

Regulations on the Protection of Rights of ICT Services' Users and on the Terms of ICT Service Provision

Shawwal 1441 H

June 2020

Version 1

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.

This document is issued in order to achieve these goals, and in accordance with the regulatory tasks assigned to the Commission under the Telecommunications Act, the Telecommunications Bylaw and the Commission Ordinance, taking into consideration the needs of the Kingdom's evolving ICT markets, and after studying the international best practices in this field.

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. “Additional services” means a set of optional services or features that users may subscribe to in addition to subscribing to a basic package, as these services are not offered by the service provider as separate services.
2. “Address” means the national address of the citizen, resident, or a public or private legal person, identified by the relevant authority and which has all the statutory implications of reporting, or the address specified by the user in the absence of a national address.
3. “Amendments to the contract that are not in the interest of the user” means any amendment that results in reducing, decreasing, restricting, or preventing the use or obtaining any of the advantages of the basic or additional services due to the user at the beginning of the service contract, or in adding any additional obligations for the user, or in cancelling the user's basic package.

4. “Business user” means any juridical person among companies, commercial establishments and equivalent entities, that uses or requests ICT services.
5. “Complaint” means a user’s expression of his dissatisfaction with a service provider and/or any matter relating to one or more of his services, which is expressed by the user through a submission to this effect through one of the available complaint channels.
6. “Credit limit” means the maximum limit of total recurring and non-recurring service charges the user is requested to pay per billing cycle.
7. “Deposit amount” means the monetary amount requested by the service provider from the user according to the provisions of this document, to ensure his financial right towards the user.
8. “Emergency services” means the numbers specified by the Commission in its regulations as emergency numbers, which allow users to access them at no cost.
9. “Government user” means any juridical person among ministries, authorities, public institutions, councils, national centers and equivalent entities, that uses or requests ICT services.
10. “Individual services” means telecommunication services provided by a service provider separately or combined with other telecommunication services or together with other separate products
11. “International roaming” means a service that enables mobile users to use telecommunication services while visiting other countries or during traveling by air or sea.
12. “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, which includes details of the financial charges that the user is required by the service provider to pay in exchange for the service / services provided to the user.
13. “Loyalty program” means the preferential benefits that a service provider provides to its customers.
14. “Minimum period of contract” means the minimum duration of a subscription to a service.
15. “Non-periodic charges” means the charges for telecommunication service/services, that appear on the invoice only as a result of using the service/services, which do not fall within the scope of periodic charges.
16. “Offer” means a permanent or temporary offer 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.

17. “Periodic charges” means charges for telecommunication service/services that appear continuously on every periodic invoice, regardless of their actual use, and end only once the telecommunications service is terminated or cancelled.
18. “Personal information” means every statement - whatever its source or form - that would specifically lead to recognize the user, or make him directly or indirectly identifiable, including a name, personal identification number, address, contact details, license number, personal records and property, bank account number or credit card, a user’s static or animated image, and other data of a personal nature.
19. “Postpaid service (or invoiced)” means a service provided by the service provider that enables the user to use it in exchange for a fee paid after its use, based on the periodic invoice issued by the service provider.
20. “Prepaid service” means a service provided by the service provider that enables the user to use it in exchange for a fee paid before providing the service.
21. “Remaining balance” means the monetary amount remaining in the user’s account after the expiry of the subscription’s duration, including calling minutes or data and other unused and remaining services after the end of the subscription period.
22. “Restrictions on use” means restrictions or exceptions set by the service provider that restrict the consumption of any of the services. These limitations relate to quantity, time, and speed.
23. “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 instruction by the Commission.
24. “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.
25. “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 for emergency services and contact channels of the service provider.
26. “Service(s)” means electronic communications services between fixed, mobile or limited mobility devices and equipment in the public communication network.

27. "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, specified by the Commission.
28. "Host service provider" means the service provider who owns the ICT infrastructure on which another service provider relies to provide his services.
29. "Settlement" means the amount deducted by the service provider from the amount due by the user, or reimbursed to the user as a result of the inability of the service provider to meet all or part of his obligations or of the service provider's non-entitlement to the amount, or for other reasons, whether on the service provider's own initiative, or based on a complaint from the user or on a decision by the Commission.
30. "Subscription duration" means the period of time during which a subscription remains in effect for a user of a particular service, under the same terms and conditions.
31. "Trial period" means a temporary period granted by the service provider to the user (in return for, or free of, charges) for the purposes of trying and/or testing its services and products.
32. "User account" means an account number assigned by the service provider to a user, to regulate the payments of financial obligations arising from the service(s) provided.
33. "User" means any natural or juridical person who uses ICT Services.
34. "User with disabilities" means a natural person with proof of a long-term, partial or total, physical, sensory, mental, communicative, psychological or intellectual impairment which may hinder its full and effective use of telecommunication services or associated (e.g., information) services on an equal basis with other users, without special needs.

Article 2 – Implementation of Scope of Regulations

1. The provisions of this document shall apply to all licensed service providers by the Commission in the Kingdom of Saudi Arabia and to all users of their retail telecommunication services.
2. The Commission shall perform a periodic review of this document, and shall effect any amendment or update of this document by a decision of His Excellency the Governor.
3. Service providers must comply with the implementation of the provisions of this document in all their dealings with users of telecommunication 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.

4. 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.
5. 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 Commission 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. Clarifications about the method of subscription and cancellation of the service(s);
 - b. Information about the outlets providing its services;
 - 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;
 - h. Explanation of the number of minutes and/or the amount of data, and how to use the balance during or outside peak periods (in case there is a difference);
 - 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 cases in which usage restrictions apply;
 - 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. Clarification of the mechanism for applying a settlement with the user, in case the service provider is unable to meet the quality standards approved by the Commission or as stipulated in the service contract, if applicable.
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 if there are any restrictions, or terms of use, or obligations related to them, they should be mentioned in the advertisement, in a way that does not mislead the user, and the service provider must also use its own approved trademarks in these communication channels.

Article 4 – Telemarketing

1. The service provider may not engage in telemarketing its services or products for purposes of sales to the user without the user's prior consent, and subject to the service provider's compliance with the following obligations:
- a. To contact the user only through the official communication channels of the service provider;
 - b. To record the communications taking into account any record-retaining requirements;
 - c. To verify the identity of the call recipient and that he is the owner of the number in question, or the identity of its statutory representative;
 - d. At the beginning of the call, the service provider's representative should disclose his name, the service provider he represents, the reason for the call, and verify whether the user wishes to continue the call or not;
 - e. To clearly explain the offered service, its advantages and its associated obligations;
 - f. To disclose, during the communication, the full price of any product or service that is the subject of the communication;
 - g. To document any request for the offered service according to the mechanism for activating and modifying of additional services and packages, set forth in Article number (9) of this document;

- h. To enable the user to block telemarketing free of charge, and at any time.

Article 5 – Obligations for trial periods and promotions

1. 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:
 - a. Providing the user with a notice of the expiry date of the free trial period or the time specified for the promotion at least 24 hours in advance, so as to allow the user to take a decision on whether to continue or not.
 - b. 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 of and accepts all the terms of the service, and the related obligations and provisions.

PART 3 – SERVICE CONTRACTS

Article 6 – Application for service

1. Users of a service and their representative, if any, must be aged at least fifteen Hijri years. An application for establishing a 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 postpaid service to a user upon proof of his/her indebtedness to that same service provider or if the service provider has legitimate proof of that user's indebtedness to another service provider, provided that this debt is not the subject of a still pending dispute or complaint.

Article 7 – Deposit amount

1. A service provider may request payment, by the user, of financial insurance, as a condition for starting the provision of a postpaid service, and its deposit in the user's account as a financial insurance in consideration for its services, and provided 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 user is indebted to the service provider and this is not being disputed;
 - b. there have been previous defaults in payment by the user 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 new user's creditworthiness;

- d. activating international roaming service, at the request of the user.
2. The service provider must indicate to the user 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 requested 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 (10) days from the date of the demise of the cause for the request for financial insurance or the cancellation of the service;
 - b. the lapse of 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.

Article 8 – Minimum content required in service contracts

1. In case of a new subscription of a service or a modification of a current subscription, the service contract must include at least the following information:
 - a. User 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 and 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, as specified by the Commission.
 - 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. Date of the service contract.
 - e. Information on the service provider employee who concludes the contract on behalf of the service

provider, with the employee acknowledging the access and verification of the user's original identity card, when requesting the service through the personal presence of the service provider's employee.

- f. Details of the tariffs and charges required for the services, equipment and devices provided, distinguishing between periodic and any non-periodic charges, whether at the start or the end of the service.
 - g. Details of the services, products and their features that the service provider is obliged to provide, and the mechanisms in place for the settlement amount if the service provider fails to meet the quality parameters approved by the Commission or stipulated in the service contract, if found.
 - h. Details of the terms and obligations of the user and the consequences of non-compliance.
 - i. Details on any discounts or offer/offers, including the period of their validity, and any terms or obligations that will apply to the user during, or after the end of, the discount.
 - j. 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.
 - k. The term of the service contract, and the conditions for its extension, whether automatic or at the request of the user.
 - l. Service billing dates in line with any Commission requirements.
 - m. Conditions for any service modification and termination.
 - n. The conditions under which the service provider has the right to suspend and terminate the service, in whole or in part.
 - o. 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.
 - p. Information on the service provider's:
 - 1. complaint procedures, also including the contact details of the service provider's complaint department.
 - 2. procedures for dispute escalation to the Commission.
2. All information referred to in Paragraph 1 above, shall be presented:
- a. In legible, easy and clear terms.

- b. In Arabic and English.
3. All the information referred to in paragraph (1) of this Article must be documented by the service provider in the service contract and take the user's consent according to what is issued by the Commission in this regard.
4. The service provider shall provide the user with a copy of the service contract upon completion of the information required under this Article and retain the contract in line with the period of retaining indicated in this document.
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.

Article 9 –Additional services, and the modifications of services and packages

1. Service providers must facilitate any procedures and easy communications means, including electronic and by telephone, that enable the user to request a modification or cancellation of any additional services or individual services included in a package of services provided to the user, or request to modify the basic package, and convert from postpaid to prepaid and vice versa, and not require users to submit such requests in person.
2. Service providers must document the user's request for any service and take the user's consent of the service's applicable terms and conditions, including prices, according to what is issued by the Commission in this regard, and retaining it according to the period of retaining indicated in this document.
3. Service providers must provide users with a document that states the request type and the information mentioned above, in paragraph 2 of this Article, and the date and time the service provider executed the request.
4. The service provider must provide the user with a copy of the service contract when modifying the basic package, or when converting from a postpaid service to prepaid and vice versa.
5. The service provider may not automatically activate Internet service for usage outside packages without an activation request by the user.

Article 10 – 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 that is obligatory to the user, and if the service provider wishes to set a minimum, it must obtain the prior approval of the Commission, in line with the Commission's regulatory provisions of the tariff approval procedures, 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 may not make any amendments to the contract that are not in the interest of the user except under the following conditions:
 - a. The Commission's approval of the amendment.
 - b. The expiry of not less than one year from the date the service was established/activated for the user, or expiry of the minimum period of contract, whichever is higher, unless the Commission decides for another period.
 - c. Notifying the user of the amendments 60 days before the date of their entry into force.
 - d. Receiving the user's consent to the continuation of the service contract with the new amendments before they enter into force.
 - e. The service provider must document and retain the user's approval of the modifications, and provide the user with a copy of the amended service contract, as defined in Article (9) of this document.
4. The service provider may, in the event of a minimum period of the contract, give the user the option to choose between his desire to continue the service according to the current contract until the end of the minimum period, or cancel the contract or transfer his number to another operator without any financial compensation due by the user due to the early cancellation of the contract.
5. In the event that the user does not agree to these amendments or request to amend the service according to the packages available by the service provider, the contract shall be considered canceled as of the date of the amendment's entry into force.

Article 11 – 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 in violation of the terms and conditions of their service contract. Users shall be held liable for any such illegal use and its consequences.
2. The user is responsible for the protection of his internal network from any irregular breach, insofar as this breach is due to his calls, or data traffic.
3. Users must pay the deposit amount and any periodic and non-periodic amounts due to the service provider in time as specified in the service contract.

4. 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 to the user;
 - b. The installation of any communications equipment and tools within the site, for the provision, withdrawal, removal, maintenance or replacement of the service to the user.
5. 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 (including telecommunication devices and equipment) throughout the period of service provision or of its availability to the user.
6. Users shall be responsible 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 for electronic communications that they believe have not taken place through their devices or other electronic communications equipment.

PART 4 – SERVICE PROVIDERS' OBLIGATIONS TO USERS

Article 12 – 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, meeting the following minimum requirements:
 - a. Audio communication means through which the user can access an employee of the service provider.
 - b. Electronic communication means through which the user can access an employee of the service provider.
 - c. Set indicators to measure the performance of communication centers with users, and users' satisfaction of them and to handle the reasons for any decline in the level of service provided to prevent recurrence.
2. Subject to the provisions of Article 6 of this document, service providers must provide their services to any person applying for them, unless they are unable to provide the requested service for technical or legal reasons.
3. Service providers must provide their services under the terms and conditions agreed with the user and in line with the terms defined in this document, and consistent with their obligations under any 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. Service providers must verify that they have provided and activated the Services requested by the user and provide proof thereof when requested.
6. Service providers shall not make any changes to user numbers unless this is in line with the terms and procedures stipulated in a relevant Commission statute.
7. Service providers must provide a sufficient number of outlets to serve the users, taking into account the spread and geographical distribution of users, business hours according to seasons, and the Commission's issuance of any rules in this regard, in case it deems it appropriate, by a decision of His Excellency the Governor.
8. Service providers must measure the satisfaction of the users using their services, monitor their opinions, requirements and experience, and find solutions to improve their satisfaction and experience.
9. Service providers should prepare and implement plans and programs to raise users' awareness, publish the rights and obligations of users on their website and in the outlets providing their services, according to the conditions determined by the Commission.

Article 13 – 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, whichever comes earlier, and must ensure that no fees/charges are charged to the user during the period of interruption and faults.
2. Service providers are 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, including any connections and equipment installed or provided by the service providers within the user's premises, or pursuant to obligations they have accepted when agreeing with the user. The service provider shall bear maintenance and repair expenses related to any such elements, for any reason, also including the natural obsolescence of networks and devices.

3. The service provider, upon receiving a fault report by a user, must send to the user via text message the following:
 - a. The report number registered at the service provider.
 - b. The time needed to fix the fault.
 - c. The date and time of his visit to the site - if needed - taking into account the user's availability.
 - d. A verification number to ensure that the fault is fixed and to request that the user close the maintenance request.
 - e. The settlement amount for the monetary compensation during the fault period - if any.
 - f. A notification to the user after the fault repairment is completed.
4. 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.
5. Users, before communicating with the service provider, have to verify the proper functioning of their connections and any equipment they are responsible for in their premises, with the exception of any connections and equipment installed or provided by the service provider within the user's premises, or as part of the service provider's obligations when agreeing with the user.

Article 14 – Maintaining the privacy of user data and his communications

1. Service providers must abide by the regulations and decisions issued by the Commission or any other specialized competent authority, with regard to maintaining the privacy of users' personal data.
2. Service providers must treat all user data as confidential, and must protect them and take all necessary measures to prevent their infiltration, destruction, loss, embezzlement, usage, handling, modification or unauthorized access in violation of this document or any related Commission statute.
3. Service providers must maintain the confidentiality of communications and data sent or received through their public telecommunications networks and shall not allow any of their employees, affiliates or other parties to view, listen to or record them except in accordance with legal justifications.

Article 15 – Invoices

1. Service providers must provide free and easy means to enable users to monitor the consumption of services they have used.
2. Service providers must invoice postpaid services by the end of every calendar month.

3. Service providers may not invoice any service charges in advance for postpaid 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 for this to be saved or printed.
5. Service providers may not charge the user any amounts in excess of the charges applicable to 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 services;
 - 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-periodic charges;
 - f. Details of periodic 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;
 - k. Settlement amount - if any;
 - l. Loyalty program - if any;
 - m. Any other financial amount for the service - if any;
 - n. Deposit amount;
 - 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.

7. Means of filing complaints with the service provider: The service provider shall retain copies, in paper or electronic form, of the issued invoices, according to the period specified in this document, bearing the burden of proof for the validity and accuracy of the invoiced amounts in case of any dispute.
8. 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, and retain the document for the duration of the related invoice.
9. 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 number, or that he requested it. 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.
10. 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.
11. 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 periodic or non-periodic charges, provided that they are invoiced and claimed to the user within (60) days from the due date.
 - b. The amounts are valid for international roaming charges, if invoiced and claimed to the user within (60) days from the date of use.
12. If a user so requests, the service provider may conclude a written agreement with him to pay in instalments, as may be appropriate and enforceable, provided that the service provider ensures that the following conditions are met:
 - a. the amount of one instalment for the charges in paragraph number 11(a) of this Article does not exceed the value of the credit limit for the period in question, unless the user wants to pay a higher amount.
 - b. the amount of one instalment for the charges contained in paragraph number 11(b) of this Article does not exceed twice the credit limit value for the period in question, unless the user wants to pay a higher amount;
 - c. the amount of the instalment does not fall within the value of the credit limit of the invoice in which it is included;

- d. the service provider retains a copy of such agreement, until the payment of the full amount in question has been completed.
13. 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.
14. Service providers must reimburse to their users any amounts due to them by the service provider, within (10) days at most from the date of the user's request or discovery if the user requests to transfer the amounts to his bank account, and within (5) five days if the user requests adding it to any account belonging to him with the same service provider.

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 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 mechanisms, terms and conditions that allow the transfer of the remaining balance between different types of service subscriptions to 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 transfer or cancellation of the service.
8. The service provider shall provide clear information on how the user can benefit from the additional services for prepaid services.
9. The service provider is not entitled to cancel the service before the expiry of the subscription duration without a legal reason to cancel this service.

Article 17 - Credit limit

1. The service provider must determine the credit limit and include it in the service contract, according to what he considers appropriate to him and may not raise it except upon the user's request. The service provider must meet 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, and in the event that the user requests that his package be modified to a package with a fee higher than the credit limit, then this will require raising the credit limit automatically to the value of the new package as a minimum.
2. The service provider must 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 documented 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 (5) 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 capacity of the subscribed internet package, notifying the user by an SMS about the suspension of the service, with an explanation of how to reactivate 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. In case of non-payment of outstanding amounts by the user, the service will continue to be suspended during the next billing cycle and the next invoice may include only any periodic service charges.
7. Service suspension due to exceeding the credit limit must be limited to services that are subject to non-periodic charges. Services subject to periodic 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 (in case the user does not choose one of these languages), 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. Means to contact the service provider for free 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. Clarification regarding the quality of service in mobile telecommunication networks in other countries depending on the service provider in the country where the roaming service is used
 - m. Display the 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 the network of a service provider in another country.

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 the user's request in accordance with any Commission statute regarding number portability.
2. The user has the right to request the transfer of fixed telecommunication services from one location to another. The service provider shall comply with the user's request according to the available technical capability and in accordance with the Commission's regulations in this regard. The service provider shall suspend the service and not count any service charges from the date of the request to transfer the service until the date of its activation in the new location.

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 proof of his 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, relocation or cancellation of services, or their transfer to another service provider, and they shall allow their users or their legal representative to make such applications through telephone contact, electronic means, or by attending in person in any of their service providing outlets, without limitation to specific means, and without obliging the user to attend in person.
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 cancelled from the date of the application, without prejudice

to the service provider's right to claim any statutory sums resulting from the service before the date of its cancellation request.

3. The user has the right to request suspension of his postpaid services for a period not exceeding (12) months. During the suspension period, only the suspension fees approved by the Commission will be charged, and if there is a minimum commitment of the service contract the service provider may extend the commitment period for a period corresponding to the service suspension period, provided the service provider notifies 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 by the user to 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. 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 cancelled by the user before the end of the contract period.
6. Service providers shall document the user's request to suspend or cancel the services, take the user's consent before executing the request, and retain it for the period of retention indicated 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. The service provider must suspend or cancel the service if the Commission requests such service suspension or cancellation in the following cases:
 - a. If he receives a request for suspension or cancellation from the Commission.
 - b. If he receives a request for suspension or cancellation from the user.
 - c. If the legal status of the user changes, which includes the death of the user, the expiry of the date of the validity of the identity, or the final departure from the Kingdom for a non-Saudi, within (3) days from the date the service provider learns about the user's change of legal status, except in the case of death, which will then be within a period of (30) days - unless the Commission decides otherwise.- The heirs may submit a request to transfer the service to one of the heirs during this period, provided that the assignee in this case bears all the obligations arising from the service in question.
 - d. The user does not respond when requested to update his information, or if it is proven that the user provided incorrect data or information, or established the service in violation of the Commission's statutes.
 - e. If the user - in connection with a fixed service - has to leave the location where the service is provided due

to an eviction request 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.

- f. Proof of misuse of the service including disturbing, threatening, defrauding or abusing others, as regulated by the Commission in this regard.
 - g. (60) days have elapsed from the date of the bill's issuance if the user has not paid the sums due during that period, unless the amount is in dispute with the service provider, and the service provider is not entitled to calculate any fees after this date.
9. 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 instalments 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. 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.
 - f. 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 and installed in the user's site.
10. Unless the Commission decides otherwise, or if the cancellation request was by the user, a cancellation of the service by the service provider must be preceded by the following procedures:
- a. Suspension of service by suspending the outbound services only, for at least (15) days prior to the cancellation, ensuring, however, that the user is able to receive incoming calls, call emergency services and service provider contact numbers.
 - b. Transmission of a notice by the service provider, at least (5) 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.

11. Cancelling the service does not exempt the user from the following:

- a. Paying all amounts due to the service provider for the service up to its cancellation.
- b. Immediately returning all telecom devices or terminals to the service provider, if these were provided by the service provider, and agreed upon that in the service contract, taking into account the damage caused by normal use.

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 Commission for the period of suspension.

13. The service provider must reactivate the service immediately if an error is found, or the action taken to suspend or cancel the 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, unless compelling circumstances prevent the service provider from doing so. No refund may be requested in this case, and the user shall be exempt from paying any periodic charges due for that period of invalid suspension or cancellation.

14. The service provider shall immediately, and at the latest by the next business day, restore the service that has been suspended after the reasons of suspension have been removed, unless compelling circumstances prevent the service provider from doing so. In cancellations 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 restored based on the available technical capability of the service provider. In addition, the service provider is not obliged to restore the service with the same previous number.

15. The service provider shall not be entitled to suspend or cancel user services due to debts relating to another service, unless debts are added to other services subject to paragraph 13 of Article 15 of this document.

16. 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, or due to a legal reason.

Article 22 – Special rules for users with disabilities

1. The service provider must provide adapted services to users with special needs to ensure they can access such services on an equivalent basis with that of other users, as regards, in particular, the following:
 - a. possibility to access free information about the services and directory enquiry services;
 - b. physical access to the service provider's facilities open to the public;
 - c. provision of 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.

Article 23 – Special rules for government and business users

1. The service provider must provide the following to the government and business users:
 - a. Identify means of communications with the account manager, according to the service provider's policy and inform the user in case of change.
 - b. Verify the legality of the user representative and his delegated powers.
 - c. Provide and allow the systems and programs that enable the delegate to view the details of the services provided, billing details and usage reports, and manage these services in accordance with the delegated powers.
 - d. Provide a service level agreement that includes, at a minimum:
 1. Information, features, prices and terms of service.

2. Means of communications and escalation.
 3. Billing and payment procedures and periods.
 4. Minimum quality of provided services.
 5. Maximum period of repairing of faults.
 6. Responsibilities and obligations of each party.
 7. Settlements that result from violating the obligations and the service level agreement.
2. As an exception to what is stated in this document, the following provisions shall apply to government and business users:
- a. Financial deposit: the service provider may agree with the government and business sector users on alternative mechanisms, conditions, and means for financial deposit.
 - b. Service request: the procedures for providing services to government users apply subject to any rules issued by the specialized authorities regarding the procedures (if any) for government agencies' requests for service .
 - c. Service provision: The service provider must specify the time for providing the services and the required time to implement them if the user's site is ready and the infrastructure that supports the provision of the service is available. If the site is not ready or the available infrastructure does not support implementation of the service, the duration shall be subject to agreement with the user, provided that each party fulfils its responsibilities according to what is agreed upon in the service contract.
 - d. Invoices: the service provider may agree with the government and business users on the period for issuing invoices, claims and payment mechanisms in respect thereof.
 - e. Cancelling the service: The service provider may agree with government and business users on a mechanism to suspend or cancel the service due to non-payment other than what is stated in these provisions, taking into account any instructions issued regarding government agencies.

PART 5 – USER COMPLAINTS

Article 24 – Complaints handling procedure

1. The service provider must establish a special department to receive, manage and address user complaints related to its services.

2. The user has the right to submit his complaint to the service provider 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, or
 - b. the date on which the user becomes aware of the incident or receives the invoice, if it becomes apparent that the user is not aware of the invoice or the occurred incident at the time.
3. A complaint to a service provider can be also submitted by a person for and on behalf of group of users provided that:
 - a. the complaint is based on the same material facts and legal basis;
 - b. the person submitting the complaint also submits proof of legal representation of the users concerned.
4. The service provider must handle complaints within a period not exceeding five (5) days from the date the user submits his complaint to the service provider.
5. The service provider should establish clear and detailed procedures for handling user complaints ensuring its treatment according to the period specified in paragraph (4) above of this Article, taking into account the following:
 - a. The procedures for complaint handling by the service provider shall be in an electronic system, as all the procedures for complaint handling must be saved and documented.
 - b. Submission of the complaint should be made available through all possible means, such as by calling, through personal attendance or other, electronic, means. The service provider cannot oblige the user to be limited to a single means for filing his complaint.
 - c. Users should be provided with a reference number for their complaint.
 - d. Information to the user must be provided by text message (SMS) or other electronic means, after the complaint's submission, on the expected period of time to address the complaint. If the expected period expires before the complaint is processed, users must be informed of the progress of their complaint and of the new period expected for closure, taking into account the total period specified in this document.
 - e. The users must be provided with a written, clear and detailed response (by SMS or email) about the result of their complaint, and not just in summary terms such as "the complaint has been addressed".
6. The service provider must publicise the means through which it receives complaints and its processing procedures on its website and service provision outlets, clearly and prominently, in Arabic and English.

7. The service provider must suspend any claim towards the user for a disputed amount, whether the dispute is before the service provider or before the Commission, and not suspend or cancel the service for that objected amount, until the complaint transmitted to the service provider or escalated before the Commission has been processed completely, but this does not exempt the user from paying the non-disputed amount within the payment period specified in the invoice.
8. Users may escalate their complaints to the Commission, when a solution has not been reached with the service provider within (180) days from the date of the service provider's closing the complaint, or the expiry of the period specified in paragraph (4) of this Article. The Commission may exceed this period in cases in which it was found that there were objective reasons preventing the user from submitting his complaint to the Commission during that period.
9. The Commission may not accept investigating the complaint when there are valid reasons for this, for example:
 - a. If the subject of the complaint is outside the jurisdiction of the Commission.
 - b. If the subject of the complaint was previously decided upon, whether by the Commission or a competent judicial authority.
 - c. If the user has the same complaint, which is still pending before the Commission or a competent judicial authority.
 - d. If the user escalates his complaint after the expiry of the specified regular periods, other than in the case of allowed exceptions.
 - e. If the complaint is unrealistic, incomplete, or based on incorrect requests, or if it does not fulfil the conditions for its admission.
 - f. If it appears that the complaint includes any inappropriate language.
10. The Commission may request from the service provider or the user any data or documents regarding the complaint pending before it, and they must provide the Commission with what is requested within the periods specified by the Commission.
11. The Commission shall terminate complaints submitted to it within a period not exceeding (30) days from the date of their escalation, unless the nature of the complaint requires more time, in which case the user shall be notified of this, and the following shall be considered as the termination of the complaint unless the Commission decides otherwise:
 - a. Settlement between the user and the service provider at any stage of the complaint handling.

- b. The user's approval of the statement or solution provided by the service provider, and the failure of the user to respond by objecting within the time specified by the Commission shall be considered a tacit approval.
 - c. The user's abandonment of his complaint, and the user's failure to respond to the Commission's requests within the specified time shall be deemed to constitute an abandonment of his complaint.
 - d. The Commission's issuance of a decision on the complaint.
 - e. The user's request to close his complaint at any stage of its investigation.
12. The Commission shall decide on the complaint and issue its decision according to the available documents and may request additional information from one or both parties.
13. The Commission may combine complaints related to the same subject and the same material facts, to take a single decision on them.
14. The Commission may receive a user's complaint that does not specifically relate to the user's obligations to the service provider, stipulated in the Commission's regulations or service contract, whether with the aim of improving the quality of services or providing them or other reasons, and the Commission should set the procedures to address them, contrary to what is stipulated in paragraphs 11 and 12 of this Article.
15. 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.
16. The service provider must take corrective actions to address the causes of complaints and ensure that they do not recur.
17. The Commission may refer the service provider to the Telecommunications Bylaw's Violations Committee, if it becomes apparent to the Commission when considering the complaint that it violates their statutes.

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

- 1. The service provider is not exempt from its obligations in handling user complaints in accordance with the provisions of Article (24) of this document if the user's complaint relates to matters under the control of another service provider ("host service provider"), on whom the service provider relies for the provision of his services in accordance with his license.
- 2. The service provider must receive the user's complaint referred to in paragraph (1) of this Article and address it in coordination with the host service provider.

3. Service providers must clarify, in their service contracts, if they rely on other service providers' networks or services.

Article 26 – Retaining of records

1. The service provider must retain any contracts, records, documents, or invoices, or others that are required of him in this document for a period of not less than (12) calendar months, according to the following:
 - a. The service contract and its amendment: the period starts from the date of the service contract's expiry and full payment of dues, and the absence of any dispute between the two parties relating to that service contract.
 - b. Additional services documents, providing and activating services, transferring the service, assigning it, and suspending and cancelling the service: the period starts from the date of submitting the application.
 - c. Invoices: the period starts from the date of their issuance, and where there is no dispute over that invoice, the service provider must retain the invoices 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.
 - d. Subscription records for prepaid services: the period starts from the expiry of the subscription, unless there is a dispute based on such subscription. In the event of a dispute over that subscription, the service provider shall keep the records up to the date of the dispute's resolution.
 - e. The user's complaint and all actions taken on it: the period starts from the date of the complaint's closure.

PART 6 –SETTLEMENT, DAMAGES, IMPLEMENTATION AND COMMITMENT

Article 27 – Settlement and treatment of damages

1. The service provider shall be responsible toward the user in cases determined by the Commission, according to the facts of the case before it, including, for example, the following:
 - a. Service interruption, delay, defects, or failures in transmission, or in communications, or in approved quality of services by the Commission.
 - b. Inability of the service provider to prove the correctness of the amount subject to the user's complaint.
 - c. Inability of the service provider to prove the correctness of the action taken in accordance with what is issued in this document.

- d. The user's subscription to a service based on an advertisement or information issued by the service provider, which turns out to be incorrect or misleading to the user.
 - e. The violation of the service provider of any of the Commission's statutes.
 - f. Inability of the service provider to provide the service according to what was agreed upon with the user, or what the Commission specifies in its statutes.
2. The service provider shall be responsible for the following if it is not proven negligent:
 - a. Providing a financial settlement for the service.
 - b. Correcting a problem to remove its effect on the user.
 - c. Correcting the cause of the problem that led to the settlement, to prevent its reoccurrence again to another user.
 - d. Letting the service contract of the user to be canceled or transferred to another service provider without any obligation of the user.
 3. Any action against the user that violates the provisions of this document shall be void.
 4. The provisions of this Article shall be without prejudice to the provision of any additional settlement stipulated upon in the Commission's statutes, under the service contract, or under the service level agreement between the user and the service provider.
 5. This document does not restrict the user's right to seek compensation before the judicial authorities or other competent authorities if such compensation is due according to the regulations in force in the Kingdom.

Article 28 – Implementation and Commitment

1. The service provider must put the provisions of this document into effect, and abide by its provisions, including amending the existing service contracts in force with users, according to the period set by the Commission.
2. Without prejudice to any other obligations under the Commission's statutes, the service provider must provide the Commission, upon its request or according to any periodic obligations determined by the Commission, with the data, information and documents required to demonstrate its commitment to the provisions of this document.

3. The Commission may take, or assign any person it chooses to take, any measures or procedures to verify the service provider's compliance with the provisions of this document, including field visits or inspection procedures, interview its employees, and review its regulations, procedures, and records.
4. The Commission may take any measure it deems appropriate in accordance with its statutes when a service provider breaches any obligation mentioned in this document.