Borrow me credit (BMC) is a service that allows one to request for airtime when he/she has run out of airtime and expected to pay back on next recharge within a specified period. For a customer to be eligible for this service, he/she needs to be a loyal and consistent subscriber on Glo for at least four months and have a good usage history.²⁹ The Emergency Airtime Service allows active Globacom prepaid customers who meets the eligibility criteria set out in the table below to benefit from the service.³⁰

Denomination (₦)	Time on Network (Months)	Average Monthly Refills	Average Monthly Usage (₦)
50	4	0	200
100	4	0	400
200	4	0	800
500	4	0	2000
1000	12	0	5000

The above table shows the amount of borrow me credit which a customer can be entitled to depending on his recharge.³¹

To benefit from this service, a customer is required to send a request through a predefined short code (*321#) which will send him a prompt to create a pin and confirm it. Thereafter, the customer is required to request BMC through the predefined short code which will provide him with the amounts he qualifies for. To get specific denominations, a customer is to use the following short codes:

- *321*PIN*50# for ₦50
- *321*PIN*100# for ₦100
- *321*PIN*200# for ₦200
- *321*PIN*500# for ₦500
- *321*PIN*1000# for ₦1000³²

If BMC has been advanced, customers can use it to call other networks, make international calls and browse the internet. However, customers having an unpaid loan must settle it first before being eligible to apply again. Hence, customers are required to pay up for the loan within 72 hours failure of which they will not be able to access the service until they pay back the entire amount owed and it will adversely affect their credit rating which is important for qualifying for higher amounts in future. If a customer has taken a loan and he receives airtime through ME2U,³³ the loan amount will be recovered because any transaction that credits the main account triggers a recovery if the customer or subscriber has a loan. If a customer fails to pay his loan after 72 hours, he will not be able to access the service until he pays back the entire amount owed.³⁴

A customer can qualify for this product with any balance in his main account. The airtime so advanced is subject to a 15% service charge as represented below:

Denomination (₦)	Time on Network (Months)	Average Monthly Refills
50	5	42.5
100	10	85
200	20	170
500	50	425
1000	100	850 ³⁵

i. Easycredit by 9mobile

Easycredit is a service that gives an eligible customer a more flexible way to top up. A customer can borrow airtime for voice, data and additional services on the 9mobile network and repay the loan on his next recharge. This service is available to all pre-paid customers and can be used in the same way as normal airtime. A customer can borrow ₦50, ₦100, ₦200, ₦500 and ₦1,000 and can pay back the airtime loan in various ways,

²⁹ <<http://www.gloworld.com/ng/vas/lifestyle/borrow-me-credit/>> accessed March 31, 2017.

³⁰ Ibid.

³¹ Ibid.

³² Ibid

³³ Glo Me2U credit transfer is a service that allows a customer to transfer credit from a Glo prepaid line to any other Glo prepaid line.

³⁴ <http://www.gloworld.com/ng/vas/lifestyle/borrow-me-credit/borrow-me-credit-faqs/> accessed March 31, 2017.

³⁵ Ibid.

including recharge card vouchers, e-top up and transferred airtime from other customers – apart from borrowed airtime – can also be used.³⁶

Easycredit is not automatically available; a customer needs to ask for it via SMS and the USSD code: *665*3#. Also, he can find out if he is eligible for easycredit by dialing the USSD code or by texting STATUS to 665. A customer can dial *665*[Amount]# to borrow the available amount of the easycredit or text “amount” to 665. However, he will be charged 15% of the borrowed amount as a service fee. For example, when a customer borrows ₦50, he will receive ₦42.50 easycredit.³⁷

i. Extra Credit by Airtel Nigeria

Extra credit is a credit advance service for prepaid customers who have been on the Airtel network for at least three months. To benefit from this service, a customer can dial *500#. If advanced extra credit, customers will be required to repay the credit loan within three days. They will however be charged a service fee for the extra credit depending on the amount requested. The airtime so advanced can be used to make calls to other networks.³⁸

The airtime advance service allows prepaid subscribers who have been on the Airtel network for at least three months to receive and use extra credit. In addition to the aforementioned condition, a customer's SIM card must be registered in accordance with applicable regulations and his SIM card is not suspended or deactivated using Airtel's existing processes.³⁹

The applicable service fees⁴⁰ charged are: ₦25 denomination is 20% service fee on airtime advance amount. While on all other denominations, 15% service fee on airtime advance amount is charged. The table below gives details of service fees charged for each airtime advanced amount:⁴¹

Airtime Advance Amount (Naira)	Amount Advanced (Naira)	Service Fee (Naira)	Amount to be Recovered (Naira)
25	20	5	25
50	42.50	7.50	50
100	85	15	100
200	170	30	200
500	425	75	500
1,000	850	150	1,000
2,000	1,700	300	2,000 ⁴²

A customer may access the service by dialing *500# or via other means advised by Airtel from time to time. Customers may qualify for an airtime advance regardless of the airtime balance in their account. They may take as many airtime advances as they request for as long as they meet the service eligibility criteria and up to the maximum amount of airtime that they are eligible to receive. They are responsible for providing accurate information on the airtime advance amount that they require; an airtime advance request cannot be cancelled once it is submitted. The airtime advance is provided to customers subject to availability of airtime. The extra credit may be used as ordinary airtime to make calls and send SMS. Once an airtime advance is made, Airtel reserves the right to make deductions from a customer's airtime and without his prior consent until the airtime advance amount is recovered in full. The airtime advanced may be recovered in lump sum or instalments until it is recovered in full. In case a customer has received the maximum amount of airtime advance that he is eligible to receive, the advance ought to be repaid before further advances are made.⁴³

The service is not fault free; the quality and availability of the service may be affected by various factors including (but not limited to) acts of god, geographical topography, weather conditions, planned maintenance or rectification of systems used in delivering the service. Airtel and its service providers shall not

³⁶ <<http://9mobile.com.ng/vas/easycredit/>> accessed March 31, 2017.

³⁷ Ibid.

³⁸ <<http://www.africa.airtel.com/wps/wcm/connect/africarevamp/Nigeria/Home/personal/voiceandtext/vas/extra-credit/>> accessed March 31, 2017.

³⁹ Ibid.

⁴⁰ Airtel reserves the right to vary the service fee, service specifications and / or these Terms & Conditions from time to time.

⁴¹ <<http://www.africa.airtel.com/wps/wcm/connect/africarevamp/nigeria/home/personal/voiceandtext/vas/extra-credit/terms-and-conditions/>> accessed March 31, 2017.

⁴² Ibid.

⁴³ Ibid.

be held responsible for any delay in service delivery due to occurrence of a *force majeure* event or situation in relation to the service.⁴⁴

V. Islamic Law Perspective On Airtime Credit Loan And Service Charge/Fee

It is worthy of note that due to the fact that the two concepts of airtime credit loan and service charge/fee are new to Islamic Law in the sense that the primary sources of Islamic Law do not categorically cover the concepts. Nevertheless, secondary sources such as *Qiyas* (Analogical Deduction) are always applied in such situations to assess the legality or otherwise of such concepts. In line with the foregoing discussions, it is postulated that transactions in Islam may be generally classified into four, to wit: money to money transaction, money to commodity transaction, commodity to commodity transaction, and money to service transaction. Airtime credit loan perfectly fits in the fourth category (money to service transaction). This is so because the mere fact that Naira sign inscription is on the airtime credit voucher does not make it a currency, rather the worth of the airtime credit. The airtime credit voucher cannot be used to buy any valuable property despite the inscription of Naira sign on it and immediately a customer loads the airtime credit, he throws away the credit voucher with the Naira sign inscription which implies that it has outlived its purpose. Therefore, airtime credit loan is not the same as *Qard* (Loan) transaction in Islam which may attract *Riba* (Interest) if a difference is put on the worth of the Loan. Hence, the service charge/fee been charged for airtime credit loan has no link with *Riba* because the airtime being advanced is a service rendered by the GSM service providers and they are at liberty to increase or reduce the price for any customer, just like it is valid to sell ₦100 worth of airtime at the rate of ₦110 or ₦95. Therefore, the service charge/fee is payment for the service rendered. Jurisprudentially, *Shari'ah* is more concerned with “meaning” rather than the “name” of a thing. In this connection, the mere fact that the word “Loan” is added to the airtime credit loan as a concept does not necessarily make it a Loan.

In the same vein, airtime credit loan does not fall under the *Bay ila ajal* (Sale on Credit) transaction. This is so because *Bay ila ajal* transactions always involve sale of commodity (money to commodity transaction), even though, *Bay ila ajal* transaction is allowed in Islam. Deferred payment is usually higher than cash payment as explained in Imam As-Shaukani's *Nailul-Audar*.⁴⁵

According to a *Fatwa* delivered on 1st *Rajab* 1431 (equivalent to 13th June, 2010) in Pakistan, *Riba* (interest and/or usury) takes place by two parties exchanging a currency with the same currency without abiding by the Islamic conditions of exchange.⁴⁶ As regards selling mobile phone call credit, it has nothing to do with *Riba* because in reality the person who buys the call credit, buys a service to call phones at fixed rates where he pays a given amount of Dirhams or Riyals or Dinars per minute, so it is permissible for the company to sell a call credit valued at 100 Dirhams, for example, for 150 Dirhams or more, and this is not called a loan; rather, it is buying a service because when the company gives the call credit to the customer, it adds its value to his account and the fixed debt which he is liable to pay becomes the price of that credit, and this is considered as selling benefit or service (for a fixed price) and not selling money for money. What should be taken into account (in contracts) is its reality and meanings not its words and constructions.⁴⁷

VI. Observation And Recommendation

It is observed that airtime credit loan does not fall under Loan transaction or Sale on Credit in Islamic Law. It is purely money to service kind of transaction. It is therefore recommended for Muslims customers to avail themselves of the opportunity abound in it. This is so because it is not prohibited in Islam. Likewise, the service charge/fee is not akin to *Riba* in any form. It is freely *Halal* (Lawful).

VII. Conclusion

The paper discussed the meanings of airtime, airtime credit, airtime credit loan and service charge/fee. It also explained the operational pattern of MTN Xretime, borrow me credit by Glo, easycrredit by 9mobile and extra credit by Airtel. It is also deducible from the preceding paragraphs that only prepaid customers who have satisfied a number of requirement and conditions are eligible for airtime credit loans. However, a service fee of 15% to 20% is charged for the service so delivered. The paper further discussed the Islamic Law position on airtime credit loan as well as service charge/fee.

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⁴⁴ Ibid.

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⁴⁶ <<http://www.islamweb.net/emainpage/index.php?page=showfatwa&Option=FatwaId&Id=136743>> June 7, 2017.

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