

[DATE]

Consumer Protection Regulation

[REFERENCE NUMBER]



هيئة تنظيم الاتصالات
Telecommunications Regulatory Authority
Kingdom of Bahrain - مملكة البحرين

Consumer Protection Regulation

[DATE]

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CHAPTER 1**ARTICLE 1****DEFINITIONS**

Unless the context otherwise requires, any word, phrase or expression used in this Regulation shall have the meaning given to it in Article (1) of the Legislative Decree No. (48) of 2002 Promulgating the Telecommunications Law of the Kingdom of Bahrain (“the Law”), and the following terms and expressions shall have the following meaning:

Term	Definition
Advance Notice Period	The notice period of one (1) month before any proposed action to amend or rescind a Consumer Contract.
Advertiser	The Person as specified in Article 3 of this Regulation.
Advertisement or Advertising	Content, which is directly or indirectly controlled by an Advertiser, expressed in any language, and is communicated through different Advertising Means with the intent to influence a Consumer’s commercial choice, opinion and behaviour.
Advertising Means	Any material used for Advertising, which includes but is not limited to the following: <ul style="list-style-type: none"> a) television advertisements; b) radio advertisements; c) newspaper and magazine advertisements; d) brochures; e) leaflets;

	<ul style="list-style-type: none">f) direct mail;g) any point of sale material;h) packaging material,i) price tags;j) billboards;k) posters;l) cinema advertisements;m) promotional videos;n) website materials and banners;o) media and press releases;p) social media;q) electronic mail;r) electronic news groups,s) still messages and inserts;t) videos and animated films;u) interactive voice response (IVR);v) short Messaging Services (SMS); andw) information kiosks.
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Applicable Product or Service	The products and services to which this Regulation applies to as specified in Article 4.
Authority	The Telecommunications Regulatory Authority established by virtue of the provisions of the Telecommunications Law promulgated by Legislative Decree No. 48 of the year 2002.
Average Consumer	The reasonably well informed and reasonably observant and circumspect, taking into account social, cultural, and linguistic factors.
Bulk SMS Regulation	The Authority's regulation on Bulk SMS promulgated by Resolution No. 3 of 2015.
Code of Practice	The Code of Practice for the Handling of Consumer Complaints Determination adopted by the Authority by virtue of its Determination Paper dated 1 June 2015.
Contract Term	The term of the Consumer Contract, whether or not termination fees apply in that term.
Comparative Advertisement or Comparative Advertising	Any form of Advertising in which one Advertiser draws a comparison between an Applicable Product or Service and that of another Advertiser.
Consumer	Any Person who receives, uses, acquires, consumes, subscribes to or contracts for a Public Telecommunications Service. For the avoidance of doubt, the term 'Consumer' shall be construed to include a Subscriber.

Content	Any content of any Advertisement in any Advertising Means whether it is expressed in words, images, written, spoken, or in any other form.
Disclaimer	Words used in Advertisements which specify or delimit the scope of the principle message of the Advertisement.
Direct Contact Advertisement	A form of Advertising by means of direct contact with Customers.
Fair Usage Policy	A document, which forms part of the Consumer Contract, stipulating constraints and practices that a Consumer must agree to for access to a service.
Joint Advertisement or Joint Advertising	Any form of Advertising where two or more Advertisers are jointly Advertising an Applicable Product or Service, two or more Applicable Products or Services, or an Applicable Product or Service with any other product or service.
Misleading Advertisement	A misleading, false or deceptive representation of an Applicable Product or Service which gives the Consumer an incorrect understanding of the Applicable Product or Service.
Minimum Service Period	The minimum contracted period agreed to by a Consumer for a Public Telecommunications Service from a Public Telecommunications Operator, after which no fees are payable for the termination of the Consumer Contract by the Consumer.
Public Telecommunications Operator	This has the meaning ascribed to it under Article 1 of the Law.

Regulation	This Consumer Protection Regulation including any annexure thereto, as issued by the Authority and amended from time to time.
Telecommunications Equipment	Any equipment or apparatus used or intended to be used for Telecommunications and that is part of or connected to, or comprises, a Telecommunications Network, and includes Radio communications Equipment.
Third Parties	any person or entity that is not an Advertiser or a Consumer such as, but not limited to, resellers, distributors, dealers, agents, or other retail outlets in the Kingdom of Bahrain who are used by Advertisers to offer and sell their Applicable Product or Service.
Consumer Contract	The contract between a Consumer and a Public Telecommunications Operator, confirming the legal terms that govern how and when a Public Telecommunications Operator will provide a service and the usage of the service.

The headings used in this Regulation have no legal effect.

ARTICLE 2

SCOPE OF REGULATION

1. For the avoidance of doubt, nothing in this Regulation shall be construed or deemed to excuse, modify or disqualify a Public Telecommunications Operator's obligations to comply with other laws of the Kingdom of Bahrain, municipalities or other Government entities or any other obligations and legal requirements under the Law.

2. The breach of any provision of this Regulation by a Public Telecommunications Operator shall be deemed to constitute a material breach of its Licence(s) and the provisions of the Law.

ARTICLE 3

PERSONS SUBJECT TO THIS REGULATION

This Regulation applies to all Public Telecommunications Operators, irrespective of the type of licence they hold, and to Third Parties.

CHAPTER 2

ADVERTISING ACTIVITY

ARTICLE 4

PRODUCTS AND SERVICES SUBJECT TO THIS CHAPTER

1. This Chapter shall apply to all Advertising activities related to any products and/or services herein referred to as “Applicable Product or Service”. These shall include, but shall not be limited to, the following:
 - a) Public Telecommunications Services; and
 - b) Telecommunications Equipment to the extent specified in this Regulation.
2. Advertisers who offer and/or sell their Applicable Product or Service through Third Parties in the Kingdom of Bahrain shall be liable for any breaches committed by Third Parties in relation to the Regulation.

ARTICLE 5

ACTIVITIES SUBJECT TO THIS CHAPTER

This Chapter shall apply to any Advertiser’s direct or indirect advertising, marketing, promotional activity, branding activity, or any other activity, or which has the same effect

and that relates to any Applicable Product or Service irrespective of the Advertising Means.

ARTICLE 6

OBLIGATIONS OF ADVERTISERS

Advertisers shall:

- a) ensure that all Advertisements are fair, truthful and accurate, and shall not, by act or omission, directly or by implication, mislead or confuse any Consumer;
- b) ensure that Advertisements are factually correct and culturally sensitive, and that this is done so with a sense of responsibility towards Consumers and the community;
- c) clearly disclose to Consumers all terms and conditions as well as the necessary information before the point of sale;
- d) ensure that, if the price of the Applicable Product or Service is dependent on the purchase of another product and/or service, the extent of any commitment by a Consumer shall be communicated and made clear to the Consumer;
- e) where a full description of the Applicable Product or Service or the terms and conditions cannot be accommodated in the Advertisement, state that it is “subject to terms and conditions”, or words which have the same effect;
- f) not exaggerate price claims such as “up to” and “from” as to the availability of benefits likely to be obtained by the Consumer;
- g) when the terms “warranty” or “guarantee” are used in an Advertisement, ensure that a statement is made on the complete details of the warranty or guarantee, and is available to read prior to the sale of an Applicable Product or Service;
- h) ensure that Advertisements do not contain anything that is likely to cause serious or widespread offence;

- i) avoid causing offence on the grounds of, but not limited to, race, religion, gender, political indecency, physical or mental instability in Advertisements;
- j) not make any offensive statements or visual presentations in Advertisements to the standards of decency prevailing among those who are likely to be exposed to them;
- k) ensure that Third Parties comply with the provisions of this Regulation;
- l) not condone or provoke violence or anti-social behaviour in Advertisements;
- m) ensure that Advertisements are not framed as to abuse the trust of the consumer, or exploit a Consumer's lack of knowledge and experience; and
- n) substantiate a claim or representation made in Advertisement when requested to do so in writing by the Authority.

ARTICLE 7

MISLEADING ADVERTISING

An Advertisement shall be considered as a Misleading Advertisement if it contains information, statements, or visual presentation which directly or by implication, omission, ambiguity or exaggerated claim, is likely to mislead the Consumer about an Applicable Product or Service as advertised or about the Advertiser, in particular with regard to:

- a) the existence or nature of the Applicable Product or Service;
- b) the price or the way in which it is calculated;
- c) the existence of a specific price advantage, if available;
- d) the main features of the Applicable Product or Service, such as its availability, benefits, risks, composition, execution accessories, after-sale customer service, complaint handling process, method and date of manufacture, delivery, quantity, fitness for purpose, usage, specifications, geographical or commercial origin;

- e) the extent of the Advertiser's commitments, the motives for the commercial practice and the nature of the sales process, any statement or information in relation to direct or indirect sponsorship; or
- f) the need for a service, part, replacement or repair.

ARTICLE 8

COMPARATIVE ADVERTISING

A Comparative Advertisement shall be permitted only when the following conditions are met by the Advertiser:

- a) the Advertisement is not a Misleading Advertisement;
- b) the Advertiser distinguishes its offerings by highlighting real benefits, innovations, and genuine distinguishing factors without discrediting or unfairly criticizing competitors;
- c) does not unfairly criticize, discredit, or disparage a competitor or its products and/or services in the Advertisement;
- d) does not issue Advertisements that unfairly denigrate a Licensee's quality of service, so as to reduce public confidence in the products and/or services offered by that other Licensee.

ARTICLE 9

JOINT ADVERTISING

A Joint Advertisement shall be permitted only when the following conditions are met:

- a) whether as bundled products or services or not, the Advertisers shall ensure that it is clear from the Joint Advertisement who is legally responsible to the Consumer for providing the Applicable Product or Service;

- b) where more than one Advertiser will be responsible for the Applicable Product or Service, the Advertisers shall ensure that the Joint Advertisement clearly identifies to the Consumer who shall be responsible for the Applicable Product or Service;
- c) where the full details cannot be accommodated in the Joint Advertisement, the Advertisers shall include a statement such as “provided by more than one Advertiser”, or words which have the same clear effect;
- d) the details of the Advertisers responsible shall be disclosed by the Advertisers to the Consumer before entering into any contract(s) as a result of the Joint Advertisement; and
- e) the Advertisers shall clearly state the contact details and relevant information of the Advertisers responsible in the contract(s) relating to the Joint Advertisement.

ARTICLE 10

CLAIMS CONCERNING SAVINGS

1. An Advertiser shall not claim in any Advertisement that an Applicable Product or Service is on special offer, available free of charge, or available on any other preferential terms and conditions unless it is true and based on facts which can be substantiated.
2. If the Advertisement refers to a special offer, the Advertisement shall indicate the date on which the offer ends, that it is subject to availability of the Applicable Goods or Services and, where the offer has not yet begun, the date on which the offer commences.
3. If a Consumer must satisfy any conditions prior to qualifying for any discounts, it shall be made clear in the Advertisement. If, because of the nature of the Advertising Means used, that this information is not included in the Advertisement, the Advertiser shall:
 - a) ensure that the Advertisement shall include a statement such as “subject to conditions” or words which have the same clear effect; and

- b) ensure that the Consumer has been made aware of the conditions before they enter into any contracts as a result of the Advertisement.

ARTICLE 11

EXPRESSIONS AND STATEMENTS

Advertisers shall comply with the following in relation to such expressions and statements included in Advertisements:

a) Free:

- i. the expression “free” shall mean free and without any direct or indirect costs to the Consumer in obtaining the Applicable Product or Service;
- ii. Advertisements shall not describe an Applicable Product or Service as “free” if:
 - 1. the Consumer has to pay packing, packaging, administration or handling costs for the “free” Applicable Product or Service;
 - 2. the cost of response including the price of a product or service which a Consumer must buy to take advantage of the Applicable Product or Service, has been increased, except where the increase results from factors that are unrelated to the cost of the promotion; or
 - 3. the quality of the product that the consumer must buy has been reduced;
- iii. Advertisements shall make clear the extent of the commitment the Consumer must make to take advantage of a "free" offer; and
- iv. in the case of a bundle Applicable Product or Service, where a claim is made that if one service is purchased another will be provided “free of

charge”, the Advertisement shall clearly state what component of the Advertisement is free, and whether it is limited for a period of time.

b) Unlimited:

- i. the expression “unlimited” shall mean that an Applicable Product or Service is provided without any limitation, save for inherent and asserted technical limitations found in any network;
- ii. the expression “unlimited” may be used if the service is subject to a Fair Usage Policy provided that the Advertisement complies with **Article 23** of the Regulation;
- iii. “Unlimited” usage claims where an Applicable Product or Service is subject to a Fair Usage Policy are likely to mislead unless the following requirements are met:
 1. the existence of the Fair Usage Policy is stated in the advertisement;
 2. the Fair Usage Policy is fair and reasonable;
 3. customers shall incur no additional charges or suspension of the Applicable Product or Service as a consequence of exceeding any usage threshold associated with the Fair Usage Policy; and
- iv. the following practices, or similar, when included as part of a Fair Usage Policy, shall preclude an Applicable Product or Service being advertised as “unlimited”:
 1. charging for usage in excess of a limit, either automatically or reserving the right to do so;

2. capping of usage through whatever means, such as barring access to the Applicable Product or Service once a limit is reached, or similar;
3. termination or suspension of a service; or
4. forcing a Customer to change a package to one with a higher cost or stated limitation on usage.

c) Speed claims:

- i. Applicable Products or Services shall not be described in any Advertisement as being “high speed and/or very high speed” if the available capacity/bandwidth does not correspond to the appropriate service; or
- ii. claims regarding download speeds shall be based on the actual experience of users;

d) For life:

- i. the expression “for life” shall be properly qualified when used in an Advertisement in so far that it is clear on whether it means the natural life of the Consumer, the duration of a contract (which may be open-ended), or for the life of the Applicable Product or Service.

e) claims concerning the offering of access to the internet:

- i. Advertisers shall only make claims concerning the offering of access to the internet if Consumers are able to access lawful content and applications of their choice.

ARTICLE 12

REFERENCES TO FINE PRINT, EXCLUSIONS AND DISCLAIMERS

The Advertiser shall ensure that:

- a) any footnotes, disclaimers, words, or symbols qualifying or excluding products or services made in an Advertisement shall be readily visible, audibly apparent and legible;
 - b) any footnotes, disclaimers, words, or symbols qualifying or excluding products or services made in Advertisement shall not contradict, materially qualify, or otherwise alter the basic claims made or implied in the Advertisement;
 - c) references to detailed terms and conditions in an Advertisement shall not have the effect of contradicting, materially qualifying or otherwise altering the basics of any claim made or implied in the Advertisement;
 - d) exclusions, disclaimers, or limitations that apply to an Applicable Product or Service shall be clearly stated in the same Advertisement;
 - e) if the details of the exclusion or disclaimer cannot be included in the Advertisement, a reference shall be included in the Advertisement such as “subject to exclusions” or words which have the same clear effect;
 - f) details on any exclusion or disclaimer shall be communicated to the Consumer prior to them entering into any contract for the Applicable Product or Service;
- and

ARTICLE 13

QUOTING RESEARCH AND STATISTICS

1. Advertisers shall quote sources when using statistics or results from research studies within the Advertisement.
2. The Advertiser shall produce the study methodology and results, if requested by the Authority or a Customer.

3. Advertisements shall not distort the true meaning of any statements made by professionals or research studies.
4. Advertisers shall ensure that the statistics, quotes, or results from a research study are not misleading, inaccurate or biased.

ARTICLE 14

ADVERTISEMENTS RELATING TO EQUIPMENT

Where an Advertiser is Advertising an Applicable Product or Service, it shall ensure that the following requirements are met:

- a) if the Applicable Product or Service uses a Telecommunications Equipment, that it is in compliance with Chapter 7 of the Law; and
- b) if the right of redress in the event of a fault or defect during the relevant warranty period does not rest with the Advertiser, this shall be clearly stated in the Consumer Contract.

ARTICLE 15

DIRECT CONTACT ADVERTISEMENT

1. When using Direct Contact Advertisement, Advertisers shall ensure that the number of calls, emails, or SMS being sent to a Consumer for Advertising purposes is non-intrusive.
2. Advertisers shall comply with the Bulk SMS Regulation in their contact or dispatch of Direct Contact Advertisement by SMS.

CHAPTER 3

CONSUMER CONTRACTS

ARTICLE 16

GENERAL PROVISIONS OF A CONTRACT

1. Public Telecommunications Operators shall provide Consumers with a physical contract.
2. Public Telecommunications Operators shall ensure that the Consumer's signature is included in the Consumer Contract.
3. All standard terms of the Consumer Contracts shall be published by Public Telecommunications Operators on their website.
4. Pursuant to Article 16(3) above, Public Telecommunications Operators shall ensure that standard terms of the Consumer Contracts are easily accessible from the same webpage where the service, offer, or package is being publicised.
5. Public Telecommunications Operators shall ensure that no Consumer Contract exceeds a fixed duration of twenty-four (24) months.
6. Public Telecommunications Operators shall make the standard terms of the Consumer Contracts available at their retail outlets such that they are readily available in hard copy format and free of charge, should prospective Consumers request them.

ARTICLE 17

STANDARD CONTRACTUAL TERMS

1. Public Telecommunications Operators shall provide new Consumers with a written Consumer Contract by which it shall clearly and unambiguously express the full terms and conditions including, but not limited to, any restrictions, limitations, scale of tariffs and Fair Usage Policies relating to the supply of the service.
2. Public Telecommunications Operators shall specify the following minimum requirements in Consumer Contracts (or any appendix thereto) in a clear,

understandable and easily accessible form, in English or Arabic, depending on the Consumer's preference:

- a) A description of the service to be provided;
- b) All information pertaining to the details of prices, tariffs, and any other applicable charges for the use of the service;
- c) The obligations of the Public Telecommunications Operator and the Consumer;
- d) The relevant billing timeframes, cycles and payment methods;
- e) A description of the Contract Term, the Minimum Service Period (if any), and the Advance Notice Period;
- f) Reference to the existence of a Fair Usage Policy (if any), and a signpost as to how a Consumer can access a copy;
- g) A description of any limitations or restrictions on the use of the service, including in particular:
 - i. any limits of the volume of usage;
 - ii. fair usage policies; and
 - iii. details of any fees that would become payable if any such limits are exceeded;
- h) The cost of the service, including:
 - iv. Any recurring charges;
 - v. Call tariffs; and
 - vi. One-off charges;

- i) A description of the circumstances in which the Consumer may be disconnected by the Public Telecommunications Operator, including in accordance to applicable legal instruments issued by the Authority;
 - j) A description of the reconnection process of a disconnected service, including any associate fees that would become payable;
 - k) Any charges that apply upon termination of the Consumer Contract (within or outside the Minimum Service Period);
 - l) Reference to the consumer complaint and dispute resolution procedures, as well as the Public Telecommunications Operator's Code of Practice; and
 - m) The Public Telecommunications Operator's contact details.
3. A Public Telecommunications Operator shall:
- a) Give a Consumer an Advance Notice Period before any contractual changes that have the effect of:
 - i. Increasing the burden of the Consumer under the Consumer Contract or service;
 - ii. Reducing the benefit of the Consumer Contract or service to the Consumer; or
 - b) Allow the Consumer to withdraw from the Consumer Contract without penalty upon thirty (30) days from date of receipt of such notice.
4. The Public Telecommunications Operator shall ensure that the information pertaining to the charges applicable for terminating the Consumer Contract before the end of its term are written in:
- a) Bold and in a font size which is at least twenty (20) percent larger than the other clauses in the Consumer Contract; or

- b) Bold and inserted as the final clause before the Consumer's signature.
5. A copy of the signed Consumer Contract shall be provided to the Consumer at the point of sale, and a copy of the Consumer Contract shall always be provided to the Consumer on the Consumer's request.

ARTICLE 18

UNFAIR TERMS

1. Public Telecommunications Operators shall ensure that their Consumer Contracts do not:
 - a) Include terms to the effect that, at the end of a Consumer's Contract Term, the contract would be automatically renewed for a further Contract Term without the Public Telecommunications Operator first obtaining the Consumer's written consent; or
 - b) Include terms which impose a charge on a Consumer for termination of a Consumer Contract within the Minimum Service Period if that charge is disproportionate in relation to any outstanding payments for the remainder of the Contract Term.
2. Public Telecommunications Operators shall refrain from including terms in a Consumer Contract which have the object or effect of:
 - a) Excluding or limiting the legal rights of a Consumer vis-à-vis the Public Telecommunications Operator or another party in the event of total or partial non-performance or inadequate performance by the Public Telecommunications Operator of any contractual obligations;
 - b) Requiring a Consumer to pay a disproportionately high sum in compensation in the event that the Consumer fails to fulfil his contractual obligations;

- c) Enabling the Public Telecommunications Operator to alter the terms of or terminate the Consumer Contract on a discretionary basis where the same right is not granted to the Consumer;
- d) Enabling the Public Telecommunications Operator to alter unilaterally without a valid reason any characteristics of the product and/or service to be provided;
- e) Providing for the price of a product and/or service to be determined at the time of delivery or provision;
- f) Enabling the Public Telecommunications Operator to increase prices, fees, tariffs or charges without giving the Consumer the corresponding right to terminate the Consumer Contract;
- g) Obliging the Consumer to fulfil his obligations where the Public Telecommunications Operator does not perform his;
- h) Giving the Public Telecommunications Operator the exclusive right to determine whether the product and/or service being offered is in conformity with the Consumer Contract;
- i) giving the Public Telecommunications Operator the exclusive right to interpret the Consumer Contract;
- j) giving the Public Telecommunications Operator the possibility of transferring his rights and/or obligations under the contract, where this may serve to reduce the guarantees for the Consumer, without the latter's consent;
- k) excluding, hindering, or limiting the Consumer's right to take legal action, or exercise any other legal or equitable remedy permitted by law;
- l) acting as a disincentive for Consumers;

- m) automatically extending a contract of fixed duration where the consumer does not indicate otherwise, when the deadline is fixed for the consumer to express his desire not to extend the contract is unreasonably early; or
- n) enabling the Public Telecommunications Operator to engage in undue blocking, throttling and discrimination between content and applications delivered by Third Parties and accessed by Consumers.

ARTICLE 19

DURATION OF A CONTRACT, ACTIVATION, DEACTIVATION AND SUSPENSION OF SERVICES

1. Public Telecommunications Operators shall ensure that all Consumer Contracts include a specific term on the duration of the contract and shall, at a minimum:
 - a) Be separate from any other clause and prominently displayed;
 - b) Specify the duration of the Consumer Contract, which shall not exceed twenty four (24) calendar months;
 - c) Specify the Advance Notice Period to be given by either party to terminate the Consumer Contract;
 - d) Specify the means by which such Advance Notice Period is to be communicated to either party; and
 - e) Specify the events that would give either party a right to suspend a service and/or terminate the Consumer Contract;
2. Public Telecommunications Operators shall not charge or subscribe a Consumer to a service where the Consumer has not expressly signed for or expressly opted to pay for.

3. At the end of its duration, Public Telecommunications Operators shall not renew an existing Consumer Contract without the express consent of a Consumer.
4. The provision of Article 19(2) shall not apply in circumstances where:
 - a) an existing service – which a Consumer has expressly signed for – is extended or renewed on terms which are consistent with the terms of the Consumer Contract of the existing service;
 - b) Are unquestionably without prejudice to the Consumer; or
 - c) Are unquestionably to the advantage of the Consumer.
5. Where services are subject to upgrade or migration options, Consumers shall be provided with clear information regarding the upgrade or migration terms, including but not limited to any changes in service performance or changes in the tariffs for the service.
6. Public Telecommunications Operators shall not upgrade or migrate a Consumer without the expressed permission of the Consumer, unless such upgrade is:
 - a) Unquestionably without prejudice to the Consumer; or
 - b) Unquestionably to the advantage of the Consumer at no additional cost.
7. Public Telecommunications Operators shall ensure that Consumers are adequately informed about the actions that will be taken in the event of non-payment, specifying the courses of action available to them to avoid service suspension and/or termination of service.
8. Public Telecommunications Operators shall ensure that Consumers sign a termination form upon termination of a contract or/and a service, as well as provide them with a copy of the same.

ARTICLE 20**SERVICE QUALITY LEVELS**

1. Public Telecommunications Operators shall clearly set the levels of the quality which the Public Telecommunications Operator undertakes to uphold with its Consumers in the Consumer Contract.
2. Public Telecommunications Operators shall ensure that Consumer Contracts include:
 - a) the minimum access speeds in case of internet service in Consumer Contract, ensuring that such speeds do not significantly differ from any advertised speeds;
 - b) The maximum time for initial connection and disconnection;
 - c) the type of maintenance services offered; and
 - d) the maximum repair time required to restore services, free of charge, following any maintenance services to the infrastructure and/or equipment owned by the Public Telecommunications Operator, and/or faults resulting from failures to the Public Telecommunications Operator's equipment and/or infrastructure.

ARTICLE 21**CONDITIONS LIMITING ACCESS TO AND/OR THE USE OF SERVICES**

1. Public Telecommunications Operators shall ensure that any limitations or conditions which have the result of impacting or potentially impacting the service being provided shall be included in the Consumer Contract. Public Telecommunications Operators shall ensure that the following are included in Consumer Contracts:

- a) Information on the coverage of service, where the Consumer Contract makes reference to the existence of such information and where a Consumer may obtain this information free of charge;
 - b) Any instances, where tests are required, to assess whether the service could be provided at a certain location; and
 - c) Any restrictions imposed by the Public Telecommunications Operator which have the effect of limiting the Consumer's ability to access other services and/or features.
2. Public Telecommunications Operators shall:
- a) Maintain adequate proof of a Consumer's request to subscribe/unsubscribe to an add-on/offer;
 - b) Maintain adequate proof of a Consumer's acceptance of any new terms and conditions; and
 - c) provide such evidence to the Authority as necessary, if requested.

CHAPTER 4

ARTICLE 22

ACCESS TO ONLINE CONTENT AND APPLICATIONS

- 1. Consumers shall have the right to access and distribute lawful information and content as well as use and provide applications and services, irrespective of their location or the location, origin or destination of the information, content, application or service via the internet access service.
- 2. Public Telecommunications Operators shall not block, throttle, degrade, restrict or unduly discriminate against lawful information, content, applications or services.
- 3. The provision of Article 22(2) shall not prevent Public Telecommunications Operators from implementing reasonable traffic management measures. Such

measures shall be transparent, non-discriminatory and proportionate, and shall not be based on commercial considerations but on technical quality of service requirements.

4. Public Telecommunications Operators shall not engage in traffic management measures that go beyond those set out in Article 22(3), and in particular shall not block, slow down, alter, restrict, interfere with, degrade or discriminate between specific content, applications or services, or specific categories thereof, except as necessary, and only for as long as necessary, in order to:
 - a) preserve the integrity and security of its network and of services provided via that network;
 - b) prevent impending network congestion and mitigate the effects of exceptional or temporary network congestion, provided that equivalent categories of traffic are treated equally;
 - c) comply with
5. Public Telecommunications Operators shall ensure that any contract which includes internet access services specifies the following at a minimum:
 - a) information regarding minimum quality of service levels offered as well as other parameters related to the quality offered to Consumers;
 - b) information on how traffic management measures applied by that Public Telecommunications Operator may impact on the quality of service; and
 - c) a clear and comprehensible explanation as to how any volume limitation, speed and other information on conditions limiting access to and/or use of services and applications.

CHAPTER 5

FAIR USAGE POLICY

ARTICLE 23

FAIR USAGE POLICY

1. Public Telecommunications Operators shall implement and adhere to a Fair Usage Policy for dealing with customer usage above any set thresholds.
2. Public Telecommunications Operators shall ensure that their Fair Usage Policy include, as a minimum:
 - a. Information to Consumers about their legal obligations and liabilities in making use of the services provided by the Public Telecommunications Operator;
 - b. A description of practices which are considered abusive and therefore prohibited; and
 - c. The limits of liability of the Public Telecommunications Operator in the provision of such information as may be contained in the Fair Usage Policy.
3. Where the Advertised Applicable Product or Service is subject to a Fair Usage Policy, the Advertiser shall clearly make reference to this in the terms and conditions.
4. Where the details of the Fair Usage Policy cannot be included in the Advertisement, this shall be made clear to the Consumer prior to them entering into any contract for the Applicable Product or Service.

CHAPTER 6

CONSUMERS WITH DISABILITIES

ARTICLE 24

CONSUMERS WITH DISABILITIES

1. A Public Telecommunications Operator shall make available, free of charge and in formats such as large print or Braille, upon their request:
 - a) Any Consumer Contract with a Consumer for the provision of a service;
 - b) Any bill rendered in respect of those services; and
 - c) Any other communication between the Public Telecommunications Operator and the Consumer.
2. A Public Telecommunications Operator shall ensure that, free of charge, a Consumer is able to nominate an individual who may engage with the Public Telecommunications Operator on behalf of the Consumer, including but not limited to:
 - a) Receiving the Consumer's bill;
 - b) Paying the Consumer's bill;
 - c) Making enquiries about the Consumer's account; or
 - d) Terminating the Consumer Contract.
3. A Public Telecommunications Operator shall not hold the nominated individual referred to in Article 24(2) legally liable for a breach in the terms and conditions of the Consumer Contract.
4. For the avoidance of doubt, the nominated individual referred to in Article 24(2) shall not be required to enter into a Consumer Contract with the Public Telecommunications Operator whilst engaging with the Public Telecommunications Operator on behalf of a Consumer.

CHAPTER 7

BILLING

ARTICLE 25**BILLING**

1. Public Telecommunications Operators shall provide detailed itemised bills in electronic format free of charge upon request by a Consumer.
2. Public Telecommunications Operators shall enable Consumers to access and retrieve copies of their electronic detailed itemised bills on their online systems for a minimum period of twelve (12) months, free of charge.
3. If any Public Telecommunications Operator does not provide Consumers with detailed itemised bills electronically, Consumers shall be entitled to request a detailed itemised bill in hard copy format, free of charge.
4. Public Telecommunications Operators shall clearly inform Consumers having access to electronic detailed itemised bills:
 - a) About the timeframe of twelve (12) months during which they can access their bills electronically, free of charge;
 - b) Of any steps that the Consumer needs to follow in order to save, email, and/or print copies of such bills; and
 - c) Of any applicable charges should a copy of a bill be requested following the lapse of the twelve (12) month timeframe.
5. Public Telecommunications Operators shall provide senior Consumers with a detailed itemised bill in hard or electronic format, depending on the Consumer's preference, free of charge, if so requested.
6. Public Telecommunications Operators shall retain billing records in accordance with Bahraini document retention laws, but in any event no less than a period of twelve (12) months in standard cases.

7. Should a dispute regarding billing commence within twelve (12) months, Public Telecommunications Operators shall retain the records until settlement of the dispute.

CHAPTER 8

CONFIDENTIALITY

ARTICLE 26

RESPECT OF CONFIDENTIALITY

1. Public Telecommunications Operators shall preserve the confidentiality of the proprietary information of their Consumers.
2. Public Telecommunications Operators shall prohibit improper access to and/or of the proprietary information of their Consumers and refrain from disclosing such information without the Consumer's prior written consent.
3. Public Telecommunications Operators shall equip themselves in such a manner as to reasonably ensure the confidentiality of their Consumers' information and communications.

CHAPTER 9

ENFORCEMENT

ARTICLE 27

APPROVAL BY THE AUTHORITY

1. All Public Telecommunications Operators shall ensure that their Consumer Contracts reflect the requirements set out herein no later than three (3) months after the publication of the Regulation.
2. Public Telecommunications Operators shall submit their new terms of Consumer Contracts to the Authority for its approval.

3. Any changes made to existing Consumer Contracts shall be submitted to the Authority for its approval.
4. The Authority may require that a Public Telecommunications Operator amend its Consumer Contracts in such a manner as the Authority may prescribe, either as a result of complaints received or by the Authority's own initiative.

ARTICLE 28

EFFECTIVE DATE

6. This Regulation shall come into force on [DATE].

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