

CITRA
Communication & Information Technology Regulatory Authority

User Protection and Privacy Rules Regulation

Introduction

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Communication & Information Technology Regulatory Authority aims at protecting the interests of users by adopting internationally approved regulations and standards that organize the relationship between service provider and user, and ensure the provision of communication services in a healthy environment of competition, as the user is one of the basic pillars at any market. This through establishing necessary rules, bylaws, and regulations to achieve the Principle of Fair Competition and secure privacy protection of personal information for beneficiaries'/users'. This in addition to providing freedom of information flow to an extent enabling the licensee or service provider to provide new and innovative services.

1. Definitions:

1-1 CITRA: Communication and Information Technology Regulatory Authority.

1-2 Regulatory Framework: Law No. 37 of 2014 and its Regulatory Regulation, any other regulations, and any instructions, rules, orders, or notices including the terms and conditions related to the protection of beneficiary/user and the privacy thereof as issued by CITRA.

1-3 Licensee or Service Provider: A person who is licensed to provide one or more services of communication to the public, or licensed to administer, establish, or operate communication network or Internet service in order to provide communication services to beneficiaries/users and also includes providers of information or content to be provided by communication network.

1-4 Authorized Distributor: Any person who is a party to an agreement under which the holder of legal right assigns to a local company to sell, promote or distribute products or to provide services in his capacity as an agent, distributor, franchisee, or licensee in consideration of profit or commission.

1-5 Communication Services: Any service which is wholly or partially comprised of sending, receiving, or passing information onto communication networks by

using any national or international communication processes including Internet network.

1-6 Beneficiary/User: Any person who benefits from general communication services, or which are intended to be used in purposes relating to using communication processes.

1-7 Personal Information: any information related to and identifies somebody, whether used by itself or along with another information, including name, address, email address, telephone number, ID number, photograph, person's geographic location, system identifier, voice recording file, or any other means that enable third parties to reach the concerned person.

1-8 Emergency Call Service: It allows the beneficiary/user to carry on instant communication processes without restrictions via allocated phone numbers as designated by the agencies concerned.

1-9 Bill: means a document to be issued by service provider, stating rates of services provided by him to the beneficiary/user.

1-10 Complaint: means the registered correspondence or communications submitted by subscriber or beneficiary/user via any appropriate method at any place designated by the licensee. And where such subscriber or beneficiary/user expresses his reluctance or grievance against provision of communication and Internet service or which pertains to a matter within the scope of business of the licensee or the direct service provider.

1-11 Prepaid Service: means the communication service to be paid before provision of service.

1-12 Future Payment Service: means the communication service to be paid for simultaneously with or after provision of service.

1-13 Privacy Notification: means the notification or message sent by the licensee in respect of beneficiary/user's personal information and the practices to be carried out thereon.

1-14 Fair Use Policy: means the policy attached to the terms and conditions of service provided by the licensee or service providers for ensuring maximum efficiency of service on fair basis, and ensure maintain that fairness is administered on distribution of services among beneficiaries/users and protect both licensees or service providers and beneficiaries/users against providing services on inappropriately.

1-15 Commercial Message: means the message bearing commercial nature and to be sent via electronic means in whatever form, whether as a voice mail or in a written form (such as, electronic mail/SMS), and whether sent with charge or for free.

1-16 Manual: Means subscribers data at General Communication Network Services.

1-17 Marketing Practices: means the advertisement to be made by the licensee for marketing own services.

2-0 General Provisions:

2-1 This Regulation shall apply on all service providers licensed by CITRA and to all service users.

2-2 Electronic transactions between service provider and user/beneficiary shall be governed by Electronic Crimes Law, as well as all resolutions and regulations issued by CITRA in this regard.

2-3 Licensee shall set the terms and conditions necessary for supplying communication services to be provided to beneficiaries/users.

2-4 Service Provider shall provide a hard copy of these terms and conditions to the beneficiary/user in all service divisions of the licensee or service providers and divisions of authorized distributors in both Arabic and English languages.

2-5 The Terms and Conditions must be available to the beneficiary/user via the electronic site of licensee, stated in clear form and exist in both Arabic and English languages.

2-6 The licensee or service provider shall obtain CITRA's approval before these terms and conditions or any amendments thereto are approved, published or used.

2-7 Service provider shall set up supply rules and mechanisms for his own services via electronic dealing or telephonic dealing in conformity with the relevant rules, regulations, resolutions, and laws.

2-8 The List of Terms and Conditions must include Fair Use Policy and Guiding the beneficiary/user to the mechanism for obtaining a copy thereof.

2-9 This Regulation shall not limit any rights of user/beneficiary stated at any other regulations, regulations, rules, resolutions, or laws pertinent in this regard.

2-10 Fees to be applied upon termination of contract must have been mentioned.

2-11 Service provider shall supply multiple and easy channels enabling the user/beneficiary to be in liaison with such service provider, subject to supplying appropriate means to special needs.

3-0 Duties of Licensee or Service Provider upon Application for Subscription:

3-1 Before signing the service contract, the Licensee or Service Provider must explain the following to the applicant for subscription:

3-1-1 Details of required service rates, including service tariff and any amount to be prepaid at the beginning of Service Contract or upon termination of service, if any.

3-1-2 Details of service and all benefits that the licensee or service provider shall supply.

3-1-3 Details of Obligations on Applicant for Subscription and the consequences for not complying, details of any discounts or offers, if any, and their starting and ending dates, and any obligations to be applied to the applicant for subscription upon, during or after termination of discount or offer(s).

3-1-4 Mechanism for Modification and Cancellation of Service.

3-1-5 All information referred to under this Clause must be set out in simple and clear words and be made in both Arabic and English languages, upon the user's request.

3-2 Licensee or service provider must facilitate procedures for requesting service; make available the provision of his services to all centers belonging to him and not to limit provision of service to certain places and no others.

3-3 Licensee or service provider must open an electronic file for every subscriber where the licensee or service provider shall directly keep subscriber's documents and any other requests for service, bills, and relevant complaints submitted by the subscriber in that concern.

3-4 Licensee or service provider must obtain the approval from the applicant for service to provide or activate service, and to have known and accepted all terms, conditions and provisions of service.

3-5 Licensee or service provider must provide the subscriber with a copy of contract of service and enable the subscriber to obtain a copy of the said contract at any time upon his request.

3-6 Licensee must indicate the terms and conditions pertinent to early termination of the contract by subscriber, including the method of calculation of fees becoming payable by the subscriber due to early termination.

3-7 Upon applying for contract of service, the licensee or service provider must verify the original identity of applicant for service.

3-8 Upon signing the contract of service via a distributor authorized by the licensee, service provider or his deputy, the licensee or service provider shall verify having received all required documents in 10 working days from the date of entry into contract.

4-0 Licensee's or Service Provider's Duties upon Subscriber's Request for Cancellation of Service:

4-1 Subscriber has the right to ask for cancellation of service and licensee or service provider must execute his request for cancellation of service.

4-2 Licensee or Service Provider must facilitate the procedures for requesting cancellation of service via all means available for requesting addition of service at the licensee or service provider and not to limit the requests for cancellation of service to some places and no others.

4-3 Licensee or Service Provider must not require the subscriber to visit Customer Service Offices for cancelling service, except where the contract shall be finally cancelled. Further, Licensee or Service Provider may not require the subscriber to be obligated by a minimum term of contract of service, except after CITRA's approval, or as issued by CITRA in this concern.

4-4 Upon Subscriber's request for cancelling service, the Licensee or Service Provider must verify the subscriber's identity requesting cancellation.

5-0 Suspension or Cancellation of Service by Licensee or Service Provider:

5-1 Before suspending or cancelling subscriber's service, the Licensee or Service Provider must send the subscriber at least two days' notice prior to suspension process via SMS or any other appropriate means, provided such notice shall be made in both Arabic and English languages.

6-0 Internet Services:

6-1 Licensee or Service Provider must not enable the subscriber to use Internet service, except after request for that service is made by latter.

6-2 Service Provider must notify the subscriber via SMS or via any other possible means of communication upon consumption of 80% of his own Internet package or when the expiry of your own period of subscription becomes closer.

6-3 Licensee or Service Provider must suspend Internet service immediately upon subscriber's consumption of the entire quantity of data of the package he subscribed to or upon expiry of the term of subscription. Licensee or Service Provider shall also notify the subscriber shall notify the subscriber via SMS or any other possible means of communication of the suspension of service; how service can be returned and the cost of Internet use without package or any other packages to which the subscriber can subscribe.

7-0 International Mobile Roaming Service:

7-1 Licensee or Service Provider must not enable subscriber to use international mobile roaming service, except after subscriber requests that service.

7-2 Licensee or Service Provider must not enable subscriber to use mobile internet service during international roaming, unless a request for that service is made separately from the request for voice calls service and other communication services.

7-3 Immediately upon calling mobile communication services provider's network in the course of international roaming, the Licensee or Service Provider must notify subscriber via free-of-charge SMS's in both Arabic and English languages, of the following:

7-3-1 Tariffs for receiving voice calls.

7-3-2 Tariffs for conducting voice calls to user inside the State of Kuwait.

7-3-3 Tariffs for conducting a voice call to user outside the State of Kuwait.

7-3-4 Tariffs for sending an SMS to user inside the State of Kuwait.

7-3-5 Tariffs for sending an SMS to user outside the State of Kuwait.

7-3-6 Tariffs for using Internet.

7-3-7 Tariffs for calls to other countries governed by tariffs for international operator.

7-3-8 Information on how to reach customer services in the course of international roaming.

7-3-9 Selecting a certain service provider while in international roaming and reminding him of adjusting the settings of his system to select service provider.

7-3-10 Information on available packages, which helps reducing cost of invoice while in international roaming and how to subscribe thereto.

7-4 Licensee or Service Provider must enable subscriber to reach his customer service while in international roaming at any time.

7-5 Tariffs for international roaming service sent to subscriber must be in Kuwaiti Dinars.

7-6 Service Provider must notify subscriber of any change that occurs to prices before it is applied to subscriber.

7-7 Service Provider must enable subscriber to monitor his consumption while in international roaming.

8-0 Bills and Payments:

8-1 Licensee or Service Provider must make available free-of-charge means to enable subscriber to monitor his consumption of any service used by that subscriber, whether prepaid or future paid service.

8-2 Licensee or Service Provider must see that:

8-3- The bill shall be submitted to subscriber upon request.

7-4- The bill shall be updated and accurate, submitted properly, simply and understandably and made available in both Arabic and English languages, at subscriber's choice.

7-5- The bill shall contain enough information on services provided to enable subscriber to verify his use of those services and validity of prescribed fees, including:

7-6 The services provided, fees imposed on those services and the method used in charging those fees.

7-7 Details of using these services, including duration of calls, capacity of used data and additional fees or amounts relating to other services, if any.

8-8 The sums of money due for previous durations and date on which payment must be affected.

8-9 Licensee or Service Provider must keep subscriber's bills for at least one year from their issue date or for a longer term, provided the same are kept at another system, unless there is a dispute over such bill. In such case, Service Provider shall keep the bills until the closing date of complaint and Licensee or

Service Provider shall take the burden of proof as to the validity of sums of money, in the event that any dispute arises.

8-10 Licensee or his deputy must automatically, without request, provide subscriber with evidence that any paid sum of money is received, along with an indication of the type of service paid, the amount of payment effected and the date paid.

8-11 Licensee or Service Provider must supply a means to enable subscriber to inspect the gratis units he owns, what he consumed and what he did not consume out of them at any time.

8-12 Licensee or Service Provider must provide adequate evidence to CITRA, including regular audit reports, if needed, that substantiates his use of an accurate and effective billing system for fees and billing.

9-0 Complaint Procedures:

9-1 Each Licensee at communication services must do the following:

9-2 Establish a special division concerned with receiving and solving complaints of beneficiaries/users.

9-3 Set procedures for receiving and reviewing complaints of beneficiaries/users and find solutions for them.

9-4 Submit reports upon CITRA's request in respect of receiving complaints from beneficiaries/users and solving them, provided that those reports shall contain timing and classification.

9-5 Licensee or Service Provider must assure quality of customer service at Complaints Division.

9-6 Licensee or Service Provider must ensure the following:

9-7 that submission of complaint is available via all possible means, either electronic or via telephone communication, personal attendance or any other

way; and that the beneficiary/user shall not be committed to use one way to submit his complaint; and that those means shall be easily and simply reached.

9-8 that beneficiary/user shall be provided with a reference number for his complaint.

9-9 that processing the complaint shall not exceed (3) business days from the submission date of complaint.

9-10 that after submission of his complaint, the beneficiary/user shall be provided via an SMS or any other means of communication with notification, stating how he could follow up his complaint.

9-11 that upon closing of the complaint, the beneficiary/user shall be provided with a written response on the solution given unto him. While such solution shall be sent to the beneficiary/user via an SMS, electronic message, or any other means, and in case Licensee or Service Provider does not accept the complaint, the same must be given in a written form with cause.

9-12 When the beneficiary/user is on dispute on the validity of an amount claimed by Licensee or Service Provider, the latter must stop the former's claim for such disputed validity amount and the licensee or Service Provider shall not cancel or suspend service for the reasons therefor, until the complaint is solved by the licensee or Service Provider. Moreover, this will not relieve the beneficiary/user from paying the undisputed amount within the period of payment set in the bill.

9-13 that Licensee or Service Provider shall keep the complaint submitted by the beneficiary/user and all actions taken thereon for at least one year from the solving date of complaint, and all documents needed from Licensee or Service Provider shall be kept with that complaint for their submission to CITRA upon request.

9-14 The beneficiary/user may escalate the complaint to CITRA, immediately upon elapse of the processing period of the said complaint, or immediately upon the beneficiary/user's obtainment of a response from Licensee or Service Provider. In such case, the Licensee or Service Provider must:

9-14-1 Provide CITRA with a detailed response in respect of the complaint and its reaction towards that complaint in maximum 24 hours.

9-14-2 Provide CITRA with copy of details of procedures for processing the complaint.

9-14-3 Implement CITRA's resolution issued on the complaint, immediately upon being notified thereof.

9-15 Licensee or Service Provider may require extension of CITRA's designated term to complete submittal of documents needed, in the events that require search or long procedures, provided the term of extension shall not exceed ten additional business days from the date CITRA requests investigation into the complaint.

9-16 Licensee or Service Provider must provide beneficiaries/users with the details of procedures for complaint through publishing those procedures in the terms and conditions available on his electronic website, or make available the hard copy at his own service divisions and at the authorized distributors' divisions.

10-0 Data Protection and Terms of Privacy:

10-1 To provide the following communication services, the Licensee or Service Provider must do the following:

10-1-1 Not to gather, use or disclose any personal information pertinent to beneficiary/user without obtainment of his own or his duly delegated deputy's official consent.

10-1-2 Not to require unnecessary personal information to be submitted for supply of a product or certain service. Further, Licensee or Service Provider may not require a product or certain service to be supplied in consideration of beneficiary's/user's consent for gathering his unnecessary personal information and data to supply that service.

10-1-3 State the purpose of collecting personal information pertinent to beneficiary/user, and necessary for provision of service as well as how this information is used.

10-1-4 Obtain beneficiary's/user's consent before disclosing any piece of his own personal information to an affiliated company or a third party for marketing purposes.

10-1-5 Take all security measures required for protecting beneficiary's/user's personal information, when lost or damaged, disclose or replace the same with an incorrect data and information, or add information in excess of that recorded by him, and these measures shall be kept confidential.

10-1-6 Upon concluding the contract with other parties to provide services to users, the Licensee must ensure that such parties shall take all necessary actions and measures to protect the confidentiality of personal information relating to his own users, and disclose the same only for the purpose of providing the services required.

11-Fair Use Policy:

11-1 Licensee or Service Provider must clearly design and publish fair use policies after CITRA's approval. The Licensee or Service Provider must publish fair use policies and give them to the beneficiary/user upon request. Further, before entry into service contract governed by fair use policies, the Licensee or Service Provider must so notify the beneficiary/user, and also clearly and easily explain the same unto that beneficiary/user.

12-Undesirable Communications:

12-1 Licensee or Service Provider shall abide by CITRA's issued instructions and resolutions in respect of organizing undesirable communication, including the creation of a database to stop receiving such kind of calls at the request of subscribers, and all licensees or service providers shall make this service available.

12-2 Licensee or Service Provider shall compel any person wishing to use communication or network services to communicate with some user for the purpose of sending a commercial message, stating as follows:

12-2-1 the time allowed for sending commercial messages shall be that between seven AM and ten PM, as per the State of Kuwait time.

12-2-2 Provide adequate information that specifies the sender's identity and grant the beneficiary/user the right to stop receiving this kind of messages by a reachable and usable means.

12-3 Licensee or Service Provider shall take clear actions to protect his own communication networks, equipment and systems for preventing unauthorized access to using those networks, equipment and systems with the aim of transmission of undesirable communication.

13- Emergency Services:

13-1 Licensee or Service Provider shall ensure that his users would reach emergency services specified by the relevant authorities at all times.

13-2 Licensee or Service Provider may not apply any charges against provision of emergency services to subscribers, unless CITRA otherwise states.

13-3 CITRA may compel Licensee or Service Provider to take the necessary steps for ensuring that special needs would reach emergency services, including SMS and video clips sending services and any other services, the sending of which depends on Internet network services.

14- Marketing Practices:

14-1 Marketing practices must not be used to exploit any consumer or consumers group from special classes, in particular as to their ages, language

obstructions, physical or mental weakness or relative cases of weakness upon one consumer or a group of consumers.

14-2 Marketing practices must not contain any description or reference offensively to any person (either natural or legally).

14-3 Marketing practices must not result in misleading or deceiving the beneficiary/user via inaccuracy, overstatement or inadvertence, for example using the words "speed up to" or stating minimum speed in the same advertisement.

14-4 Licensees must not misrepresent their services, or other licensees' services or market status.

14-5 Any comments or disclaimers must be so clearly and understandably included in the marketing practices, that they would not be inconsistent with the core of marketing practices, impair or change that essence.