



**Public consultation
on
Draft Terms to provide ICT services**

Issued by Communications & Information Technology
Commission

Riyadh

on 11/04/1441H corresponding to 08/12/2019 G



1) Introduction

- 1-1 The Telecommunications Act includes, among other objectives, (i) the provision of advanced and adequate telecommunications services at affordable prices; (ii) the provision of access to the public telecommunications networks, equipment and services at affordable prices; (iii) ensuring clarity and transparency of procedures as well as principles of equality and non-discrimination; and (iv) safeguarding the public interest and the user interest as well as maintaining the confidentiality and security of telecommunications information.
- 1-2 Provisions in the Kingdom concerning, in particular, the rights and obligations of users and service providers must be properly adapted to the needs of the Kingdom's evolving ICT markets, be aligned to the Telecommunications Act's objectives cited above and reflect international best practice.
- 1-3 The Telecommunications Act, the Telecommunications Bylaw and the Ordinance empower the Communications and Information Technology Commission (hereinafter, CITC) to regulate the Information and Communications Technology (ICT) sector in the Kingdom.
- 1-4 As part of its regulatory initiatives, CITC has identified a need to review the user rights regulation in the ICT sector in the Kingdom in order to enhance user satisfaction and improve the environment that governs user relationships with service providers.
- 1-5 Based on the above, CITC conducted a study of the current market situation and regulatory environment in the Kingdom. At the same time, CITC also assessed global and regional best practice benchmarks. The conclusions drawn in this study were taken into consideration while drafting the proposed "Draft Terms to provide ICT services" included in the attachment (2) of this document.
- 1-6 The CITC's main goal is to introduce a set of updated regulatory provisions aiming to ensure a better protection of the rights of users in the ICT sector, based on a thorough review of current regulations, decisions, systems and procedures in place, as well as best international practice in terms of the rights and obligations of users and service providers of ICT Services.
- 1-7 CITC invites all individual service providers, industry stakeholders and end users to participate in this Consultation process with the industry, following the rules presented in the sections below.

2) Purpose of Public Consultation

The aim of this Public Consultation process is to provide an opportunity to the parties concerned to send their comments on the proposed "Draft Terms to provide ICT services", for CITC's consideration in the preparation of any appropriate follow up. Accordingly, CITC hereby invites any interested parties to participate in this Public Consultation.

3) Providing Comments

- 3-1 This Public Consultation is available on the CITC website (<http://www.citc.gov.sa>). Participants wishing to present their comments in this Public Consultation must submit

these in writing and deliver them to CITC no later than 07/05/1441 H corresponding to 02/01/2020G.

3-2 Comments filed in relation to this Public Consultation must be submitted to one or more of the following addresses:

- a) By email to ([TPTS @citc.gov.sa](mailto:TPTS@citc.gov.sa));
- b) By hand delivery (a softcopy and a hardcopy) or by post to the following address:

Communications & Information Technology Commission (CITC)
Al-Nakheel Quarter, Prince Turki Bin Abdul Aziz I and Imam Saud Bin Abdul Aziz
Intersection
P.O. Box 75606
Riyadh 11588
Kingdom of Saudi Arabia

4) Method of Submission of Comments

- 4-1 CITC hereby invites all interested participants to submit their comments to the numbered articles in the attached “Draft Terms to provide ICT services” (Attachment 2) using the attached Form (Attachment 1).
- 4-2 CITC may publish comments submitted by the Participants concerning this document on its website. Generally, CITC will not treat statements of opinion in the responses to this document as confidential.

Attachment 1: Template for providing comments

Attachment 2: “Draft Terms to provide ICT services” document

Attachment 2: Draft Terms to provide ICT services

Terms to provide ICT Services

Introduction

The Telecommunications Act issued by Royal Decree No. M/12 dated 12/3/1422 H aims to regulate the telecommunications sector in accordance with a number of objectives that include:

1. The provision of advanced and adequate telecommunications services at affordable prices;
2. The provision of access to the public telecommunications networks, equipment and services at affordable prices;
3. Ensuring clarity and transparency of procedures as well as principles of equality and non-discrimination; and
4. Safeguarding the public interest and the user interest as well as maintaining the confidentiality and security of telecommunications information.

To achieve these goals, and taking into consideration the CITC Statutes, the terms for the provision of ICT services, including rights and obligations of users and service providers, have been developed and properly adapted to the needs of the Kingdom's evolving ICT markets, in line with international best practice.

This Document is issued in accordance with the regulatory tasks assigned to the CITC under the Telecommunications Act and the Telecommunications Bylaw in order to meet the above objectives.

PART 1 – GENERAL

Article 1 – Definitions

The words and expressions contained in this Document have the meaning assigned to them in the Commission Statutes, unless the context requires otherwise. The following words and expressions shall have the meaning assigned to them hereunder:

1. **“Service(s)”** means electronic communications services between fixed, mobile or limited mobility devices and equipment in the public communication network.
2. **“Service contract”** means an agreement between a service provider and a user, under which the service is provided, which determines the terms, obligations and prices for that service and any modification thereof, and is documented through any means, whether paper, electronic or voice.
3. **“User with special needs”** means a natural person with proof of a long-term physical, mental, intellectual or sensory impairment which, in interaction with various barriers, may hinder its full and effective access to public telecommunications networks and telecommunications or associated (e.g., information) services

on an equal basis with other users, without special needs.

4. **“Business user”** means any juridical person, whether a government entity, commercial enterprise, or other, that uses ICT services.
5. **“User”** means any natural person to whom telecommunications services are provided, or who requests a service provider’s services for its own use.
6. **“Address”** means the national address prepared by the concerned entity and which has all the statutory implications of an address for service, or the address specified by the service applicant/user in the absence of a national address.
7. **“Invoice”** means the document issued by the service provider, on a periodic and regular basis, every calendar month or in accordance with any other requirements under Commission Statutes, in consideration of the telecommunications services provided to a user.
8. **“Recurring charges”** means charges for telecommunications and associated recurring subscribed services that appear continuously on the invoice, regardless of their actual use, and end only once the telecommunications service is terminated or cancelled.
9. **“Non-recurring charges”** means charges for telecommunications and associated services that appear on the invoice only as a result of use of the relevant service, outside the package, by the user.
10. **“Credit limit”** means the maximum limit of total recurring and non-recurring service charges the user is requested to pay per billing cycle.
11. **“Minimum period of contract”** means the minimum period of time to subscribe to a service as determined by the service provider and committed to by the user.
12. **“Service Commencement Date”** means the date on which the service provider completes the establishment and operational availability of the service, so that the user can use it.
13. **“Postpaid service (invoiced)”** means a service provided by the service provider, which the user is able to use against a fee charged on a periodic basis, after the provision of the service.
14. **“Prepaid service”** means a service provided by the service provider, which the user is able to use against a fee charged before the provision of the service.
15. **“Complaint”** means a user’s expression of his dissatisfaction with the service(s) provided to him by the service provider or with his failure to provide this/these service/services, or a user’s objection to the amounts claimed by a service provider, expressed by the user through a submission to this effect through the complaint channels.
16. **“Discount / Compensation”** means the amount deducted by the service provider from the amount required to be paid by the user and the grant of compensation to the user for the inability of the service provider to meet all or part of his obligations.
17. **“Service suspension”** means the temporary suspension of the service provided to the user at his request, or a suspension by the service provider in accordance with the terms of this service, or as directed by the

Commission. It includes the suspension of all outgoing services except emergency services and contact channels of the service provider.

18. **“Service termination”** means the termination of a service provided to the user through termination of the subscription contract upon his request, or through termination by the service provider under the terms of this service, or under a relevant directive of the Commission.
19. **“Deposit amount”** means the amount of money requested by the service provider according to Article 6 of this document.
20. **“User account”** means an account number assigned by the service provider to the user, to regulate the payments of financial obligations arising from the service(s) provided.
21. **“Remaining Balance”** means the amount remaining in the user’s account after the expiry of the subscription’s duration, which may include calling minutes or internet use.
22. **“Service Provider A”** means the service provider that provides its services and retail products to the user, making full or partial use of the infrastructure of another service provider.
23. **“Service Provider B”** means the service provider who owns the ICT infrastructure on which Service Provider A relies to provide its services to the user.
24. **“Additional services”** means a set of optional services or features that users may purchase in addition to subscribing to a permanent package, as these services are not offered by the same service provider as separated services.
25. **“Individual services”** means telecommunications services provided by a service provider separately or combined with other services or products also provided separately.
26. **“Loyalty programs”** means preferential benefits offered by a service provider to its customers.
27. **“Emergency services”** means the numbers specified by the Commission in the National Numbering Plan as emergency numbers, which allow users to access them at no cost.
28. **“Subscription duration”** means the period of time in which a subscription remains in effect for a user in a particular service under the same terms and conditions.
29. **“Restrictions on use”** means restrictions or exceptions placed by the service provider by restricting the consumption of any of the Services. These limitations include quantity, time, and speed.
30. **“Offer”** means a permanent or temporary offer from the service provider for subscription to a specific service or package offered by the service provider, including benefits other than those available in other existing packages or products.
31. **“Trial Period”** means a temporary period granted by the service provider to the user (in return or free of charge) for the purposes of trying and/or testing its services and products.
32. **“International Roaming”** means a service that enables mobile users to enjoy telecommunication services while visiting other countries or traveling by air or sea.

Article 2 – Scope of Regulations

1. The provisions of this Document shall apply to all service providers and to all users of retail telecommunications services.
2. Service providers must comply with the provisions of this Document in all their dealings with users of retail telecommunications services. They may not impose or agree on, in their service contracts or otherwise, any exceptions to these provisions unless this is expressly allowed under this Document’s provisions.
3. Where this Document requires the execution of any written action, this can be executed electronically or automatically through automated systems, taking into account the acts, regulations and decisions regulating e-transactions and any other statute issued by the Commission in this regard.
4. The provisions of this Document shall be without prejudice to the rights of users and the obligations of service providers under any other Commission Statute, and any regulations applied in the Kingdom.

PART 2 – GENERAL OBLIGATIONS OF SERVICE PROVIDERS

Article 3 – Accuracy, accessibility and transparency of information

1. Service providers must at all times provide across all their sales outlets, on their website, or any other channels used by them, clear, up-to-date and full information on their retail tariffs, which must be fully consistent with those offered in their service contracts with users. This information must be also consistent with the one provided to the CITC by the service provider whether in the process of notification or approval.
2. Service providers must provide clear and transparent information on the terms and conditions of any service packages they advertise or offer including, at least, the following:
 - a. Clarification about the method of subscription and cancellation of the service(s).
 - b. Information about the outlets providing its services and their classifications, and the services provided through each port.
 - c. The types of calls available in the package, for example, on-net or off-net, domestic or international. and whether these are limited to a particular contact group;
 - d. The number of minutes granted for each type of call available in the package;
 - e. Types of calls excluded from the package;
 - f. The mechanism of dealing with the minutes, data amount, or the remaining balance in the package, and the availability or relaying or benefiting from them in the future;
 - g. Validity or expiry of the balance, and the mechanism to determine the validity if any;
 - h. Explanation of how to use the minutes, the amount of data, or the balance at or out of peak periods;
 - i. Penalty conditions, if any;
 - j. How to provide the service in case of the implementation of restrictions on use in terms of quality

and availability of the service;

- k. The reasons and justifications for any usage restrictions including, but not limited to, reasons for network congestion and abuse;
 - l. Any limitations or restrictions on usage that affect the use of the part of / entire service available or its quality;
 - m. the necessary means for users to enable them to follow up their use of the services and control them continuously.
 - n. Clarify the mechanism for applying compensation to the user, in case the service provider is unable to meet the quality standards approved by the Commission or covered by the service contract.
3. The service provider shall be obliged to ensure the transparency and clarity of the information advertised through all promotional or advertising channels of any packages or offers of its services, and any restrictions on use or obligations related to them in a way that does not mislead the user. The service provider must also use its own certified trademarks in these communication channels.

Article 4 – Obligations for trial periods and promotions

A service provider may not impose any fees or charges on a service package or offer after a free trial period of the package or the expiry of the time specified for the promotion, unless the following conditions are met:

1. Providing the user with a notice of the expiry date of the free trial period or the time specified for the promotion, at least 72 hours in advance, so as to allow the user to take a decision on whether to continue;
2. Obtaining the customer's written request for the continuation of the package or the offer after the end of the free trial period or the time specified for the promotion, provided that the customer has been properly informed, is aware and accepts all the terms of the service, and the related obligations and provisions.

PART 3 – SERVICE CONTRACTS

Article 5 – Application for service

1. Applicants for a telecommunications service and their representative, if any, must be aged at least fifteen Hijri years. An application for establishing a telecommunications service may not be accepted if it is made in the name of a person under that age, even if his legal representative exceeds that age.
2. A service provider may refuse to start providing a post-paid telecommunications service to an applicant upon proof of his/her indebtedness to that same service provider or to another service provider, and that this debt is not the subject to a still pending dispute.

Article 6 – Deposit amount

1. A service provider may request payment, by the user/service applicant, of financial insurance, as a condition for starting the provision of a post-paid service, and its deposit in the user's account as a financial insurance in consideration for its services, bearing in mind that the amount of such financial insurance may not exceed the value of the credit limit for that service, solely in the following cases:

- a. the service applicant is indebted to the service provider and this is not being disputed;
 - b. there have been previous defaults in payment by the applicant as shown in the service provider's records or in the credit records of the competent credit authority;
 - c. the service provider has no information about the applicant's creditworthiness;
 - d. activating international roaming service, at the request of the user or service applicant.
2. The service provider must indicate to the user/applicant the reason for requesting the deposit amount, its level, how it will be applied and for how long.
 3. The service provider must refund to the user the deposit amount, or the remaining balance thereof after deducting any amount due to the service provider for the reason for which the deposit amount was requested through any means appropriate for the service provider and accepted by the user, including by depositing the deposit amount or its remaining balance to a bank account of the user or to a user account at the service provider, upon the earliest of the following dates:
 - a. within (15) fifteen days from the date of the demise of the cause for the request for financial insurance or the cancellation of the service;
 - b. one year from the date of payment of the financial insurance, if this is due in one of the cases referred to in paragraphs (a), (b), and (c) of paragraph 1 of this article, and the user has been paying regularly any charges due to the service provider and does not have any further undisputed debts to that service provider.
 4. The service provider may agree on alternative mechanisms, conditions and amounts for the financial insurance due by business users other than what is mentioned in the provisions of Paragraphs (1) and (2) of this Article.

Article 7 – Minimum content required in service contracts

1. In case of a new subscription of a service or renewal of current subscription, the service contract must include at least the following information:
 - a. Service applicant information:
 1. For a natural person: full name, identity number, nationality, contact number, if any, and address.
 2. For a juridical person: the name of the enterprise according to the commercial register, the commercial register number and date and city of issuance, or the identification number of the enterprise in case the commercial register is not available for cases exempted by the Ministry of Commerce or for non-commercial entities, the information of the authorized person as described in paragraph (11/a/1) of this Article, with supporting documents attached electronically or in paper.
 - b. Information on the required service (number or numbers of service or account, type of service, package description if a description of the individual services covered is included).

- c. Credit limit of the service required - (if any).
 - d. For paper contracts: signature of the applicant on all pages of the service contract and mention in writing of his full name. For electronic contracts: Electronic authentication and approval as issued by the Commission in this regard.
 - e. Date of the service contract.
 - f. In the case of paper contracts: information on the service provider employee who concludes the agreement on behalf of the service provider, his signature, and the seal of the service provider. In the case of electronic contracts: information about the service provider and his representative (in case of interference) and document with the information of the service provider in accordance with the regulations governing electronic transactions.
 - g. Acknowledgment by the employee of the service provider of having checked and verified the identity of the applicant for paper contracts.
2. Service providers must include the following additional information in their service contracts:
- a. Details of the tariffs and charges required for the services, equipment and devices provided, distinguishing between recurring and any non-recurring charges, whether at the start or the end of the service.
 - b. Details of the services, products and their features that the service provider is obliged to provide, including information on quality parameters and minimum quality levels or a reference to a regularly updated source with such information on such quality parameters, and discount or refund mechanisms in place for the compensation of users if the service provider fails to meet those quality parameters.
 - c. Details of the terms and obligations of the service applicant and the consequences of non-compliance.
 - d. Details on any discounts or offers, including the period of their validity, and any terms or obligations that will apply to the applicant during or after the end of the discount.
 - e. Details of any limitations to the use of the services provided under the service contract, and any fees that will apply when exceeding such limitations.
 - f. The term of the service contract, and the conditions for its extension, whether automatic or at the request of the user.
 - g. Service billing dates.
 - h. Conditions for any service modification and termination.
 - i. The conditions under which the service provider has the right to suspend and terminate the service contract, in whole or in part.
 - j. Any available mechanisms, terms and conditions for the transfer of the user's balance between different types of services subscriptions provided by the same service provider.

- k. The procedures taken by the user for the exercise of his rights, with no need to prove the service provider's fault, in the event of:
 1. any of the failures of the service provider that may give rise to a refund under this Document;
 2. any additional compensation due for the service provider's failure to provide the required Internet speeds or other quality or service level parameters committed to under the service contract.
- l. Information on the service provider's:
 1. complaint procedures, also including the contact details of the service provider's complaint department and details on how to submit a complaint;
 2. dispute escalation and jurisdiction clauses, including information on how these procedures are to be initiated and carried through by the users.
3. All information referred to in Paragraph 2 of this Article **Error! Reference source not found.**, above, shall be presented:
 - a. In legible, easy and clear terms.
 - b. in Arabic and/or English as may be requested by the user.
4. The service provider must retain a record of the service applicant's consent to the service contract until the later of the following two dates: (i) the expiry of 12 calendar months from the date of the service contract's termination and full payment of dues, and (ii) the date of termination of any dispute between the two parties relating to that service contract.
5. In the event of any dispute, the service provider shall bear the burden of proof of the user's consent to the terms and conditions of a service contract relating to the dispute.
6. The service provider shall provide the user with a paper or electronic copy of the service contract upon completion of the information required under this Article.

Article 8 –Additional services

1. Service providers must facilitate any procedures required for users' requests, through electronic or telephone means, regarding the addition, modification or cancellation of any additional services or individual services included in a package of services provided to the user. Users are not required to submit such requests in person unless this is necessary owing to the nature of the required service.
2. Service providers must develop means and procedures to record and provide evidence of users' requests under paragraph (1) of this Article, above and the users' receipt and approval of the service provider's applicable terms and conditions, also including prices.
3. Service providers must request users to confirm, in paper form or electronically, any requests under paragraph (1) of this Article, above, before executing such requests.

4. The service provider may not automatically activate the Internet service included in bundles without an activation request by the user.
5. Service providers must retain a record of any requests made under paragraph (1) of this Article, pursuant to the requirements and for the period mentioned in paragraph 4 of Article 7 of this Document.
6. Service providers must provide users with a paper or electronic proof of their receiving of the requests under Paragraph (1) of this Article, above, and that it has executed it already.
7. The service provider may not conduct a telemarketing of its services for the purpose of offering the sale of his services or products to the user except after taking the user's consent, ensuring, in particular, that:
 - a. The user is contacted through the official communication channels of the service provider.
 - b. Calls are recorded, taking into account record keeping requirements.
 - c. The user's personal information is verified.
 - d. A clear explanation is given of the advantages and obligations associated with the service.
 - e. The offer is activated through electronic interaction, either by sending a PIN to the user or through an SMS by the user to the call center.
 - f. The user is able to block telemarketing.

Article 9 – Validity and amendment of service contracts

1. Service contracts shall enter into force on the date of the commencement of service to the user.
2. Except as provided in this Article, no minimum duration shall be set for the service contract, and if the service provider wishes to set a minimum, it must obtain the prior approval of the Commission provided that the mechanism for calculating the early cancellation fee is clarified, and the user consents to the minimum period of contract.
3. The service provider must notify its users in writing of any amendments to the contract at least 60 days before their entry into force or the expiry of the minimum contract period (the commitment period), whichever is later, provided that the notification of the amendment includes the service provider's informing the user of his right to terminate the contract at no cost, and the deadline for doing so. If the user does not agree to such amendments, he shall have the right to cancel the contract from the date of entry into force of the amendment, provided that he notifies the service provider accordingly.

Article 10 – User obligations

1. Users may not use the services, equipment, software or other products they receive from the service provider, allow their use or modify them in violation of any applicable regulations in the KSA or the terms and conditions of their service contract. Users shall be held liable for any such illegal use and its consequences.
2. Users must pay the deposit amount and any recurring and non-recurring charges amounts due to the service provider in time as specified in the service contract.

3. Where the service provider offers the installation of peripherals or other communications equipment, users must allow persons authorized by the service provider to enter their premises or sites occupied or controlled by the user, and remain in such sites to the extent reasonably necessary for the following purposes:
 - a. Carrying out any required repair or inspection works for such equipment or software or for other tools associated with the provision of a particular service;
 - b. The installation of any communications equipment and tools within the user's site necessary for the provision of the service requested or subscribed to by the user.
4. Users must comply with the terms of any licenses accompanying any software used in the service provider's hardware and equipment, and respect any related intellectual property rights or any other third party rights associated with the provision of any services, or the installation or use of any equipment on the user's site throughout the period of service provision or of its making it available to the user.
5. A user shall be responsible for paying all charges for communications outgoing from their devices or other telecommunication equipment, and shall be responsible for its proper use, at their own cost, regardless of the identity of the person who made or accepted these communications. Users may submit a complaint against the charges of telecommunications that they do not believe have been issued from their devices or other telecommunication equipment.
6. Users that wish to file a complaint regarding their service provider's obligations under this Document or the service contract should contact their service provider first, making use of the complaint procedures and remedies set out in this Document.

PART 4 – SERVICE PROVIDERS' OBLIGATIONS TO USERS

Article 11 – General obligations

1. Service providers must make available multiple, free, and easy-to-access channels for communication between them and the users of their services and products.
2. Subject to the provisions of **Error! Reference source not found.**Article 5 of this Document, service providers must provide their available services to any person applying for them in a period not exceeding 3 days, unless the service provider is unable to provide the requested service, or cannot provide it to the user requesting it for technical or legally justified reasons.
3. Service providers must provide their services under the terms and conditions agreed with the user and in line with these defined in this Document, and in line with their obligations under any other Commission Statute.
4. Service providers must provide their services to all users under the same terms and conditions, without any distinction or discrimination as regards their features including, in particular:
 - a. The fees and charges for services provided;
 - b. The quality of service provided;
 - c. The time at which the requested service is provided; and
 - d. Any conditions issued by the Commission.

5. The service provider must demonstrate that it has already provided the Services requested by the user and shall retain such proof as provided in Article 7 of this document.
6. Service providers shall not make any changes to user numbers except in accordance with provisions under the national numbering plan, and they must notify the user, before making any changes to the numbers, according to the time periods specified in the relevant Commission statute.
7. If a violation is committed by the service provider and the violation has an impact on the user, the service provider must immediately remove its effects.

Article 12 – Service continuity and fault repair

1. Service providers must repair any service failures as soon as they are discovered by the service provider or are communicated to the service provider by the user, and include the necessary provisions in their regulations that ensure that no fees/charges are charged to the user for the period of interruption and faults, provided that the failure should be repaired within a period not exceeding 48 hours from the time it has been discovered or reported by the user. Users may be required to verify the proper functioning of their internal connections and equipment on their location.
2. Service providers shall be exclusively responsible for the good functioning and timely repair of any elements of their network outside the user's premises, devices and equipment required for providing services, and shall bear the maintenance and repair expenses related to any such elements, for any reason, also including the natural obsolescence of networks and devices.
3. Service providers must inform users in advance of any required maintenance or upgrade works, if such works are likely to disrupt service for the users or require entry into their premises.
4. Licensed service providers offering voice services must provide free and continuous access to emergency services to all their users.

Article 13 – Protection and confidentiality of user information

1. Service providers that offer directory services must grant to any user the right to decide whether his personal information (including, but not limited to, name, address, telephone number or other contact details) may be included in any directory that the service providers issue or contribute to, as well as the right to remove or correct such personal information of the user, upon his request, at any time and at no cost.
2. Service providers must treat all user information as confidential, maintain its confidentiality and take all necessary measures to prevent it from access, disclosure, dissemination, use or modification in violation of this Document or any other Commission Statute.
3. Service providers must establish clear policies that restrict access to their user information and document any access to that information.
4. Service providers must identify and define the purposes of requesting, collecting and storing user information. It is prohibited to use such information for purposes other than those disclosed.
5. Without prejudice to any other obligations concerning the protection of personal information, service providers must:

- a. take appropriate measures to safeguard the security, integrity and availability of its users' personal and location information and traffic data, and that these may be accessed only by authorized personnel of the service provider or the parties concerned in accordance with legal justifications, or with the explicit consent of the user, or his authorized representative;
- b. inform the users affected, as well as the Commission, in case of any illegal breach of security of their users' personal information or traffic data, as soon as such breach is discovered by the service provider;
- c. ensure that the users' personal and location information or traffic data are not used by the service provider or any other person, without the user's consent, for any purpose other than billing or traffic management, customer inquiries, fraud detection or compliance with the service provider's obligations under any applicable laws or regulations in the Kingdom.
- d. Service providers must publish information relating to their Privacy Policy and user Disclosure Requirements in accordance with the provisions of this Document.

Article 14 – Confidentiality of user communications

1. Service providers must maintain the confidentiality of communications and information sent or received through their public telecommunications networks and shall not allow any of their employees, affiliates or others to view, listen to or record them except in accordance with legal justifications.
2. Service providers may not change, modify, or replace any user communications.

Article 15 – Invoices

1. Service providers must provide free and easy means to enable users to monitor the consumption of services they used.
2. Service providers must invoice post-paid services by the end of every calendar month.
3. Service providers may not invoice any service charges in advance for post-paid services or claim any other charges until after the end of the billing cycle.
4. Service providers must provide the user with clear, correct and detailed invoices in Arabic or English, depending on the user's choice, and send them electronically - free of charge - while enabling the user to access online the system of the electronic service provider in order to obtain copies of his pending or earlier detailed invoices, for a minimum of twelve (12) months from the date of invoice issuance, and make it possible to print these on paper.
5. Service providers may not charge the user any amounts in excess of the charges applicable to telecommunications services provided in line with the user's requests.
6. Service providers must ensure that their invoices to users contain, at a minimum, the following information:
 - a. Details of user account number and additional service operations
 - b. Service details and usage details or report

- c. Invoice date
 - d. Termination date for non-payment and suspension date
 - e. Details of any non-recurring charges
 - f. Recurring charges, for each service separately
 - g. Charges paid for the previous invoice, if any
 - h. Service establishment fee details, if any
 - i. Credit limit
 - j. Address of the user and, in the case of fixed services, address to which the service is provided
 - k. Discount amount - if any
 - l. Loyalty program - if any
 - m. Any other financial amount for the service
 - n. Balance of deposit amount for financial insurance - if any
 - o. Express reference to the user's right to review the invoice and object to the charges stated therein within 60 days from the date of issuance.
 - p. Contact information for the service provider's complaints service through which a complaint can be filed, including phone numbers, e-mail address and mailing address.
7. Service providers must preserve the users' invoices for not less than (12) months from their date of issuance, if there is no dispute based on that invoice. In the event of a dispute concerning a particular invoice, the service provider must preserve it until the end of the dispute. If an invoice has not been paid partially or fully after the end of 12 months from the date of its issuance, the service provider must retain it until the date of its payment.
 8. The service provider shall bear the burden of proving the validity and accuracy of the invoiced amounts in case of any dispute.
 9. Service providers must provide the user with proof of receipt of any payment amount, indicating the type of service paid, its number, payment account number, and the amount and date of payment. Service providers must keep this document for the period of preservation of the documents referred to in Article 15(4) above.
 10. The user has the right to object to the service provider's charges for any service(s) which he believes was/were not used by his/her phone. In such a case, users do not have to pay the charges objected to until the objection or the ensuing dispute has been settled but must only pay the undisputed amount of the invoice, by the date of payment referred to in the invoice.
 11. The user has the right to object to the validity of any charges included in the service provider's invoice within (60) days from the later date between the issuance of the invoice or the date on which the user became aware

of the invoice if it is not proven that he was aware of it at the time of its issuance. The service provider must prove the user's awareness of the invoice.

12. The user shall not be responsible for paying any previous charges that have not been invoiced correctly, in whole or in part, except in the following cases:
 - a. The amounts are valid for recurring or non-recurring charges, provided that they are invoiced and claimed to the user within (60) sixty days from the due date.
 - b. The amounts are valid for international roaming charges, if invoiced and claimed to the user within (60) sixty days from the date of use.
13. If a user so requests, the service provider may conclude an agreement with him to pay in instalments, as may be appropriate and enforceable, so that the amount of one instalment for the charges in paragraph (12.a) of this Article does not exceed the value of the credit limit for the period in question; the amount of the one instalment for the charges contained in paragraph (12.b) of this Article does not exceed twice the credit limit value for the period in question; and the amount of the instalment does not fall within the value of the credit limit of the invoice in which it is included.
14. The service provider may transfer any outstanding amounts due by a user resulting in the cancellation of the service these relate to, to any other account of the same user with the service provider unless these are disputed. The user must be notified before the transfer, and the amount transferred shall not fall within the credit limit of the invoice.
15. Service providers must reimburse to their users any excess amounts paid, within (5) five days from the date of discovery of such overpayment, or credit them to any account belonging to the same user with the same service provider, if the user prefers so.

Article 16 – Special controls for prepaid services

1. Without prejudice to the provisions of this Document, the service provider shall provide the user with clear information about the terms and conditions of the prepaid services.
2. The service provider shall provide free means to enable prepaid services users to continuously check their communications history and the remaining balance.
3. The service provider shall notify the prepaid services user, free of charge, when 80% of his balance has been consumed, by sending an SMS to that user, or by any other appropriate means.
4. The service provider shall determine the channels of recharge for prepaid services and the validity of the subscription.
5. After each recharge of the balance of prepaid services, the service provider shall notify the user, free of charge, by SMS or other available means of the new balance, and the validity of the subscription.
6. The service provider shall provide any mechanisms, terms and conditions available to transfer the remaining balance between the different types of service subscriptions at the same service provider.
7. The service provider shall provide information on how the remaining balance of prepaid services will be disposed of in cases of expiration of the subscription, number transferring, or cancellation of the Service.

8. The service provider shall provide clear information on how the user benefits from the additional services for prepaid services.
9. The service provider is not entitled to cancel the service before the date indicated to the user without a legal reason to cancel this service.
10. The service provider shall maintain all subscription records for at least 12 months from the expiry of the subscription unless there is a dispute based on such subscription. In the event of a dispute over such a subscription, the service provider shall keep the records up to the date of solving the dispute.

Article 17 - Credit limit

1. The service provider must determine the credit limit and include it in the service contract and may not raise it except upon the user's request. The service provider must respond to the user's request to reduce the credit limit as long as the credit limit is not less than the minimum value of the package.
2. The service provider shall notify the user, upon the consumption of 80% of its credit limit for the relevant period, through an SMS sent to that user, and by any other means.
3. The service provider must notify the user by SMS upon the consumption of 80% of its subscribed internet package.
4. The service provider must suspend the service as soon as the amounts claimed from the user reach the agreed credit limit. In such a case, the user may request a reactivation of the service provided he/she commits to pay within not more than five business days and his consumption during this period does not exceed 10% of his credit limit.
5. The service provider must suspend the internet service upon the consumption of the full data of subscribed package, notifying the user by an SMS about the suspension of the service, how to return it, and the cost of using internet without the package if the user so wishes.
6. The total invoice may not exceed the amount of the credit limit/subscribed package. In case of non-payment of the user for outstanding amounts, the service will continue to be suspended during the next billing cycle and the next invoice may include only any recurring service charges.
7. Service suspension due to exceeding the credit limit must be limited to services that are subject to non-recurring charges. Services subject to recurring charges (such as unlimited internet packages and unlimited connection) may not be suspended.
8. The following shall be excluded from the credit limit:
 - a. Any charges for the last communication initiated prior to reaching the credit limit.
 - b. Any charges for using the service for international roaming. This does not include the use of the Internet while roaming.
 - c. An increase not exceeding 10% of the credit limit if the user requests to re-activate the service after suspension to reach the credit limit.

Article 18 – International roaming

1. The service provider may not automatically activate international roaming for Internet service based on usage outside the packages without being requested to do so by the user.
2. The service provider must notify the following information to the user, via free SMS in Arabic and English, as soon as the user is connected to another mobile operator's network while roaming:
 - a. Tariffs for receiving voice calls
 - b. Tariffs for voice calls to another service number belonging to a service provider in the Kingdom
 - c. Tariffs for making a voice call to another service number belonging to a service provider in the country of roaming
 - d. Tariffs for sending a text message to another service number belonging to a service provider in the Kingdom.
 - e. Tariffs for sending a text message to another service number belonging to a service provider in the country of roaming
 - f. Internet usage tariffs in the same international roaming area
 - g. How to reach the information of calling tariff to other countries
 - h. Information on how to access customer services while roaming internationally
 - i. Any restrictions on the use of the international roaming service during roaming, which may lead to an increase in the charges invoiced
 - j. International roaming services that are not subject to credit limit except Internet usage
 - k. Clarification of the unit of calculating each service tariff provided that the international roaming service rate is sent to the user in Saudi Riyal.
 - l. Stating that quality of service in mobile telecommunication networks in the other countries depends on the roaming country
 - m. Packages that the service provider offers in the country of roaming, their specifications, and how to subscribe to them
3. Service providers must notify their users of any change in the tariffs for mobile roaming, before applying them to their users.
4. Service providers must establish measures to protect their users in border areas from automatic roaming on another country's network.

Article 19 – Number portability

1. The user has the right to request a transfer of the service number from one service provider to another, and the service provider is obliged to meet user's request in accordance with the regulatory framework and procedures issued by the Commission regarding number portability.
2. The user has the right to request the transfer fixed telecommunication services from one location to another. The service provider shall comply with user's request according to the available technical capability and in accordance with the regulatory framework and procedures issued by the Commission regarding number portability.

Article 20 – Assignment of service

1. The user may assign a telecommunications service to another person, provided this meets the conditions of service provisioning, and service is established to the assignee in accordance with Articles 5, 6 and 7 of this Document.
2. The service provider may refuse the application for such an assignment if there are unpaid dues to the service provider in respect of the service to be transferred or the assignee, except where such dues are in dispute due to an objection by the user.
3. The service provider must provide the user with a written or electronic confirmation of the assignment of a service to another person, including the assignee's details and the date on which the assignment enters into force.

Article 21 – Suspension and cancellation of a service

1. Service providers shall facilitate procedures for the users' requests of suspension or cancellation of services, making such applications available in all their customer service centers for users or their authorized representatives, without limitation to specific places, services or means, and providing easy technical means to enable the user to submit such requests electronically, through verification of their identity online.
2. The user shall have the right to request cancellation of the service. The service provider shall execute such a request and not charge any fees for the service to be canceled from the date of the application.
3. The user has the right to request suspension of his services for a period not exceeding (12) twelve months. During the suspension period only the suspension fees approved by the CITC will be charged, and if there is a minimum commitment of the user related to the service that is subject to suspension, the service provider must notify the user accordingly.
4. Service providers may not refuse to execute a user's request to suspend or cancel the service because of the presence of any amounts due to user for the service provider.
5. The existence of a minimum duration of a service contract shall not oblige the user to continue the service in case he wishes to cancel it or transfer the number to another service provider before the end of the minimum contract's duration. This shall not prejudice the right of the service provider to claim from the user the amounts of money that may be imposed if the service is canceled by the user before the end of the contract period.

6. Service providers shall establish means and procedures to prove the user's request to suspend or cancel the services, confirm the information of the request again and take the user's consent before execution of the request, and preserve the request, confirmation and approval for the period referred to in this Document.
7. Service providers shall provide users with proof of their request to cancel or suspend the service, indicating the date of submitting the request.
8. A service provider may suspend or cancel his service to a user for any of the following reasons:
 - a. The user's failure to pay a deposit amount for financial insurance required by the service provider in cases where such insurance may be requested in accordance with this Document.
 - b. The user's failure to comply with the provisions of the deferred payment agreement for one or more installments under the service provider's relevant deferred payment plan.
 - c. The user's violation of any of the terms or conditions set forth in this Document or the service contract.
 - d. The user's failure to pay any charges due to the service provider in accordance with any provisions contained in this Document unless and for as long such amounts due are in dispute.
 - e. The user does not respond to when prompted to update his information, or if it is proven that he has intentionally provided incorrect information to the service provider.
 - f. Expiration of the specified date for the use of the prepaid service without the user's initiation of a procedure for extending the date of service, taking into account the provisions of Article 16 of this document.
 - g. In the case of a user's death, the service provider may terminate the service after 30 days from the date of notification of the user's death if the heirs do not offer a transfer alternative. The heirs may choose between continuing the service and assigning it to another person that will assume all the rights and responsibilities of the original user or cancel the service.
 - h. The user's obstruction of the service provider's technicians from accessing the service site for not more than three times a year, when there are on-site peripheral terminals of the service provider, provided by the service provider to the user installed in the user's site.
 - i. If the user - in connection with a fixed service - has to leave the location where the service is provided due to a demolition of the site, or if the site has otherwise become unsuitable for use of that service, for any reason beyond the user's control, the service provider must cancel the service, free of cancellation charge to the user, as soon as he receives notification of that event by the user, and the user shall not be charged for the cancellation.
 - j. If the service provider receives a request for suspension or cancellation by the Commission.
9. A cancellation of the service by the service provider must be preceded by the following procedures, unless the Commission decides otherwise:
 - a. Suspension of service by suspending the outbound services only, for at least 15 days prior to the cancellation and ensuring, however, that the user is able to receive incoming calls, call emergency

services and service provider contact numbers

- b. The transmission of a notice by the service provider, at least five days prior to the suspension or cancellation process via an SMS message for mobile telecommunications services, and any other means suitable for other services, addressed to the user and specifying the reasons for suspension or cancellation, steps the user needs or is recommended to take, and the date of suspension or cancellation of the service. This must be followed by another message, with similar content, one day before suspension or cancellation, if the reason for suspension or cancellation continues.
 - c. The user must be given a period of not less than (25) days for payment before suspension of service from the date of the invoice is issued, unless the reason for the suspension is the invoice amount due to credit limit.
10. The service provider may cancel the service after (60) days from the date of invoice issued, if the user does not pay the amounts due during that period, unless the amount is subject of a dispute with the service provider. The service provider may not charge any fees after the date of cancellation. Once the service is cancelled after the 75-day period, the following actions are due by the user:
 - a. Paying all amounts due to the service provider for such service until its cancellation.
 - b. Immediately returning all telecom devices or terminals to the service provider, if these were provided by the service provider, but will not be responsible for any damage or tear caused by the normal use.
11. Service providers and business users may agree on a mechanism for the suspension or cancellation of the service for non-payment other than the one described in Paragraph (10) of this Article.
12. If a service provider suspends a service because of a regular justification, he is not entitled to charge any fees other than any suspension fees approved by the CITC for the period of suspension.
13. Suspension or cancellation of the service shall not relieve the user of his responsibility for the payment of any amounts due to the service provider.
14. The service provider must reactivate the service immediately if an error is found, or the action taken to suspend or cancel the user's service is found to be invalid, and not later than the next business day from the date of discovery of the error or the incorrectness of the action taken, at the latest, unless compelling circumstances prevent the service provider from doing so. No refund may be required in this case, and the user shall be exempt from paying any recurring charges due for that period of invalid suspension or cancellation.
15. The service provider shall immediately, and by the next business day at the latest, restore the service that has been suspended when the reasons of suspension are removed, unless compelling circumstances prevent the service provider from doing so. In the case of a cancellation due to the user's request, the service does not have to be reactivated except at his request. Such a request shall be treated as a new application and the service shall be returned based on the available technical capability of the service provider. In addition, the service provider is not obliged to return the service with the same previous number.
16. The service provider shall not be entitled to suspend or cancel other user services due to the indebtedness of another service, subject to paragraph 14 of Article 15 of this Document.

17. The user may not ask the service provider to recover the charges for establishing the Service upon cancellation for non-payment, or at the request of the user, except for non-recurring charges for calls placed during the period of cancellation.

Article 22 – Liability of service providers

1. Service providers shall be liable to their users for any infringement of provisions under their control, without prejudice to any penalties that may apply for such infringements under any Commission Statute.
2. If the service provider's negligence or fault is not proven, his responsibilities towards the user in case of service interruption, delays, defects or failures of transmission, or communications are limited to returning the fees paid by user for this service, without prejudice to the provision of additional compensation contained in the Service Contract or SLA between the user and the service provider
3. The provisions of this article shall be without prejudice to any users' right for compensation by the service provider if such compensation is due under any other regulation.

Article 23 – Special rules for particular categories of users

Users with disabilities

1. Service providers must adopt measures for the provision of adapted services to users with special needs to ensure they can access such services on an equivalent basis with that of other users. Such measures shall relate, in particular, to:
 - a. access to free directory information and directory enquiry services;
 - b. physical access to the service provider's facilities that are open to the public;
 - c. the service provider shall provide electronic communication in sign language for the deaf and hard-of-hearing.
 - d. access to relay services, for the making or receiving calls partially or fully in text format;
 - e. easy, free and continuous access to emergency services through special numbers, or a special SMS service, allowing users with special needs to access those services for free and more easily;
 - f. priority fault repair services;
 - g. bills and other correspondence, in an accessible format for users with vision disabilities, if they so request;
 - h. an easy procedure for the service provider's acceptance of the management of the bills of users with disabilities, by a third party;
 - i. training of the service provider's customer service staff so as to properly deal with users with special needs.

Business users

1. The service provider must provide the following to the business user:
 - a. Customer service dedicated to the business user.
 - b. Outlets providing customized service to the business user.
 - c. Identify the account manager for the business user, if any, according to the service provider's policy to provide it, specify the means of communication with them, and inform the user in case of change.
 - d. Verify the legality of the business user commissioner and their delegated powers.
 - e. Grant the Commissioner access to the details of the services provided, the details of the invoices, and the details of use, taking into account the delegated powers.
 - f. Provide a service level agreement that includes, at a minimum:
 1. Scope of service
 2. Means of communications and escalation.
 3. Billing and payment procedures.
 4. Minimum quality of provided services.
2. A service provider may agree with Business users to offer them different terms and conditions from those offered to other users as agreed between the two parties, as regards, in particular, the range and type of services, charges, quality, client support and maintenance services, complaint, dispute resolution procedures, invoicing, suspending or termination of service, and credit limit provided that:
 - a. Not violating CITC's statutes.
 - b. This must be with the consent of the user, and the service provider shall not restrict, directly or indirectly, the right of Business users to opt for a Service Contract under the Terms and Conditions available to Residential users;

PART 5 – USER COMPLAINTS

Article 24 – Complaints handling procedure

1. Users are entitled to submit their complaints to service providers related to their service within 60 days after the latest of:
 - a. The last occurrence of the incident giving rise to the complaint or (if the complaint relates to an invoice) the date of issuance of the relevant invoice
 - b. Or the date on which the user becomes aware of the incident or receives the invoice.
2. A complaint to a service provider pursuant to this Article can be also submitted by a person for and on behalf of group of users provided that:

- a. The users complain against the same, or a materially similar incident, on the basis of the same or materially similar facts and legal basis.
 - b. The person submitting the complaint for and on behalf of the users concerned provides written evidence of a valid power of attorney or similar authorization by the users concerned.
3. The service provider should establish clear and detailed procedures for handling user complaints within (5) five days from the date of filing the complaint, unless the Commission decides otherwise, taking into account the following:
- a. The procedures for complaint handling by the service provider shall be in an electronic system, as the procedures for complaint handling are saved and documented from the beginning of the complaint until the closure.
 - b. The complaint should be made available through all possible means, whether electronic or by calling, or personal attendance, and not to oblige the user to have one means for filing their complaint, with clear and easy-to-use instructions for the users to provide an explanation for their complaint, requests, and expectations.
 - c. Service providers must provide users with a reference number for their complaint.
 - d. Service providers must inform the user by text message (SMS), electronic or paper message, after submitting the complaint of the expected period of time to address the complaint. If the expected period ends before the complaint is processed, users must be informed of the progress of their complaint and of the new period expected to closure, taking into account the period specified in this Article.
 - e. The user must be provided with a written, clear and detailed response (by SMS, email or paper) about the result of their complaint, and not only in abbreviated terms such as “the complaint has been addressed”.
4. The service provider must publish its complaint processing procedures and forms through its website and service outlets, clearly and prominently, in Arabic and English.
5. When the user objects to the validity of the amount claimed by the service provider, the service provider shall stop its claim for that amount against its validity and not suspend or cancel the service for that reason, until the complaint has been resolved by the service provider and must be notified of payment. If the user escalates the complaint before the Commission the service provider must continue to suspend the claim for that amount and continue not to suspend or cancel the service because of the objected amount until the complaint is settled by the Commission, and this does not exempt the user from paying the non-objected amount during the payment period specified in the invoice.
6. The service provider must preserve the user's complaint and all actions taken for at least 12 months from the date of closure of the complaint.
7. Users may escalate complaints to the Commission within (180) days from the date of the period determined to the service provider in Paragraph (3) of this Article to handle user complains, without the service provider responding to the user's complaint, or from the date of the service provider's closing the complaint without

addressing it. The Commission may exceed this period in cases where it is found that there are objective reasons that prevented the user from submitting their complaint to the Commission during that period.

8. The CITC may accept any complaint from users in cases determined by it, even if it is not consistent with the sequence above.
9. In case of escalation of the user complaint before the Commission, and referring if to the service provider by the Commission for reporting, the service provider shall:
 - a. Provide the Commission with a detailed response to the complaint, and the position of the service provider regarding it.
 - b. Provide the Commission with a copy of the complaint record detailing the handling procedures.
 - c. Provide the Commission with the information and documents required in the complaint.
 - d. Respond to the Commission within the deadline determined by the Commission.

The service provider may also communicate with the user to resolve the complaint by mutual consent during the processing of the complaint by the Commission.

10. If the service provider does not respond to the Commission with the details, information and documents required within the specified period, or the complaint is not settled by mutual consent, the Commission shall decide on the complaint and issue its decision or register and close it, in light of the available documents.
11. The service provider shall implement the decision of the Commission on the complaint, immediately upon notification thereof, and without exceeding the deadline set by the Commission.

Article 25 – Complaints against service providers relying on other service providers

1. The provisions of this Article shall apply if a user’s complaint to a service provider (“Service Provider A”) concerning the latter’s service relates to matters under the control of another service provider (“Service Provider B”), on whom Service Provider A relies for the provision of his services in accordance with his license:
 - a. No later than 1 day from his receipt of the user’s complaint, Service Provider A shall transfer to Service Provider B the user’s complaint and shall inform the user concerned accordingly.
 - b. No later than 5 days from the receipt of the user’s complaint through Service Provider A, Service Provider B shall either address the technical or other issues under his control that relate to the user’s complaint or provide the reasons why, in his view, the problem is outside Service Provider B’s control, and shall transmit his response to Service Provider A who must inform the user of the outcome. This shall be without prejudice to any stricter procedures or shorter deadline for the treatment of such complaints by Service Provider B pursuant to his agreement with Service Provider A. Any disagreement between Service Provider A and Service Provider B concerning the cause of the problem complained against by the user shall be resolved pursuant to their agreement’s provisions of dispute resolution and shall be subject to the provisions of the Telecoms Bylaw on the resolution of disputes between service providers.

2. Service providers must clarify, in their service contracts, the extent to which their reliance on other service providers' networks or services may need to be taken into consideration by their users in the event of any cause for complaint, consistent with the above provisions.

PART 6 – FINAL PROVISIONS

Article 26 – Implementation

Service providers must amend their current service contracts in line with the provisions of this Document within no later than 3 months from its adoption and inform their users of any such changes.

هيئة الاتصالات وتقنية المعلومات
Communications and Information Technology Commission

