



Consumer Protection (Telecommunications Services) Regulation

Ref: CAD/21/11/04/04

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	A notice from the Licensed Operator to the Subscriber regarding any proposed action to amend or rescind a Service Contract.
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; (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;

Term	Definition
	<ul style="list-style-type: none"> (n) electronic news groups; (o) still messages and inserts; (p) videos and animated films; (q) interactive voice response (IVR); (r) Short Messaging Services (SMS) (s) information kiosks; and (t) Phone Call Services
Applicable Product or Service	<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.
Authority	The Telecommunications Regulatory Authority.
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.
Contract Requirements	The minimum information that a Licensed Operator must include within a Service Contract as set out in Article 17(2).
Contract Summary	The short summary of key information prepared by the Licensed Operator for a Consumer in substantially the same form as is set out in Part A of Annex 1 to this Regulation and in accordance with the guidance set out in Part B of Annex 1 to this Regulation and any additional guidelines on the requirements for the Contract Summary published by the Authority from time to time.
Contract Term	The full term of the Service Contract, whether or not Early Termination Charges apply in that term.
Cooling Off Period	The period during which a Subscriber can terminate a Service Contract following its commencement without liability to the Licensed Operator other than as set out and in accordance with Article 20.
Direct Contact Advertisement	Advertising by means of direct contact with Consumers.
Durable Medium	paper or email, or any other medium that:

Term	Definition
	(a) allows information to be addressed personally to the recipient; (b) enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information; and (c) allows the unchanged reproduction of the information to be stored.
Early Termination Charges	A charge on a Subscriber for termination of a Service Contract within the Minimum Service Period.
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.
Licensed Operator	A Person who is licensed to operate a Telecommunications Network or to provide a Telecommunications service under Article 25 of the Law.
Minimum Guaranteed Speed	The lowest speed that the Licensed Operator undertakes to deliver to the Subscriber in respect of the Applicable Product or Service, as set out in the Service Contract.
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.
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.
Model Cancellation Form	The template cancellation form appended to this Regulation as Annex 2.
Network Contention	The effect of multiple users sharing the same bandwidth on a Licensed Operator's network.
One-Time Password/ OTP	A string of characters or numbers that is communicated to a Subscriber by electronic means which is time limited and can be used to authenticate the user for a single transaction only.
Premium Rate Service/ PRS	A service in respect of a fixed or mobile telephone number or short code for voice or text messaging for which the Subscriber is charged at a higher than standard charge for a local voice call or a standard SMS.

Term	Definition
Sales Incentive	An incentive offered by a Licensed Operator to entice a Subscriber into entering a Service Contract, from which the Subscriber does not benefit immediately and which the Subscriber is entitled to receive after entering into the Service Contract.
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.
Signal Attenuation	The depreciation of signal strength between the end user and their local telephone exchange.
Subscriber	Any Person that is party to a Service Contract with a Licensed Operator for the provision of an Applicable Product or Service.
Target Resolution Time	The maximum period of time stipulated in the Code Of Practice for the Handling of Consumer Complaints Determination Paper within which a Licensed Operator must resolve complaints that have been addressed to it.
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.
Traffic Management Policies	The range of techniques concerning the flow of data used by Licensed Operators to administer their networks.

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;
 - (b) establish the rights of Consumers and the corresponding obligations of Licensed Operators; and
 - (c) enhance Consumer satisfaction levels of telecommunication services and overall experience.

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;
 - (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, and identifies where such terms can be found;
 - (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;
 - (k) Advertisements are not framed as to abuse the trust of the Consumer, or exploit a Consumer's lack of knowledge and experience; and

- (l) Advertisements make clear that they are Advertisements, and that they are made by or on behalf of the Licensed Operator by including the name or logo of the Licensed Operator or some other clear indication of Licensed Operator's identity.
2. Advertisers shall substantiate a claim or representation made in any Advertisement when requested to do so in writing by the Authority.

Article 7

Misleading Advertising

1. Advertisers shall not engage in Misleading Advertisement, 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

1. 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

1. 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 identifies where such terms can be found; 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

1. 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:
 - (A) the Consumer has to pay packing, packaging, administration or handling costs for the Applicable Product or Service;

- (B) 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
 - (C) 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;
 - (A) "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 25 of the Regulation and meets the following requirements: the existence of the Fair Usage Policy is stated in the advertisement;
 - (B) the Fair Usage Policy is fair and reasonable;
 - (C) 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
 - (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":
 - (A) charging for usage in excess of a limit, either automatically or reserving the right to do so;
 - (B) capping of usage through whatever means, such as barring access to the Applicable Product or Service once a limit is reached, or similar;
 - (C) termination or suspension of a service; or
 - (D) forcing a Consumer to change a package to one with a higher cost or stated limitation on usage.
- (c) speed claims:
- (i) where Advertisers make a numerical speed claim for Applicable Products or Services, Advertisers must be able to demonstrate (in accordance with Article 11(1)(c)(ii) that the advertised speed is based on the actual experience of its Consumer base at various times of the day (including peak times). Peak times shall mean the times at which the relevant Licensed Operator experiences the

highest levels of Consumer demand for the relevant Service. Any such speed claim must be described as an "average" or any other word or phrase conveying the same meaning;

(ii) Advertisers shall maintain data, based on tests using a statistically meaningful sample of customer lines to measure the upload and download speeds actually achieved by its Consumer base (including peak times) at the network termination point for each variant of fixed-line broadband connection and for each technology used in the access line and provide such data to the Authority upon request;

(iii) where Advertisers reference a maximum numerical speed in an advertisement by the use of words such as "up to" or words or phrases conveying the same meaning, then such claim must be accompanied by clear reference to an average numerical speed (in accordance with Article 11(c)(i));

(iv) Applicable Products or Services shall not be described in any Advertisement by reference to non-numerical speed claims, including but not limited to, "fast", "superfast", "lightning", "high speed", "very high speed", or similar, if the available speed and capacity/bandwidth (based on the data collected in accordance with Article 11(1)(c)(ii)) does not correspond with the claim as may be determined on a case-by-case basis; and

(v) in accordance with Article 12(d), when making speed claims, Advertisers shall ensure Consumers' expectations are appropriately managed by informing Consumers to check the Consumer's achievable speeds with the Licensed Operator and informing Consumers of any significant factors which are likely to impact the achievable speeds of the Applicable Products or Services, including but not limited to:

(A) the variation in achievable speeds from Consumer to Consumer caused by Signal Attenuation;

(B) any applicable restrictions as a result of differing Traffic Management Policies; and

(C) any possible implications of Network Contention.

(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.

2. Advertisers shall comply with any additional guidance published by the Authority from time to time in relation to the use of the specific expressions or statements referred to in Article 11(1) in Advertisements.

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 an 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

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 and otherwise complies with the Kingdom's applicable laws, including any requirements to obtain Consumers' consent.
2. Advertisers shall comply with the provisions of the Bulk Messaging Regulation promulgated by Resolution No. 3 of 2015 in their direct contact with Consumers through any Advertisement by SMS.
3. Direct Contact Advertisements with existing Subscribers shall be recorded as part of the records maintained by a Licensed Operator in accordance with Article 17(9).

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

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 Applicable Product or Service.
2. The Service Contract (or any appendix thereto) referred to in the preceding sub-article shall specify the following minimum Contract Requirements:
 - (a) a description of the service to be provided which sets out the main characteristics of the service, including:
 - (i) any minimum service levels as to quality of service, including any service level agreement, where offered; or
 - (ii) a statement that there are no minimum service levels as to quality of service.
 - (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 details of the credit limit that will be applied to the service (if any) and how a Subscriber may have the credit limit changed (if applicable);

- (d) the details of any Sales Incentive and any terms and conditions in relation to such Sales Incentive which must include a detailed and clear explanation as to the process the Subscriber has to follow to obtain the Sales Incentives. If a Sales Incentive includes a free or discounted trial period of an add-on product or service then the terms and conditions must require the Licensed Operator to notify the Subscriber at least once prior to the expiry of the trial period and to obtain the Subscribers explicit consent to continue the use of (and payment for) the Applicable Product or Service after the expiry of the trial period. Records of such notification and consent must be recorded by the Licensed Operator in accordance with Article 17(9). The Subscriber must be informed of any terms and conditions that apply to the use of Applicable Product or Service beyond the Sales Incentive trial period;
- (e) any specific obligations of the Licensed Operator and the Subscriber, including arrangements for the provision of the relevant service(s), including the date of delivery or provision of the service;
- (f) the relevant billing timeframes, cycles and payment methods;
- (g) a description of the Contract Term, the Minimum Service Period (if any), and the Advance Notice Period;
- (h) the right to terminate the Service Contract during the Cooling Off Period (in accordance with Article 20 and the conditions, time limit and procedures for exercising that right, including, where applicable, the arrangements for returning any goods supplied under the Service Contract;
- (i) reference to the existence of a Fair Usage Policy (if any), and a signpost as to how a Subscriber can access a copy;
- (j) a description of any limitations or restrictions on the use of the service, including in particular:
 - (i) any limits of the volume of usage and the means by which the volume of usage is measured. Licensed Operators shall ensure they notify the Subscriber when the Subscriber exceeds 50%, 75% and 100% of any volume usage limitations;
 - (ii) fair usage policies;
 - (iii) details of any fees that would become payable if any such limits are exceeded; and
 - (iv) limitations, restrictions or fee variances applicable to different call categorisations, including but not limited to, on-net, off-net, international and local minutes.
- (k) 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;
- (l) a description of the reconnection process of a disconnected service, including any associated fees;
- (m) any Early Termination Charges that apply upon termination of the Service Contract (within or outside the Minimum Service Period) including the method of calculation of such Early Termination Charges which shall comply with Article 18.1(b);

- (n) information on the right to a refund of any remaining credit in relation to prepaid services in the event of switching of a Licensed Operator;
 - (o) the type of action that might be taken by the Licensed Operator in response to security incidents, threats or vulnerabilities;
 - (p) if applicable and without prejudice to any applicable data protection legislation (as amended or updated from time to time), information on what personal data shall be provided before the performance of the service or collected in the context of the provision of the service;
 - (q) reference to the Subscriber complaint and dispute resolution procedures, as well as the Licensed Operator's Code of Practice as approved by the Authority;
 - (r) the information required in accordance with Articles 21 and 22;
 - (s) the identity of the Licensed Operator and its contact details, including registered address, telephone number, email address/fax (where available) and the geographical address of the place of business where a Subscriber can address any complaints; and
 - (t) the means by which the Subscriber is able to terminate the Service Contract (in accordance with Articles 19(8) – 19(10)).
3. Subject to Article 17(5), before a Subscriber is bound to a Service Contract, the Licensed Operator shall provide the Subscriber with a Contract Summary in substantially the same form as, and containing the information described in, the template set out in Part A of Annex 1 to this Regulation (and in accordance with Part B of Annex 1 and any additional guidelines published by the Authority), to the extent such information is applicable to the services to be provided to the Subscriber.
4. Subject to Article 17(5), the Service Contract and Contract Summary shall be provided free of charge and presented:
- (a) in a clear and understandable manner;
 - (b) at a time that reasonably allows the Subscriber to make an informed decision;
 - (c) on a Durable Medium (or where this is not feasible, shall be made available in an easily downloadable document to which the Licensed Operator shall expressly draw the attention of the Subscriber to the availability and importance of downloading such document); and
 - (d) in both English and Arabic (unless the Subscriber has consented to receive such information in a single language).
5. Where provision of the Service Contract and/or Contract Summary cannot feasibly be provided to a Subscriber in a Durable Medium prior to the Subscriber being bound by the Service Contract, the Licensed Operator shall provide such information to the Subscriber in a Durable Medium as soon reasonably possible thereafter. The Licensed Operator shall expressly draw the attention of the Subscriber to the availability and importance of such information prior to the Subscriber being bound by the Service Contract and the means by which the Subscriber will receive or be able to access such information.
6. 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.
7. 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. The Contract Summary shall become an integral part of the Service Contract between the Licensed Operator and the Subscriber.
8. A Licensed Operator shall provide the Subscriber with an Advance Notice of contractual changes in a Durable Medium. Such Advance Notice shall:
- (a) give a Subscriber an Advance Notice Period before the contractual changes may come into force if they 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) if Article 17(8)(a) applies, clearly notify the Subscriber of the Subscriber's right to withdraw from the Service Contract without any Early Termination Charges within thirty (30) days from date of receipt of such Advance Notice.
9. The Licensed Operator must create and keep records about the sale of its Applicable Products or Services (including any applicable Sales Incentives) for a period of not less than twelve (12) months or ninety (90) days after the date on which the relevant Sales Incentive has to be fully redeemed (whichever is the later). Such records must include:
- (a) the date of the sale;
 - (b) the means through which the Service Contract was entered into and the place where the Service Contract was entered into (if applicable);
 - (c) a log of the invoices issued and payments made in respect of the Service Contract;
 - (d) a log of any complaints received in respect of the Service Contract; and
 - (e) any other information expressly required by this Regulation.

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 Early Termination Charges which are disproportionately high in relation to any charges relating to the Subscriber for the remainder of the Contract Term. Early Termination Charges shall be deemed disproportionately high if they exceed 50% (fifty percent) of the monthly tariffs that would have been payable by the Subscriber until the end of the of the Minimum Service Period, provided that Licensed Operators shall be entitled to recover from the Subscriber any amount that, prior to the date of termination, was due and payable by the Subscriber in respect of the Service Contract.

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;
 - (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) providing for the price of a product and/or service to be determined at the time of delivery or provision;
 - (d) enabling the Licensed Operator to increase prices, fees, tariffs or charges without giving the Subscriber the corresponding right to terminate the Service Contract in accordance with Article 17(8);
 - (e) obliging the Subscriber to fulfil his obligations where the Licensed Operator does not perform theirs;
 - (f) giving the Licensed Operator the exclusive right to determine whether the Applicable Product or Service being offered is in conformity with the Service Contract;
 - (g) giving the Licensed Operators the exclusive right to interpret the Service Contract;
 - (h) giving the Licensed Operators the possibility of transferring his rights and/or obligations under the Service Contract without the Subscriber's consent;
 - (i) excluding, hindering, or limiting the Subscriber's right to take legal action, or exercise any other legal or equitable remedy permitted by law; and
 - (j) 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 (including a Subscriber's right to terminate the Service Contract during the Cooling Off Period in accordance with Article 20);

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 Subscriber 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. Licensed Operators shall be entitled to refuse a new purchase of any Applicable Product or Service if the Subscriber has an outstanding debt with the Licensed Operator which is not the subject of an on-going dispute or complaint between the Licensed Operator and the Subscriber.
8. Licensed Operators shall ensure that Subscribers are able to terminate a Service Contract by either:
 - (a) using of a cancellation form that follows substantially the same form as the Model Cancellation Form set out in Annex 2 of this Regulation; or
 - (b) providing any other clear statement to the Licensed Operator setting out the decision to terminate the Service Contract.
9. If the Licensed Operator gives the Subscriber the option of filling in and submitting a cancellation form or other statement via the Licensed Operator's website, where a Subscriber chooses to make use of such form, the Licensed Operator must communicate to the Subscriber an acknowledgement of receipt of the cancellation on a Durable Medium without delay.
10. Licensed Operators shall ensure that the methods available to a Subscriber to terminate an Applicable Product or Service are equally convenient and no more complex than the methods used by the Licensed Operator to acquire or subscribe to that Applicable Product or Service. By way of example only, if a Subscriber can subscribe to a service by SMS then such Subscriber must also have the option to use SMS for the purposes of terminating that service.

Article 20

Cooling Off Period

1. All Subscribers shall have the right to terminate a Service Contract at any time within the Cooling Off Period without incurring any liability (except as set out in this Article 20(4)(c)) if:
 - (a) the Subscriber can reasonably establish that the Applicable Product or Service has been mis-sold by the Licensed Operator, or that the Applicable Product or Service does not comply with expectations of the Subscriber that could reasonably have been expected by a Subscriber when taking into account the representations made by the Licensed Operator in its terms and conditions (including the Service Contract and Contract Summary), including any failure by the Licensed Operator to meet a committed delivery date; and
 - (b) the issue giving rise to the right to terminate the Service Contract under Article 20(1)(a):
 - (i) has been reported to the Licensed Operator by the Subscriber during the Cooling Off Period; and
 - (ii) has not been resolved by the Licensed Operator, or the Licensed Operator has not been able to provide an alternative service at terms acceptable to the Subscriber, within a period that is equal to the Cooling Off Period following notification by the Subscriber in accordance with Article 20(1)(b)(i).
2. The Cooling Off Period begins on the later of:
 - (a) the date when the service to be provided under the Service Contract commences; or
 - (b) if goods are provided as part of a bundle under the same Service Contract, the date that the goods to be provided under the Service Contract come into the possession of the Subscriber or a person, other than a courier, identified by the Subscriber to take possession of them.
3. The Cooling Off Period ends [fourteen days (14)] days after the date on which it commenced.
4. The Subscriber may exercise its right to terminate a Service Contract under Article 20(1) in accordance with Article 19(8). If a Subscriber exercises its right to terminate a Service Contract under Article 20(1), the Licensed Operator must reimburse all payments received from the Subscriber, subject to the following:
 - (a) the Licensed Operator must reimburse any payment for delivery received from the Subscriber;
 - (b) the Licensed Operator may not impose any additional fee in respect of the reimbursement; and
 - (c) where a Service Contract includes the provision of goods as part of a bundle, if the value of the goods are diminished by any amount as a result of handling of the goods by the Subscriber beyond what is necessary to establish the nature, characteristics and functioning of the goods, the Licensed Operator may recover that amount from the Subscriber, up to the price of the goods.
5. The Licensed Operator shall reimburse any payments owed under Article 20(4) via the same means of payment as the Subscriber used for the initial transaction (unless the Subscriber has expressly agreed otherwise) and shall do so without undue delay and in any event within fourteen (14) day of the later of:
 - (a) notification by the Subscriber to terminate the Service Contract; or

- (b) the day on which the trader receives the goods back or the Subscriber provides evidence of having sent the goods back (whichever is earlier).
- 6. It is the Licensed Operator's responsibility to collect any goods provided under the Service Contract if:
 - (a) the Licensed Operator has offered to collect them; or
 - (b) the goods were delivered to the Subscriber's home following the commencement of the Service Contract and could not, by their nature, normally be returned by post by the Subscriber.
- 7. If it is not the Licensed Operator's responsibility under Article 20(6) to collect the goods, then the Licensed Operator must inform the Subscriber of the address or other locations (such as the Licensed Operator's stores) where the Subscriber must send the goods or hand the goods over to the Licensed Operator. The Licensed Operator must inform the Subscriber that a refund is not payable until the Licensed Operator receives the goods back or the Subscriber provides evidence of having sent the goods back (whichever is earlier).
- 8. Where the provisions of this Article 20 apply to termination of a Service Contract, the Service Contract is to be treated as including these provisions as terms.

Article 21

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:
 - (a) the Minimum Guaranteed Speeds in case of internet service in the Service Contract, ensuring that such speeds do not significantly differ from any advertised speeds (advertised in accordance with Article 11.1(c)(i)) for the Applicable Product or Services;
 - (b) a right for the Subscriber to terminate the Service Contract without incurring Early Termination Charges in the event the actual speeds of the Applicable Products or Services experienced by the Subscriber fall below the Minimum Guaranteed Speeds on a daily basis for at least three (3) consecutive days and the Licensed Operator fails to resolve the issue within the applicable Target Resolution Time as set out in the Code Of Practice for the Handling of Consumer Complaints Determination Paper, as may may be amended by the Authority from time to time.
 - (c) the maximum time for initial connection and disconnection;
 - (d) the type of maintenance services offered; and
 - (e) 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 22

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.

Article 23

Premium Rate Services

1. For Premium Rate Services, Licensed Operators shall provide on request and free of charge the following information and advice to Subscribers which shall also be made available via the Licensed Operator's website at all times:
 - (a) information about the premium rate services (PRS) mechanisms in the Bahraini market, such as operator billing, premium rate short message services (PSMS) payments, service charges for controlled premium rate services (CPRS) numbers, and any mobile short code charges, and how they are applied to the Subscriber's phone bill;
 - (b) basic information about how PRS works including whether the services in question were routed to service providers hosted on the Licensed Operator's own network or on the network of a different communications provider, together with a basic explanation of how revenue sharing with service providers operates;
 - (c) information about the tariffs that apply on their network for calls to any PRS number range, including, where appropriate, the Licensed Operator's access charge;
 - (d) contact details of individual service providers or the communications service provider which hosts them and where that information is available;
 - (e) service providers' customer service contact details where Subscribers can obtain further information about the services provided on PRS numbers on their bills;
 - (f) information about how Subscribers can bar access from their telephone to all or specific PRS number ranges for reasons of cost and/or consent;

- (g) information on any other options available to Subscribers for seeing refunds in cases of abuse and/or scams involving PRS; and
 - (h) information about how Subscribers can subscribe for Premium Rate Services and terminate Premium Rate Services.
2. The Licensed Operator shall ensure that for each purchase of a Premium Rate Service by a Subscriber, the Subscriber is required to physically enter a One-Time Password (OTP) to confirm consent to the purchase of the Premium Rate Service and that the Subscriber receives confirmation of the purchase. The Licensed Operator shall maintain records of the evidence of each purchase in accordance with Article 17(9).
 3. The Licensed Operator shall ensure that a Subscriber is able to view and to terminate its purchased Premium Rate Services on the Licensed Operator's website (and mobile application, if applicable) via the Subscriber's personal account and the Subscriber is informed of this method of termination (and any other applicable method of termination) when consenting to the purchase of the Premium Rate Service.
 4. Prior to a purchase of a Premium Rate Service, the Licensed Operator shall expressly draw the Subscriber's attention to the website page where the Subscriber can access the information set out in Article 23(1).

Chapter 5

Article 24

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 24(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 24(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:
 - (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.
6. Licensed Operators shall comply with any additional guidance published by the Authority from time to time in relation to limiting the access to and/or the use of services.

Chapter 6

Fair Usage Policy

Article 25

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 Requirements

Article 26

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 26(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 26(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 requirements.

Chapter 8

Billing

Article 27

Billing

1. Licensed Operators shall provide detailed itemised bills in electronic format free of charge unless declined by a Subscriber or unless Article 27(4) applies.
2. All detailed itemised bills shall include:
 - (a) the relevant Subscriber's account number or other identifier;
 - (b) the date the bill is issued;
 - (c) the period to which the bill relates;
 - (d) the Applicable Product(s) or Service(s) to which the bill relates;
 - (e) details of the relevant tariffs;
 - (f) discounts and/or additional charges and the reasons for such discounts and/or additional charges;
 - (g) any other information which is likely to be considered important by the Subscriber, including but not limited to, the Subscriber's consumption of an Applicable Product or Service against any volume usage limitations.
3. 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.
4. If any Licensed Operator does not provide Subscribers with detailed itemised bills electronically, Subscribers shall be provided with a detailed itemised bill in hard copy format, free of charge, unless declined by a Subscriber.
5. 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.
6. 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.

7. All detailed itemised bills, whether provided in hardcopy or electronic format, must be provided in both English and Arabic (unless the Subscriber has consented to receive such information in a single language).
8. 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.
9. 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 28

1. Subject to the Kingdom's applicable laws and regulations:
 - (a) Licensed Operators shall preserve the confidentiality of the proprietary information of their Subscribers.
 - (b) 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.
 - (c) 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 29

Approval By The Authority

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 30

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.
2. The Authority may conduct any procedures or take any measures to validate a Licensed Operator's compliance with the provisions of this Regulation in accordance with the inspection and supervision procedures of the Law.

Annex 1

Part A - Contract Summary Template

[Service Name]

[Licensed Operator / Logo]

Contract Summary

- **This contract summary provides the main elements of this service offer as required by Article 17 of the Consumer Protection Regulation.**
- **Complete information about the service is provided in the Service Contract.**

Description of Service:	
Price:	
Contract Term & Termination:	
Service Quality & Remedies:	

[Contact Information]

This Contract Summary has been produced in accordance with applicable guidelines published by the Telecommunications Regulatory Authority of the Kingdom of Bahrain

Part B – Instructions for completing the Contract Summary

3. The service or brand name of the Applicable Product or Service offered shall be immediately above the title “Contract Summary”. The name of the Licensed Operator shall immediately follow the name of the Applicable Product or Service. The Licensed Operator may insert its logo to the right of the title “Contract Summary”.
4. The name, address and direct contract information of the Licensed Operator and, if different, the direct contact information for any complaint, shall be included at the bottom of the Contract Summary.
5. The easy readability of a font depends on various factors, and includes the relation between viewing distance, the character height and whether the font size is easily enlarged when provided electronically. When read from a close distance, a font size of at least 10 point shall be considered easily readable for many Subscribers. Headings shall be distinguishable also by increased font size. Commonly used fonts shall be used and decorative fonts shall be avoided. Easy readability shall also be ensured by using sufficient contrast between the font and the background, especially when using colours.
6. The use of visuals, such as symbols, icons and graphics or the use of hyperlinks or pop-ups shall not adversely affect easy readability and shall not be intrusive or distract the Subscriber’s attention from the content of the main document.
7. Specialized language, technical jargon and acronyms shall be avoided where possible.
8. The Contract Summary shall provide information enabling the Subscriber to contact their provider, especially in case of complaints. Relevant contact information may include, in addition to an e-mail address or telephone number, the possibility to use web forms or other types of direct contact.
9. The Contract Summary shall not, unless duly justified, exceed the equivalent of two single-sided A4 pages when printed with an easily readable font. Where services or services and terminal equipment, are bundled into a single contract, the contract summary shall not, unless duly justified, exceed four single-sided A4 pages when printed with an easily readable font.
10. Section “Description of Service” means:

Description of the main characteristics of the Applicable Service or Product. For example, fixed voice telephony, mobile voice telephony, mobile internet access shall be provided. The description shall include, as applicable, any limitations or conditions which could impact the provision of the Applicable Service, including but not limited to any volume or usage limits and any applicable Fair Usage Policy.
11. Section “Price” means:

This section shall include, as applicable, the price for activating the service, monthly price, monthly price with discount where applicable (including the start and end date for such discount) and equipment price. Where applicable, pricing details, including prices which will apply after the volumes included in the monthly price have been exceeded and pricing of addition services shall be indicated to be available separately.
12. Section “Contract Term & Termination” means:

The information on the duration of the Service Contract in months and the main conditions for its renewal and termination shall be included. The reference to conditions for termination shall be

limited to the end of the contract or to early termination where applicable. The Early Termination Charges or the method for calculation of the Early Termination Charges shall be included. This section shall also provide the duration of the Cooling Off Period and information on the Subscriber's right to cancel a Service Contract during the Cooling Off Period as required under the Regulation.

13. Section "Service Quality & Remedies" means:

This section shall include, the levels of quality that the Licensed Operator promises the Subscriber, such as the Minimum Guaranteed Speeds (and the Subscriber's right to terminate in the event the Minimum Guaranteed Speeds are not achieved in accordance with Article 21(2)(b)) where applicable, or the maximum time for initial connection/disconnection. This section shall also refer to the Licensed Operator's code of practice.

Annex 2

Model Cancellation Form

To [Subscriber to insert Subscriber's name, geographical address and, where available, fax number and email address]:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale [of the following goods [*] / for the supply of the following service [*]:

Ordered on / Received on [*]:

Name of Subscriber:

Address of Subscriber:

Signature of Subscriber [if the form is provided on paper]:

Date:

[*] = Delete as appropriate.