

The Users Rights Protection and Regulation of the Communications and Information Technology Services

Version No. 1.3

Introduction:

The Communication and Information Technology Regulatory Authority seeks to protect the users' interests by adopting regulatory rules and internationally approved standards that regulate the relationship between the service provider and the user. As well as to ensure the proper access to communication services and a healthy competitive environment, given that the user is the main pillar of any market, by way of setting and developing the laws, regulations, and rules required to ensure fair competition principle. In addition to securing the protection of privacy of users' personal information, along with ensuring the free flow of information to the extent that enables the licensee or the service provider to provide new and innovative services.

1. Definitions:

The following terms and expressions wherever appear in these regulations shall have the meaning assigned to them. The definitions stipulated in the Law of the Communication and Information Technology Regulatory Authority and its Executive Regulations:

Authority: The Communication and Information Technology Regulatory Authority (CITRA).

Regulatory Framework: The Law No. 37 of 2010, as amended, and its Executive Regulations and any other regulations, directives, rules, orders, or notices, including without limitation the terms and provisions related to the protection of the users and their privacy as issued by the Authority.

The licensee or service provider: means the person licensed to provide one or more telecommunication services to the public or licensed to run, establish or operate a telecommunication or internet service network seeking to provide telecommunication services to users, these include the providers of information or content broadcasted by such telecommunication network

Authorized Distributor: means any person who is a party to an agreement by which the licensee assigns a local company to sell or promote products or provide telecommunication services or information or content in its capacity as an agent, distributor, concessionaire, or license holder in consideration for profit or commission.

Telecommunication Services: a service that, wholly or partially, involves sending information, its reception, and passage over telecommunication networks using any local and international telecommunication process, including the Internet.

User: any person who is a party to a contract with the public telecommunication operator for the provision of telecommunication services.

Personal Data: means the data related to a natural or legal person whose identity is identifiable by such data, either directly by identifying the name and ID, the financial information, or health, ethnic, and religious information. As well as any information that permits determination of the geographic location of such person or tracking systems for persons or the personal print or genetic blueprint or by combining the data available and any other data or any audio file, including the concerned person's voice. In addition to any other identifier that permits physical contact or through the Internet, hereinafter called "Data Subject"

Emergency Calls Service: permitting the user to make instant unlimited calls for specific telephone numbers to be determined by the competent government bodies.

Bill: means a document issued by the licensee or service provider showing the prices for services provided to the user.

Complaint: means any correspondence or communications recorded provided by the user by any proper means at any place determined by the licensee, in which it expresses its non-satisfaction of or complaint against the provision of telecommunication and internet services or in relation to any matter falling directly within the scope of the licensee or service provider work.

Pre-paid Service: means the telecommunication service paid for before the provision of the service.

Post-paid Service: means the telecommunication service paid for concurrently with or after the provision of the service.

Privacy Notice: means the notice or message addressed by the licensee regarding the personal information of the user and the practices to be carried out in its regard.

Fair Use Policy: a policy attached to the terms and conditions for the provision of service by the licensee or the service provider to ensure optimal efficiency of services in an equitable way. This aims to preserve justice in the distribution of services amongst the users and protect both the licensees or the service providers and the users from improper delivery of services.

Commercial Letter: a letter of commercial nature dispatched by way of electronic media of whatever form, both in audio or written format, including without limitation: email/ SMS, whether dispatched against fees or as free service.

Directory: the Subscribers' data in the telecommunications public network.

Marketing Practices: an advertisement made by the licensee for promoting and marketing its services.

2. General Provisions

- 2-1 These regulations shall apply to all service providers licensed by the Authority and all their respective services.
- 2-2 The electronic transactions to be executed between the service provider and the user shall be subject to all laws and regulations issued by the Authority in this regard and any other laws prevailing in the State.
- 2-3 The licensee shall determine the terms and provisions for the provision of telecommunication services to be provided to the users.
- 2-4 The service provider shall make available a paper copy of the terms and provisions of the subscribers at all service branches of the licensee or service provider and branches of authorized distributors in both Arabic and English languages.
- 2-5 The terms and provisions shall be made available to the subscriber through the licensee's website, and they must be presented clearly and drafted in an easy-to-access place. The terms and provisions must be displayed on the same page of the relevant service and must be presented in both Arabic and English languages.
- 2-6 The licensee or the service provider shall obtain prior approval from the Authority before documentation, publication, and circulation of these terms and provisions and any modification thereto.
- 2-7 The service provider shall prepare the rules and mechanisms for the sale of its services through an electronic transaction, or telephonic communication consistently with the relevant laws, regulations, decisions, and legislation. The Authority must approve the rules and mechanisms of sale in advance.
- 2-8 The statement of terms and provisions must include the fair use policy and the subscriber guide to the mechanism for obtaining a copy thereof.
- 2-9 These regulations do not limit nor restrict any rights vested in the subscriber in accordance with any laws, regulations, or other decisions or legislation related to this matter.
- 2-10 The fees applicable on termination of the contract must be stated.
- 2-11 The service provider must provide various and easy channels that enable contact with the subscriber, subject to the provision of proper tools for persons with disabilities.

3. Duties of the licensee or service provider upon application for subscription

- 3-1 The licensee must hold clear express approval from the service applicant upon subscription. The approval may be in writing on the Subscription Contract or

oral or by electronic mail. The licensee undertakes to maintain a copy of the subscriber's approval.

- 3-2 In the event a subscriber is assigned a free service for a specific period, the licensee undertakes to suspend the service after the expiry of the free period, and the subscription may not be converted into a contract without the subscriber's approval as mentioned in the above article.
- 3-3 The licensee or the authorized distributor must verify the validity and authenticity of the service applicant ID as issued by a competent government body (civil ID, passport, or driving license) and take a photocopy of it.
- 3-4 The licensee or service provider shall demonstrate the following to the subscription applicant, before executing the service contract:
 - a- The details of prices for services requested, including the service tariff and any other amount payable in advance as from the commencement date of the service contract or upon completion of the service, if any.
 - b- Service details and all privileges and features the licensee or service provider undertakes to provide.
 - c- Details of liabilities against the subscription applicant and the outcomes arising from non-compliance and the details of any discounts or promotions, if any, and their date of commencement and expiry, and any liabilities applicable to the Subscription applicant, at, during, or after end of discount, promotion or offer period.
 - d- The mechanism for service variation and cancellation.
 - e- All information indicated under this Article must be clear and easy and must be provided in both Arabic and English, at the subscriber's request.
- 3-5 The licensee or service provider shall facilitate the procedures for requesting the service, as possible, through its channels, represented in the branches, electronic applications, authorized distributors, and others, as well as to make its services available at all of its ports, without limiting the provision of services to certain ports only.
- 3-6 The licensee or service provider must open an electronic file for each subscriber in which all subscriber's documents, requests for the services, invoices, and complaints raised by the subscriber in this regard are directly kept.
- 3-7 The licensee or service provider must obtain express consent from the service applicant for the provision or activation of the service, demonstrating his knowledge and acceptance of all service requirements, obligations, and provisions. It is impermissible to approve the subscriber's acceptance of service if he did not request its activation.
- 3-8 The licensee or service provider must provide the subscriber with a copy of the service contract, whether such contract in paper or electronic form, or the text of the message or otherwise. Moreover, he must enable the subscriber to obtain a copy of the contract at any time upon demand through the communication center; procrastination in doing so by way of transferring the subscriber to other functional divisions of the licensee is prohibited.

- 3-9 The licensee must demonstrate the terms and conditions related to the early termination of the contract by the subscriber, including by calculating the fees accrued by the subscriber due to the early termination.
- 3-10 The licensee or service provider may grant the subscriber new services for a trial period according to the following terms:
- The subscriber may request the service cancelation during the trial period, without cause. Moreover, it is permissible not to subscribe to the service after the expiry of the trial period without the need for the Subscriber's confirmation of the same.
 - The trial period shall not be less than 5 working days from the date of activating the service. The subscriber must not be bound to subscribe to the services after the expiry of the trial period without express consent from the subscriber.
 - If the new service granted to the subscriber implies the consideration for a device attachable to the service, the subscriber shall afford the cost of such device only if that device attached to the services is secured so that it only operates on the licensee's systems and networks. Then, the licensee must unlock the device if the subscriber pays for the device price.
 - The licensee may attempt to solve a complaint causing the subscriber to request for cancelation of the new service if the subscriber approves so, provided the problem-solving procedures do not exceed 5 working days from the date of taking the subscriber's approval.
- 3-11 If any of the services to be provided by the licensee imply a device, then it must be unlocked if the subscriber pays for the device price and upon the expiry of the contract term.
- 3-12 The licensee must determine the balance charging channels for pre-paid services and the period of validity of subscription thereto.
- 3-13 After each balance charging process for pre-paid services, the licensee must serve the subscriber a notice, free of charge, by SMS or any other means available with the value of the new balance, and the period of validity of subscription thereto.
- 3-14 Upon request for the service contract, the licensee or the service provider must verify the identity of the service applicant.
- 3-15 Upon signing the service contract by a distributor authorized by the licensee or the service provider or their representative, then the licensee or the service provider must ensure reception of all documents required within 10 working days from the date of contracting.
- 3-16 The service provider shall have the right to make amendments as necessary to the contract in accordance with the following terms:
- The Authority's approval of such amendment;
 - Elapse of a period not less than a year from the date of contract signing, unless the Authority prescribes another period.
 - To serve the subscriber a notice with the amendments 60 days before the amendment enters into force.

- The subscriber's written approval or e-signature by "Hawyti" App. (for individuals) (comprehensive review of the procedures) to continue the service contract in accordance with the new amendments before their entry into force.
- 3-17 The service provider must rectify any of the components of its network outside the subscriber site and its devices assigned for the provision of service, including the connections, equipment installed or supplied by the service provider within the subscriber site, while the service provider bears all maintenance and repair expenses required.
- 4. Duties of the Licensee or service provider upon the Subscriber's request for cancellation of the service**
- 4-1 The subscriber shall have the right to request for cancellation of the service at any time, and the licensee or service provider must implement his/her request for cancellation of the service upon demand without the need to wait for the completion of his/her contractual obligations. While calculating the actual value of his/her use until the date of submitting the request for cancellation. The subscriber should not be bound to continue the service until the completion of his contractual obligations unless he provides his/her consent to that effect.
- 4-2 The licensee or the service provider must facilitate the procedures for requesting cancellation of the service through the media available to request for addition of service by the licensee or the service provider and not to limit the requests for service cancellation to certain places exclusively.
- 4-3 The licensee or the service provider must not ask the subscriber to visit the customer service desk to cancel the service, unless in cases of final cancellation of the contract. Neither the licensee nor the service provider may bind the subscriber with a minimum limit of the service contract term, unless after the approval of the Authority or as directed by the Authority in this regard.
- 4-4 Upon requesting for cancellation of the service by the subscriber, the licensee or the service provider must verify the identity of the subscriber applicant for cancellation.
- 4-5 A subscriber to a post-payment package (bills) may request for cancellation of the service at any time he/she wishes. The licensee or the service provider must implement his/her request by canceling the packages or modifying them to other packages from the date of submitting the request, provided that the cancellation of services becomes valid concurrently with the end of his/her obligation as per the package used. It is impermissible to approve the validity of the cancellation in case of submitting the request
- 5. Suspension or cancellation of the service by the licensee or the service provider**

The licensee or the service provider must, before suspension or cancellation of the service, serve a notice to the subscriber two days at least before the suspension process takes place vide SMS or any other media, provided that such notice is made in both Arabic and English languages.

6. Internet Services

- 6-1 The licensee or the service provider must not enable the subscriber to use the internet service unless after applying for this service.
- 6-2 The service provider must serve the subscriber a notice upon the consumption of 80% of his/her internet package or towards the end of his/her subscription period vide SMS or any other media of communication available.
- 6-3 The service provider or the licensee must suspend the internet service upon the consumption of the full subscription for the internet data package, or upon the end of the subscription period. The subscriber will be notified by SMS or any other media of communication available with the suspension of the service and the method of re-subscription. As well as the costs of the internet use out of the package and any other packages available before the Subscriber. Moreover, the subscriber may not be charged with further costs for non-suspension of the service by the licensee, as stipulated in this Article.

7. Invoices and Payments:

- 7-1 The licensee or the service provider must secure free media that enable the subscriber to monitor and control his/her consumption of any service, whether pre-paid or post-paid.
- 7-2 The licensee or the service provider must adhere to the following:
 - a- Providing the invoice to the subscriber upon request;
 - b- The invoice must be updated, accurate and properly drafted and prepared in clear simple, and understandable format, and must be presented in both Arabic and English, as per the subscriber's choice.
 - c- The invoice must contain sufficient information about the services provided, to enable the subscriber to verify his usage of these services and the accuracy of the fees prescribed and charged against him, including:
 - 1- The services provided and the fees chargeable against such services and the method adopted for calculating such fees.
 - 2- Details of the use of those services, including the duration of calls, the amount of data used, and any further fees or amounts for other services, if any.
 - d- Clear reference to the amounts accrued for the preceding periods and their due dates.

8. Amounts payable for the preceding periods and their due dates

- 8-1 The licensee or the service provider must retain the subscriber's invoices for a period not less than one year from the date of its issuance or any other longer period required under any other regulation; unless there is an existing dispute on the invoice. In such a case, the service provider must retain the invoices until the date of closure of the complaint. The licensee or the service provider shall bear the burden of proof of the authenticity of amounts in case of any dispute.
- 8-2 The licensee or his delegate must provide the Subscriber automatically and without request a statement denoting reception of any amount paid, showing the type of service payable for and the amount of payment and its date.
- 8-3 The licensee or the service provider must provide the means necessary to enable the Subscriber to inspect the free units he/she holds and his/her consumption and balance at any time.
- 8-4 The licensee or the service provider must provide evidence that is satisfactory to the Authority, including the periodic auditing reports, if necessary, which substantiate his/her use of an invoicing system accurate and effective for calculating fees and issuing invoices.

9. Complaints Procedures

- 9-1 Each licensee to telecommunication services must undertake the following:
- 9-2 Establish a special section responsible for receiving and solving subscribers' complaints.
- 9-3 Set out the procedures for reception and review of subscribers' complaints and finding solutions thereto.
- 9-4 Provide customized reports as per the Authority request with respect to the procedures for receiving and solving complaints, provided that such reports include the timing, classification and time ratio for the subscriber waiting time on hold to cover the time period of the report.
- 9-5 The licensee or the service provider must ensure the quality of customer service in the complaints section and that the subscriber waiting time on hold does not exceed one minute at maximum.
- 9-6 The licensee or the service provider must ensure the following:
- 9-7 The possibility for submission of the complaint through all media available, either electronic or vide telephone communication or personal attendance procedures any other media, and must not obligate the subscriber to a certain means of submission of the complaint, and secure easy and clear access to such media.
- 9-8 The subscriber must be provided with a reference number for his/her complaint.
- 9-9 Processing of the complaints must not exceed (3) working days from the date of the complaint submission.

- 9-10 The subscriber must be provided, after submission of his complaint, with an SMS or any other means of communication indicating the method of following the complaint up.
- 9-11 To supply the subscriber, upon closure of his complaint, with a written response on the proposed solution, and serves the subscriber vide SMS, electronic or paper form or any other means. In the event that the licensee or the service provider rejects the complaints, this response must be in writing and well grounded.
- 9-12 Once the subscriber objects to the accuracy of an amount claimed for by the licensee or the service provider; then the licensee must suspend his claim for the amount disputed and must not cancel or suspend the service on this ground, pending his resolution of the complaint. This does not relieve the subscriber from the payment of the undisputed amount during the period of payment specified in the invoice.
- 9-13 The licensee or the service provider must keep the complaint submitted by the subscriber and all procedures performed for a period not less than one year from the date of the resolution of the complaint. The said complaint must be kept with all documents required from the licensee or the service provider for their submission to the Authority upon demand.
- 9-14 The subscriber may raise the complaint to the Authority upon the expiry of the complaint processing period or upon receiving a reply from the licensee or the service provider. In this case, the licensee must undertake the following:
- a- Provide the Authority with a detailed response to the complaint and the situation of the licensee or service provider towards it, within a period of 24 hours at maximum or as the Authority sees fit depending upon the circumstances.
 - b- Provide the Authority with a copy of the details of Complaint Processing Procedures.
 - c- Implement the Authority's decision issued on the complaint, upon receiving a notification of it.
- 9-15 The licensee or the service provider may request for extending the duration set forth by the Authority to fulfill the submission of the documents necessary in the cases requiring extensive research or procedures, provided that the extension period may not exceed additional ten working days from the date of Authority's request for investigating the complaint.
- 9-16 The licensee or the service provider must provide all details of the complaints procedures to the subscribers by publishing the same in the terms and conditions available on its website or providing a published copy in the service branches and the branches of authorized distributors.
- 9-17 The licensee must indicate in the complaints portal of the website or the application the possibility that beneficiaries/users recourse to the complaints department of the Authority to resolve the issue; in the event that the licensee or the service provider fails to resolve it.
- 9-18 The licensee must provide any information requested by the Authority in case of considering a complaint filed to the Authority by the subscriber, whether

related to the contract, provision of service, subscription to the services, or computation of amounts. As well as whether such information is substantiated by contracts written in papers or by marketing communications or electronic communication within a period to be specified by the Authority from the date of the request for such information by the Authority.

10. Protection of Data and Privacy Provisions

The licensee or the service provider undertakes, in order to provide telecommunication services, to adhere to the following:

- a- Non-collection, use or disclosure of any personal information related to the subscriber without obtaining official approval from him or his duly authorized designee.
- b- Not requiring submission of unnecessary personal information for the provision of a specific product or service, moreover the licensee or the service provider may not require the provision of a product or service in consideration of the Subscriber's approval of collecting his data and personal information irrelevant to the provision of this service.
- c- In order to indicate the purpose of collecting all personal information related to the Subscriber as required for the provision of the service and the method of using such information.
- d- To obtain the subscriber's approval before disclosure of any personal information related to him to a subsidiary or affiliate company or a third party for marketing purposes.
- e- Take all security measures required for the protection of the Subscriber's personal information against loss, damage, or disclosure or their replacement with untrue data and information or to add further information recorded, these measures must be secret.
- f- The licensee must adhere to the regulation on the protection of privacy of the data issued by the Authority, the laws and regulations, decisions, and relevant laws prevailing in the State of Kuwait.

11. Fair Use policy

The licensee or the service provider must design and deploy fair use policies in an apparent easy-to-access way, subject to approval by the Authority of such policy. The licensee or the service provider must deploy a fair use policy and provide it to the Subscriber upon demand. Moreover, the licensee or the service provider must, before concluding a service contract subject to the fair use policy must notify the subscriber of the same and demonstrate it to him in a clear and easy manner.

12. Spam Messages

- 12-1 The licensee or the service provider must comply with the instructions and decisions issued by the Authority regulating spam messages, including establishing a database to cease reception of such kinds of messages upon request by the subscriber. All licensees and service providers must adhere to providing the service.
- 12-2 The licensee or service provider must obligate any person wishing to use the telecommunication services or networks for communication with the subscriber for the purpose of sending a commercial message to the following:
 - a- Time permitted for sending commercial messages is the time between 07:00 am to 10:00 pm according to Kuwait time.
 - b- Provide sufficient information identifying the identity of the consignee, and granting the Subscriber an option to cease reception of such types of messages by an easy-to-access and usable means.

13. Emergency Services

- 13-1 Every licensee or service provider must ensure access by its subscribers to all emergency services specified by the concerned government entities at all times.
- 13-2 The licensee or the service provider must not receive any fees in consideration for the provision of emergency services to the subscribers unless otherwise provided by the Authority.
- 13-3 the Authority may obligate the licensee or the service provider to take the actions required for ensuring access by persons with disabilities to emergency services, including the services of sending SMS, videos and any other services depending on the dispatch of the services of the internet network.

14. Marketing Practices

- 14-1 Marketing practices may not be used in exploiting any consumer or group of consumers by virtue of their ages, lack of knowledge or experience and the

language barriers, or their mental or physical disabilities, or cases of weakness relevant to a consumer or group of consumers.

- 14-2 The marketing practices may not include a description or reference to any person (whether natural or legal) in an abusive way.
- 14-3 The marketing practices must not cause fraud or deception to the consumer by inaccuracy, exaggeration, or omission, including the use of the term "a speed up to" and omits to mention the minimum speed in the same advertisement.
- 14-4 The licensees must not submit false or untrue claims on their services or the services of other licensees or relevant to the market condition.
- 14-5 Any notes, statements, or waiver of responsibility must be included in the marketing practices in a clear and understandable manner so that they do not interfere with the essence of the marketing practices, weaken it, or modifies it.
- 14-6 The licensee may not impose any fees for the package of services or promotional offer after the expiry of the trial period of the package or end of the period set for the promotional offer unless it satisfies the following requirements:
 - a- To serve a written notification to the subscribers with the date of expiry of the trial period or deadline for the promotional offer before its expiry within a period not less than 24 hours.
 - b- Take the subscriber's written approval of the request to continue the package of the offer after the end of the free trial period or the deadline for the offer.

14-7 The licensee's marketing communications

The licensee may not perform marketing communication for its services with the object to offer the sale of its services or products to the subscriber unless after obtaining prior written approval of the subscriber to receive such communications. Moreover, the licensee must adhere to the following:

- The subscriber is communicated with by the official communication channels of the licensee or the authorized distributor.
- The communication is registered, taking into consideration the requirements for keeping records.
- To verify the identity of the communication recipient and that he/she is the owner of the communication number or his/her legal representative.
- The licensee's representative must disclose, at the beginning of the communication, his/her name, the licensee it represents, the cause for communication, and must ensure the subscriber's desire to continue the call or not.
- Clearly demonstrate the offered services, as well as its privileges and obligations.
- To disclose during the communication the full price for any product or service related to the subject matter of the communication.

- **The request for the offered service must be documented in accordance with a mechanism for activating and modifying the additional services and modification of packages.**
- **To enable the subscriber to withhold a marketing communication free of charge, at any time.**