



Consumer Protection (Telecommunications Services) Regulation

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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, and the following terms and expressions shall have the following meaning:

Term	Definition
Advance Notice Period	The notice period of at least one (1) month before any proposed action to amend or rescind a Service Contract.
Advertiser	A Licensed Operator or a Third Party who Advertises an Applicable Product or Service through any Advertising Means.
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: a) Television, radio, newspaper and magazine advertisements; b) brochures and leaflets; c) direct mail and electronic mail; d) any point of sale material; e) packaging material;

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	<ul style="list-style-type: none"> f) price tags; g) billboards; h) posters; i) cinema advertisements; j) promotional videos; k) website materials and banners; l) media channels and press releases; m) social media; n) electronic news groups; o) still messages and inserts; p) videos and animated films; q) interactive voice response (IVR); r) Short Messaging Services (SMS); and s) information kiosks.
<p>Applicable Product or Service</p>	<p>Includes:</p> <ul style="list-style-type: none"> a) Public Telecommunications Services; and/or b) telecommunications equipment offered for sale by a Licensed Operator.
<p>Authority</p>	<p>The Telecommunications Regulatory Authority.</p>
<p>Contract Term</p>	<p>The term of the Service Contract, whether or not termination</p>

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	fees apply in that term.
Comparative Advertisement or Comparative Advertising	Advertising in which one Advertiser draws a comparison between an Applicable Product or Service and that of another Licensed Operator.
Consumer	A Subscriber, or a Person who receives, uses, acquires, or consumes an Applicable Product or Service.
Direct Contact Advertisement	Advertising by means of direct contact with Consumers.
Fair Usage Policy	A document, which forms part of the Service Contract, stipulating constraints and practices that a Consumer must agree to for access to a service.
Joint Advertisement or Joint Advertising	Advertising where more than one Advertiser 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.
Law	The Legislative Decree No. (48) of 2002 Promulgating the Telecommunications Law of the Kingdom of Bahrain.
Misleading Advertisement	An Advertisement which contains information, statements, or visual presentation which directly or by implication is likely to mislead or deceive the Consumer about an Applicable Product or Service or about the Advertiser.
Minimum Service Period	The minimum contracted period agreed to by a Licensed Operator and a Subscriber, after which no fees are payable for the termination of the Service Contract by the Subscriber.

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Licensed Operator	A Person who is licensed to operate a Telecommunications Network or to provide a Telecommunications service under Article 25 of the Law.
Third Party/ies	Any person or entity that is used by a Licensed Operator to Advertise, offer or sell their Applicable Product or Service such as resellers, distributors, dealers, agents or other retail outlets.
Service Contract	The contract between a Licensed Operator and a Subscriber, confirming the legal terms that govern how and when a Licensed Operator will provide an Applicable Product or Service.
Subscriber	Any Person that is party to a Service Contract with a Licensed Operator for the provision of an Applicable Product or Service.

CHAPTER 2

SCOPE AND OBJECTIVES OF THIS REGULATION

ARTICLE 2

SCOPE OF REGULATION

This Regulation applies to all Licensed Operators who Advertise or provide an Applicable Product or Service to Consumers, and to Third Parties.

ARTICLE 3

LIABILITY OF LICENSED OPERATORS

Licensed Operators who offer/sell their Applicable Product or Service through a Third Party shall be liable for any breach of the provisions of this Regulation committed by that Third Party.

ARTICLE 4

OBJECTIVES OF REGULATION

1. The objectives of this Regulation are to:
 - a) empower Consumers to make informed decisions; and
 - b) establish the rights of Consumers and the corresponding obligations of Licensed Operators.

CHAPTER 3

ADVERTISING ACTIVITY

ARTICLE 5

ACTIVITIES, PRODUCTS AND SERVICES SUBJECT TO THIS CHAPTER

1. This Chapter shall apply to any Advertiser's direct or indirect advertising, marketing, promotional activity, branding activity, or any other activity that relates to any Applicable Product or Service irrespective of the Advertising Means.

ARTICLE 6

OBLIGATIONS OF ADVERTISERS

1. Advertisers shall ensure that:
 - a) Advertisements are fair, truthful and accurate, and shall not, directly or by implication, mislead or confuse any Consumer;
 - b) Advertisements are factually correct and culturally sensitive, and that this is done so with a sense of responsibility towards Consumers and the community;
 - c) they clearly disclose to Consumers all terms and conditions as well as the necessary information before the point of sale;

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- d) 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 in advance 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 for Consumers to read prior to the sale of an Applicable Product or Service;
 - h) they avoid causing offence on the grounds of, but not limited to, race, religion, gender, political indecency, physical or mental instability in Advertisements;
 - i) Advertisements do not contain anything that is likely to cause serious or widespread offence;
 - j) they do not condone or provoke violence or anti-social behaviour in Advertisements; and
 - k) Advertisements are not framed as to abuse the trust of the Consumer, or exploit a Consumer’s lack of knowledge and experience;
2. Advertisers shall substantiate a claim or representation made in Advertisement when requested to do so in writing by the Authority.

ARTICLE 7

MISLEADING ADVERTISING

Advertisers shall not engage in Misleading Advertisement, in particular with regard to:

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- 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

Without prejudice to the obligations set out in Article 6 of this Regulation, 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;
- c) the Advertisement does not unfairly criticize, discredit, or disparage a competitor or its products and/or services in the Advertisement; and
- d) The Advertiser does not issue Advertisements that unfairly denigrate a competitor's quality of service, so as to reduce public confidence in the products and/or services offered by that other competitor.

ARTICLE 9

JOINT ADVERTISING

Without prejudice to the obligations set out in Article 6 of this Regulation, 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) 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); and
- e) the Advertisers shall clearly state the contact details and all 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 Advertiser shall clearly indicate on the Advertisement the date on which the offer commences and ends, and whether it is subject to availability of the Applicable Product or Service.
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 ensure that:
 - a) the Advertisement shall include a statement such as “subject to conditions” or words which have the same clear effect; and
 - b) 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 IN ADVERTISEMENTS

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 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

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where the increase results from factors that are unrelated to the cost of the promotion; or

3. the quality of the Applicable Product or Service being offered 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 bundled Applicable Product or Service, where a claim is made that if one 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;
 1. "Unlimited" claims where an Applicable Product or Service is subject to a Fair Usage Policy are likely to mislead unless the Advertisement complies with Article 23 of the Regulation and meets the following requirements: the existence of the Fair Usage Policy is stated in the advertisement;
 2. the Fair Usage Policy is fair and reasonable;
 3. Consumers 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

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- ii. 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 Consumer 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 Consumers.

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 Service Contract, 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

EXCLUSIONS AND DISCLAIMERS

The Advertiser shall ensure that:

- a) footnotes, disclaimers, words, or symbols qualifying or excluding products or services made in an Advertisement shall be readily visible, audibly apparent and legible;
- b) 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; and
- 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.

ARTICLE 13

QUOTING RESEARCH AND STATISTICS

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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 Consumer.
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 and specified in the Service 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 provisions the Bulk SMS Regulation promulgated by Resolution No. 3 of 2015 in their direct contact with Consumers through any Advertisement by SMS.

CHAPTER 4

SERVICE CONTRACTS

ARTICLE 16

GENERAL PROVISIONS OF A CONTRACT

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

ARTICLE 17

STANDARD CONTRACTUAL TERMS

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1. Licensed Operators shall provide new Subscribers with a written Service 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. Licensed Operators shall specify the following minimum requirements in Service Contracts (or any appendix thereto) in a clear, understandable and easily accessible form, in English or Arabic:
 - a) a description of the service to be provided;
 - b) the details of prices, tariffs, and any other applicable charges for the use of the service, including:
 - i. any recurring charges;
 - ii. call tariffs; and
 - iii. one-off charges;
 - c) the obligations of the Licensed Operator and the Subscriber;
 - 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 Subscriber can access a copy;
 - g) a description of any limitations or restrictions on the use of the service, including in particular:
 - iv. any limits of the volume of usage;
 - v. fair usage policies; and

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- vi. details of any fees that would become payable if any such limits are exceeded;
 - h) a description of the circumstances in which the Subscriber may be disconnected by the Licensed Operator, including in accordance to applicable legal instruments issued by the Authority;
 - i) a description of the reconnection process of a disconnected service, including any associated fees;
 - j) any charges that apply upon termination of the Service Contract (within or outside the Minimum Service Period);
 - k) reference to the Subscriber complaint and dispute resolution procedures, as well as the Licensed Operator's Code of Practice as approved by the Authority; and
 - l) the Licensed Operator's contact details.
3. A Licensed Operator shall:
- a) give a Subscriber an Advance Notice Period before any contractual changes that have the effect of:
 - i. increasing the burden of the Subscriber. under the Service Contract; or
 - ii. reducing the benefit of the Service Contract or service to the Subscriber; and
 - b) allow the Subscriber to withdraw from the Service Contract without any early termination charges upon thirty (30) days from date of receipt of such notice.

4. The Licensed Operator shall ensure that the information pertaining to the charges applicable for terminating the Service 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 Service Contract; or
 - b) bold and inserted as the final clause before the Subscriber's signature.
5. A copy of the signed Service Contract shall be provided to the Subscriber at the point of sale and at the Subscriber's request at any time.

ARTICLE 18

UNFAIR TERMS

1. Licensed Operators shall ensure that their Service Contracts do not include:
 - a) terms to the effect that, at the end of a Subscriber's Contract Term, the Service Contract would be automatically renewed for a further Contract Term without the Licensed Operator first obtaining the Subscriber's express consent; or
 - b) terms which impose a charge on a Subscriber for termination of a Service 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. Licensed Operators shall refrain from including terms in a Service Contract which have the object or effect of:
 - a) excluding or limiting the legal rights of a Subscriber vis-à-vis the Licensed Operator in the event of total or partial non-performance or inadequate performance by the Licensed Operator of any contractual obligations;

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- b) requiring a Subscriber to pay a disproportionately high sum in compensation in the event that the Subscriber fails to fulfil his contractual obligations;
- c) enabling the Licensed Operator to alter the terms of or terminate the Service Contract on a discretionary basis;
- d) enabling the Licensed 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 Licensed Operator to increase prices, fees, tariffs or charges without giving the Subscriber the corresponding right to terminate the Service Contract;
- g) obliging the Subscriber to fulfil his obligations where the Licensed Operator does not perform his;
- h) giving the Licensed Operator the exclusive right to determine whether the Applicable Product or Service being offered is in conformity with the Service Contract;
- i) giving the Licensed Operators the exclusive right to interpret the Service Contract;
- j) giving the Licensed Operators the possibility of transferring his rights and/or obligations under the Service Contract without the Subscriber's consent;
- k) excluding, hindering, or limiting the Subscriber's right to take legal action, or exercise any other legal or equitable remedy permitted by law; and

- l) enabling Licensed Operators to engage in undue blocking, throttling and discrimination between content and applications delivered by third parties and accessed by Subscribers.

ARTICLE 19

DURATION OF A SERVICE CONTRACT

1. Licensed Operators shall ensure that all Service 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 Service Contract;
 - c) Specify the Advance Notice Period.
 - 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 Service Contract;
2. Licensed Operators shall not charge or subscribe a Subscriber to a service where the Subscriber has not expressly signed for or expressly opted to pay for.
3. At the end of its duration, Licensed Operators shall not renew an existing Service Contract without the express consent of a Subscriber.
4. The provision of Article 19(2) shall not apply in circumstances where:
 - a) the service is unquestionably without prejudice to the Subscriber; or

- b) the service is unquestionably to the advantage of the Subscriber.
5. Where services are subject to upgrade or migration options, Subscribers 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. Licensed Operators shall not upgrade or migrate a Consumer without the expressed permission of the Subscriber, unless such upgrade/migrate is:
 - a) unquestionably without prejudice to the Subscriber; or
 - b) unquestionably to the advantage of the Subscriber at no additional cost.
 7. Licensed Operators shall ensure that Subscribers 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. Licensed Operators shall ensure that Subscribers 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. Licensed Operators shall clearly set the levels of the quality which the Licensed Operator undertakes to uphold with its Subscribers in the Service Contract.
2. Licensed Operators shall ensure that Service Contracts include:

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- a) the minimum access speeds in case of internet service in the Service 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 Licensed Operator, and/or faults resulting from failures to the Licensed Operator's equipment and/or infrastructure.

ARTICLE 21

CONDITIONS LIMITING ACCESS TO AND/OR THE USE OF SERVICES

1. Licensed 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 Service Contract. Licensed Operators shall ensure that the following are included in Service Contracts:
 - a) Information on the coverage of service, where the Service Contract makes reference to the existence of such information and where a Subscriber 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 Licensed Operator which have the effect of limiting the Subscriber's ability to access other services and/or features.
2. Licensed Operators shall:
 - a) Maintain adequate proof of a Subscriber's request to subscribe/unsubscribe to an add-on/offer;

- b) Maintain adequate proof of a Subscriber's acceptance of any new terms and conditions; and
- c) provide such evidence to the Authority as necessary, if requested.

CHAPTER 5

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. Licensed 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 Licensed 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. Licensed 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; and
 - b) prevent impending network congestion and mitigate the effects of exceptional or temporary network congestion, provided that equivalent categories of traffic are treated equally.
5. Licensed Operators shall ensure that any contract which includes internet access services specifies the following at a minimum:

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- a) information regarding minimum quality of service levels offered as well as other parameters related to the quality offered to Subscribers;
- b) information on how traffic management measures applied by that Licensed 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 6

FAIR USAGE POLICY

ARTICLE 23

FAIR USAGE POLICY

1. Licensed Operators shall implement and adhere to a Fair Usage Policy for dealing with Subscriber usage above any set thresholds.
2. Licensed 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 Licensed Operator;
 - b. A description of practices which are considered abusive and therefore prohibited; and
 - c. The limits of liability of the Licensed 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 Service Contract for the Applicable Product or Service.

CHAPTER 7

SUBSCRIBERS WITH SPECIAL NEEDS

ARTICLE 24

1. A Licensed Operator shall make available, free of charge and in formats such as large print or Braille, upon their request:
 - a) Any Service Contract with a Subscriber;
 - b) Any bill rendered in respect of an Applicable Product or Service; and
 - c) Any other communication between the Licensed Operator and the Subscriber.
2. A Licensed Operator shall ensure that, free of charge, a Subscriber is able to nominate an individual who may engage with the Licensed Operator on behalf of the Subscriber, including but not limited to:
 - a) receiving the Subscriber's bill;
 - b) paying the Subscriber's bill;
 - c) making enquiries about the Subscriber's account; and
 - d) terminating the Service Contract.
3. A Licensed 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 Service Contract.

4. For the avoidance of doubt, the nominated individual referred to in Article 24(2) shall not be required to enter into a contract with the Licensed Operator whilst engaging with the Licensed Operator on behalf of a Subscriber with special needs

CHAPTER 8

BILLING

ARTICLE 25

BILLING

1. Licensed Operators shall provide detailed itemised bills in electronic format free of charge upon request by a Subscriber.
2. Licensed Operators shall enable Subscribers 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 Licensed Operator does not provide Subscribers with detailed itemised bills electronically, Subscribers shall be entitled to request a detailed itemised bill in hard copy format, free of charge.
4. Licensed Operators shall clearly inform Subscribers 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 Subscriber 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.

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5. Licensed Operators shall provide senior Subscribers over the age of 60 with a detailed itemised bill in hard or electronic format, depending on the Subscriber's preference, free of charge, if so requested.
6. Licensed 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, Licensed Operators shall retain the records until settlement of the dispute.

CHAPTER 9

CONFIDENTIALITY

ARTICLE 26

1. Licensed Operators shall preserve the confidentiality of the proprietary information of their Subscribers.
2. Licensed Operators shall prohibit improper access to and/or of the confidential information of their Subscribers and refrain from disclosing such information without the Subscriber's prior written consent, unless otherwise required by law.
3. Licensed Operators shall equip themselves in such a manner as to reasonably ensure the confidentiality of their Subscribers' information and communications.

CHAPTER 10

ENFORCEMENT

ARTICLE 27

APPROVAL BY THE AUTHORITY

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1. All Licensed Operators shall ensure that their Service Contracts reflect the requirements set out herein and are submitted to the Authority for its approval no later than six (6) months after the publication of the Regulation.
2. Licensed Operators shall submit any new terms of Service Contracts to the Authority for its approval.
3. The Authority may require that a Licensed Operator amend its Service 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

ENFORCEMENT

1. Without prejudice to any other laws, a breach of any provision of this Regulation by a Licensed Operator shall be deemed to constitute a material breach of its licence(s) and the provisions of the Law.