COMMUNICATIONS
CONSUMER PROTECTION
REGULATION

اللائحة التنظيمية لحماية مستهلك خدمات الاتصالات
[هيئة تنظيم الاتصالات]
18 أكتوبر 2021
## TABLE OF CONTENT

### Part I: Instructions for responding to the Consultation

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Context</td>
<td>6</td>
</tr>
<tr>
<td>2. Next Steps</td>
<td>8</td>
</tr>
<tr>
<td>3. Questions</td>
<td>9</td>
</tr>
<tr>
<td>4. Process and Timeframe</td>
<td>10</td>
</tr>
<tr>
<td>4.1. Consultation procedures</td>
<td>10</td>
</tr>
<tr>
<td>4.2. Timeframe for the review</td>
<td>11</td>
</tr>
<tr>
<td>5. Publication of Comments</td>
<td>11</td>
</tr>
</tbody>
</table>

### Part II COMMUNICATIONS CONSUMER PROTECTION REGULATION

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Definitions</td>
<td>13</td>
</tr>
<tr>
<td>2. Precedence of Legal Instruments</td>
<td>18</td>
</tr>
<tr>
<td>3. Scope and Application</td>
<td>18</td>
</tr>
<tr>
<td>4. Legal Basis</td>
<td>18</td>
</tr>
<tr>
<td>4.1 The Telecommunications Law</td>
<td>18</td>
</tr>
<tr>
<td>4.2 The Telecommunications By-Law (TBL)</td>
<td>19</td>
</tr>
<tr>
<td>4.3 Emiri Decision</td>
<td>22</td>
</tr>
<tr>
<td>4.4 License Terms and Conditions</td>
<td>22</td>
</tr>
<tr>
<td>5. Communication with the Customers</td>
<td>22</td>
</tr>
<tr>
<td>5.1 Information Transparency</td>
<td>22</td>
</tr>
<tr>
<td>5.2</td>
<td>Annual Customer Information Summary (&quot;ACIS&quot;)</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>5.3</td>
<td>Fair Conduct</td>
</tr>
<tr>
<td>5.4</td>
<td>Advertising, Marketing and Branding</td>
</tr>
<tr>
<td>5.4.1</td>
<td>General Requirements</td>
</tr>
<tr>
<td>5.4.2</td>
<td>Content of Advertisement</td>
</tr>
<tr>
<td>5.4.3</td>
<td>Additional Requirements for Advertising based on External Publications</td>
</tr>
<tr>
<td>5.4.4</td>
<td>Additional Requirements for Comparative Advertising</td>
</tr>
<tr>
<td>5.4.5</td>
<td>Additional Requirements for Joint Advertising</td>
</tr>
<tr>
<td>5.4.6</td>
<td>Packaged or Bundled Products and/or Services</td>
</tr>
<tr>
<td>5.4.7</td>
<td>Pricing and Savings Information</td>
</tr>
<tr>
<td>5.4.8</td>
<td>Expressions, Statements and References Advertisements</td>
</tr>
<tr>
<td>5.4.9</td>
<td>Availability, Exclusions and Disclaimers</td>
</tr>
<tr>
<td>5.5</td>
<td>Direct Marketing</td>
</tr>
<tr>
<td>5.5.1</td>
<td>General Considerations</td>
</tr>
<tr>
<td>5.5.2</td>
<td>Withdrawal of Customers Consent</td>
</tr>
<tr>
<td>5.5.3</td>
<td>Service Provider Anti-Spam/ Cybercrime/ Fraud Activities Obligations</td>
</tr>
<tr>
<td>5.6</td>
<td>Fundraising</td>
</tr>
<tr>
<td>5.7</td>
<td>Competitions</td>
</tr>
<tr>
<td>5.8 Obligations related to Branding and Domain Names</td>
<td>50</td>
</tr>
<tr>
<td>-----------------------------------------------------</td>
<td>----</td>
</tr>
<tr>
<td>6. Contract and Customers</td>
<td>50</td>
</tr>
<tr>
<td>6.1 Customers’ Right to be Connected</td>
<td>50</td>
</tr>
<tr>
<td>6.2 Terms and Conditions</td>
<td>51</td>
</tr>
<tr>
<td>6.3 Statements regarding Customer obligations</td>
<td>53</td>
</tr>
<tr>
<td>6.4 Assigning numbers to Customers</td>
<td>54</td>
</tr>
<tr>
<td>6.5 Notifications</td>
<td>56</td>
</tr>
<tr>
<td>6.6 After Sales Support</td>
<td>57</td>
</tr>
<tr>
<td>6.7 Billing</td>
<td>58</td>
</tr>
<tr>
<td>6.8 Service Providers general Obligations in relation to Third Parties or Agents</td>
<td>64</td>
</tr>
<tr>
<td>7. Termination of a Service or a Contract</td>
<td>65</td>
</tr>
<tr>
<td>7.1 Right to Terminate</td>
<td>65</td>
</tr>
<tr>
<td>7.2 Withdrawal of Customer Consent</td>
<td>66</td>
</tr>
<tr>
<td>7.3 Transfer or Migration between Products and Services</td>
<td>67</td>
</tr>
<tr>
<td>7.4 Disconnection or Disruption of Services</td>
<td>67</td>
</tr>
<tr>
<td>8. Specific Requirements</td>
<td>69</td>
</tr>
<tr>
<td>8.1 Protection against Customer lock-in</td>
<td>69</td>
</tr>
<tr>
<td>8.2 Access to Emergency Services</td>
<td>69</td>
</tr>
<tr>
<td>8.3 Directory Services</td>
<td>70</td>
</tr>
<tr>
<td>8.4 Customers with Disabilities</td>
<td>71</td>
</tr>
<tr>
<td>Chapter</td>
<td>Title</td>
</tr>
<tr>
<td>---------</td>
<td>-------</td>
</tr>
<tr>
<td>8.5</td>
<td>Data Privacy Protection</td>
</tr>
<tr>
<td>8.6</td>
<td>Access to Customer Premises</td>
</tr>
<tr>
<td>8.7</td>
<td>Fixed and Mobile Number Portability</td>
</tr>
<tr>
<td>9.</td>
<td>Blacklisting of Customers</td>
</tr>
<tr>
<td>10.</td>
<td>Complaints and Disputes</td>
</tr>
<tr>
<td>10.1</td>
<td>Service Provider’s Obligation to Maintain Internal Complaints Procedure</td>
</tr>
<tr>
<td>10.2</td>
<td>Customer Complaints Process</td>
</tr>
<tr>
<td>11.</td>
<td>Duty to Assist the CRA</td>
</tr>
<tr>
<td>12.</td>
<td>Complaining and Reporting</td>
</tr>
<tr>
<td>12.1</td>
<td>Compliance</td>
</tr>
<tr>
<td>12.2</td>
<td>Reporting</td>
</tr>
<tr>
<td>12.3</td>
<td>Monitoring</td>
</tr>
<tr>
<td>13.</td>
<td>Transition Period</td>
</tr>
<tr>
<td>Annex A</td>
<td>Consultation Response Templet</td>
</tr>
<tr>
<td>Annex B</td>
<td>Processes and Procedures to be approved by CRA</td>
</tr>
<tr>
<td>Annex C</td>
<td>CRA Customer Complaints Process</td>
</tr>
</tbody>
</table>
PART I: INSTRUCTIONS FOR RESPONDING TO THE CONSULTATION

1 Context

1.1 The implementation of the Qatar National Vision 2030 in relation with the telecommunication sector necessitates addressing the provision of high-quality services that respond to the needs and desires of individuals and businesses. Telecommunication Services and Telecommunication Products must not only comply with applicable laws and regulations, but also - as importantly - must meet the ambition and vision of the State to compete on the international stage.

1.2 Part of the Authority’s role is setting the standards of protection for the Customers and guaranteeing their rights is one of the primary objectives to regulate the Communications sector.

1.3 The Authority always endeavor, and from time to time, to develop all matters pertaining to the protection of the Customers, including policy, regulation, and related consultations, while taking into consideration the fast pace of technological development of the communication sector, through issuing a special regulation from the protection of the Communication services’ Customers, which includes, but not limited to, the rights and obligations of Customer of the Communication service from one side, and the rights and obligations of the Providers from another.
1.4 The stated mission of the Authority is to encourage and support an open and competitive information and communications technology sector that provides advanced, innovative and reliable communications system, balancing the rights of Customers with the needs of Service Providers in the State.

1.5 The Authority is empowered and determined to play an active role in balancing the rights of Customers and Service Providers, including but not limited to the following:

a. issuing, implementing and supervising consumer protection regulation to further achieve the goals of the CCPP;

b. monitoring the terms of service between the Service Providers and Customers.

c. determining and developing the applicable Quality of Service standards in line with industry best practice;

d. maintaining and asserting the morals, ethics and customs of the Qatari society;

e. ensuring Customers are not misled as to the Telecommunication Services and Telecommunication Products they are purchasing and that they in fact receive the Telecommunication Services or Telecommunication Products contemplated when consenting to the terms with the Service Providers;

f. protecting Customers’ rights to information transparency on the terms of services, applicable Tariffs, issuance of bills, and communications.

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e. ensuring Customers are not misled as to the Telecommunication Services and Telecommunication Products they are purchasing and that they in fact receive the Telecommunication Services or Telecommunication Products contemplated when consenting to the terms with the Service Providers;

f. protecting Customers’ rights to information transparency on the terms of services, applicable Tariffs, issuance of bills, and communications.
retention of documents, credit limit progress, disruption of services, etc.;

g. ensuring that Customer’s data privacy is protected, and that Customers are safeguarded against unwanted electronic telecommunication and Spam;

h. guarantying the rights of people with special needs to access and use the Telecommunication Services and Telecommunication Products without any difficulty;

i. protecting Customers from unfair restrictions on their ability to transfer to another Service Provider;

j. providing Customers with access to emergency services, directories and options for Premium Rated Services;

k. ensuring Service Providers implement effective Customer complaints procedures;

l. monitoring the state of competition in the market to safeguard the interests of Customers; and

m. ensuring compliance of Service Providers with the rules, conditions, standards and practices relating to the Customer Protection Regulations and Policies.

2 Next Step

2.1 The Authority shall conduct the following steps after issuing the regulation:
a) To discuss and explain this regulation with the Service Providers in the State of Qatar.

b) To receive comments and inquiries about the regulation from the Service Providers, and whereby the Authority shall amend what it deems necessary in the regulation and publish a final version of the same.

3 Questions

3.1 To ensure a better protection for the Consumer, and a more transparent relationship, what are the issues that need to be added or amended in this Regulation?

3.2 What are the recommended procedures from your side in this Regulation to develop the relationship between the Customers and Service Providers pertaining to advertisements and offers in the State of Qatar?

3.3 What are your recommendations regarding resolving complaints or disputes arising between the Customers and Service Providers? And what are the recommendation to facilitate such disputes resolution?

3.4 What are your suggestions concerning the prior consents required from the Customer by the Service Provider to assure the protection of the Customers?

3.5 Are any of the points mentioned in this Regulation considered expensive or impractical to implement and should be deleted? If so, what are the alternatives that you suggest?
3.6 Do you have any suggestions concerning additional safeguards that the Authority should adopt in relation to the treatment of confidential information in the context of the procedure laid down in this Regulation?

4 Process and Timeframe

4.1 Consultation procedures

4.1.1 Service Providers are invited to provide comments on the Communications Consumer Protection Regulation (ref. Part II of this Document).

4.1.2 The Communications Regulatory Authority requires that comments and proposals are supported by substantiated evidence, where changes are suggested.

4.1.3 If a stakeholder disagrees with any approach proposed by the Authority, the stakeholder is requested to provide, in its response:

   a) the reasons for disagreement;

   b) its alternative proposal in a clear and concise manner; and

   c) all assumptions, relevant justifications and references of all data sources behind its alternative proposal.

4.1.4 Any submissions received in response to this Consultation Document (“CD”) will be carefully considered by the Authority. Nothing included in this CD is final or binding. However, the Authority is under no obligation to adopt or implement any comments or proposals submitted.

4.1.5 Comments should be submitted by email to (CCPR@cra.gov.qa) before the November
18.2021. The subject reference in the email should be stated as “Consultation on Communications Consumer Protection Regulation”.

4.1.6 It is not necessary to provide a hard copy in addition to the soft copy sent by email.

4.2 Timeframe for the review

4.2.1 Service Providers are requested to submit their responses by the date indicated on the cover page.

4.2.2 The Authority will hold an industry meeting at the beginning of the consultation period if requested by the Service Providers. Requests for an industry meeting with preferred dates, likely attendances and topics to be discussed should be forwarded to (CCPR@cra.gov.qa) before November 5, 2021 with the subject heading “Industry Meeting Request – Communications Consumer Protection Regulation.”

5 Publication of comments

5.1 In the interests of transparency and public accountability, the Authority intends to publish the submissions to this consultation on its website at www.cra.gov.qa.

5.2 All submissions will be processed and treated as non-confidential unless confidential treatment of all or parts of a response has been requested.

5.3 In order to claim confidentiality for information in submissions that stakeholders regard as business secrets or otherwise confidential, stakeholders must provide a non-confidential version of such documents in which the information considered confidential is blacked.

November 2021. يتعين كتابة في خانة الموضوع "استشارة حول لائحة التنظيمية لحماية المستهلك لخدمات الاتصالات." على البريد الإلكتروني.

4.1.6 لا يتعين كتابة نسخة ورقية بالإضافة إلى النسخة التي يتم إرسالها عبر البريد الإلكتروني.

4.2 الإطار الزمني للمراجعة

4.2.1 يتوجب على مقدمي الخدمة تقديم ردودهم بالتاريخ المشار له في الصفحة الأولى.

4.2.2 ستعقد الهيئة اجتماع، عند البدء بمرحلة الاستشارة في حال طلب مقدم الخدمة ذلك. يتم مناقشة طلبات عقد الاجتماع المرفقة باقتراحات من ناحية التواريخ، والحاضرون والمواضيع التي سيتم مناقشتها من قبل الهيئة بمجرد إعادة إرسالها على (CCPR@cra.gov.qa) قبل 5 نوفمبر 2021. يتعين علًا أن يكون عنوان الموضوع "طلب عقد اجتماع – استشارة حول لائحة التنظيمية لحماية مستهلك خدمات الاتصالات.

5 نشر التعليقات

5.1 لأغراض الشفافية والمساءلة العامة، تعزز الهيئة على نشر الملاحظات بشأن هذه الاستشارة على موقعها الإلكتروني www.cra.gov.qa

5.2 يكون التعامل ومعالجة جميع التعليقات على أنها غير سرية ما لم يتم المطالبة بالتعامل مع كل أو أي جزء من الرد على أنه سري.

5.3 في حال رغبة الأطراف المعنية المطلوبة بالحفاظ على سرية المعلومات الواردة في الملاحظات بحيث تعتبر هذه المعلومات سرية تجاريًا أو سرية لأسباب أخرى، يتوجب على الأطراف المعنية تقديم نسخة غير سربة من هذه المستندات بحيث يتم فيها تطليل المعلومات السرية باللون الأسود. يتوجب
out. This "blackened out" portion/s should be contained in square brackets. From the non-confidential version, it has to be clear where information has been deleted. To understand where redactions have been made, stakeholders must add indications such as "business secret", "confidential" or "confidential information".

5.4 A comprehensive justification must be provided for each part of the submission required to be treated as confidential. Furthermore, confidentiality cannot be claimed for the entire or whole sections of the document, as it is normally possible to protect confidential information with limited redactions.

5.5 While the Authority will endeavor to respect the wishes of respondents, in all instances the decision to publish responses in full, in part or not at all remains at the sole discretion of the Authority.

5.6 For more clarification concerning the consultation process, please contact us on (CCPR@cra.gov.qa).

وضع الجزء/ الأجزاء المظللة في مربع بين قوسين، بحيث يكون من الواضح مكان حذف تلك المعلومات. ولغرض الحرص على وضوح التفصيل، يجب على الاطراف المعنية إضافة دلالات مثل "أسرار تجارية" أو "سري" أو "معلومات سرية".

5.4 يجب تقديم تبرير شامل لأي من أجزاء الملاحظات التي يتم المطالبة بالتعامل معها على أنها سرية. بالإضافة إلى ذلك، لا يجوز الادعاء بالسرية لكامل أو لأجزاء كاملة من المستند، طالما أنه من الممكن حماية المعلومات السرية بناءه تغييرات محدودة.

5.5 رغم مساعي الهيئة لاحترام رغبات أصحاب الردود، فإنه وفي جميع الأحوال يبقى قرار نشر الردود كلياً، أو جزئياً خاضع كلياً لسلطة الهيئة التقديرية.

5.6 لمزيد من التوضيح بشأن آلية الاستشارة، يرجى التواصل على (CCPR@cra.gov.qa).
PART II
COMMUNICATIONS
CONSUMER PROTECTION
REGULATION

1 Definitions

1.1 The terms, words, and phrases used in this Regulation shall have the same meaning as are ascribed to them in the Applicable Regulatory Framework ("ARF"), including, but not limited to the Emiri Decision No. 42 of 2014 establishing the CRA ("Emiri Decision"), the Decree Law No. 34 of 2006 ("Telecommunications Law"), the Executive By-Law No. 1 of 2009 of the Telecommunications Law ("By-Law"), and the Service Providers’ Licenses ("Licenses") unless otherwise expressly defined in this Regulation or the context in which they are used requires otherwise.

1.2 The following terms shall have the following meanings:

Advertisement: any means of bringing a product or service or entity to the attention of Customers, including any branding, marketing or promotional activity.

Advertising Material: any material used for advertising regardless of its form, including but not limited to audio, visual, print or electronic advertisements.

Carrier billing: is a payment method where a Service Provider bills the Customer through its invoice for a service provided by a 3rd party vendor.
**CRA:** the Communications Regulatory Authority

**Customer Complaint:** an expression of dissatisfaction made by a Customer and received by a Service Provider or CRA related to:

a. the Service Provider’s provision of products or service to that Customer; or

b. the Service Provider’s compliance with its obligations with respect to the Customer,

which must be addressed by Service Providers through the “Service Provider Customer Complaint Process” as an initial requirement.

**Contract:** express the rights and obligations between a Service Provider and a Customer for the provision of products or services as concluded in compliance with the applicable laws.

**Customer:** as defined in the By-Law.

“**CRA Customer Complaints Process**: the complaints’ handling process between the CRA and Service providers as issued by the Decision of the President of the CRA No. 2 of 2017 and any subsequent amendments or revisions to the same in Annex C.

**Customer Consent:** clear and formal acceptance of the Customer to purchase a product or subscribe to a service. Customer Consent must be:

a. expressed in writing; or

b. collected through the Number of the Customer using a two (2) factor authentication mechanism; or

c. via the Service Provider’s call center by a call from the same service number and provided that the Service Provider conducts all required verifications to ensure the identity of the Customer and the validity of his/her consent.
Service Providers must document and save the Customer Consent in their records.

**Customer Information:** all information that a Service Provider holds, whether in electronic or non-electronic format, relating to Customers and their communications. Customer Information includes Personal Data.

**Cybercrime:** as defined in the Cybercrime Prevention Law.

**Cybercrime Prevention Law:** Law No. 14 of 2014 and subsequent amendments or future enactments

**Data Protection Law:** Law No. 13 of 2016 and subsequent amendments or future enactments.

**Direct Marketing:** as defined in the Data Protection Law.

**Directory Information:** the name and fixed telephone number of a Customer, or a record that the Customer requested that such information shall not be supplied.

**Directory Services:** the provision of Directory Information by a Service Provider, where Customers can have access online to consolidated Directory Information through a dedicated webpage.

**eAccessibility Policy:** Qatar’s eAccessibility Policy issued in September 2011 and any subsequent policies.

**e-Commerce Law:** Decree Law No. 16 of 2010 and any amendments or future enactments.
Electronic Account: a phone number, email address or other form of telecommunication account.

Electronic Communication: as defined in the Data Protection Law.

Mandatory Service: the mandatory services defined under a Service Provider’s License.

Minimum Service Period: the minimum contracted period agreed to by a Customer, after which no fees are payable for the termination of the Contract by the Customer.

Original Range Holder: the Service Provider to which a number or a range of number is originally allocated by the CRA.

Personal Data: as defined in the Data Protection Law.

Premium Rated Service: the provision of content or a service to a Customer which involves, but is not limited to:

a. dialing a telephone number or short code for voice or text messaging for which the charges are higher than standard network charges for voice calls or standard SMS;

b. the receipt of a terminated premium rated SMS by Subscription Service; and/or

c. a charge being applied to a Customer’s account

Premium Rated Service Provider: a party who controls and/or is responsible for the operation, and/or content and/or promotion of a Premium Rated Service.
Product: Equipment or any other physical object supplied, to be supplied or caused to be supplied by a Service Provider.

Publications: any print, audio, visual or broadcasting material in the form of statements, reports, quotations, slogans including social media messages, postings, surveys as well as CRA surveys.

Regulation: this Consumer Protection Regulation.

Retail Tariff Instruction: the Retail Tariff Instruction ("RTI") for Individually Licensed Service Providers, as issued by the Decision of the President of the CRA No. 3 of 2018, and any subsequent amendments or revisions to the same.

Service Provider: as defined in the Telecommunication Law.

Spam: an unsolicited Electronic Communication sent for Direct Marketing purposes without the Customer Consent.

Subscription Service: a Service where the Customer will incur a recurring charge.

Tariff: as defined in the By-Law.

Telecommunications Service: as defined in the By-Law.

Transactional Messages: transactional messages are non-marketing automated messages which are typically issued when a user completes a specified action. Transactional Messages are used to send important details, OTPs, informational messages,
booking or order alerts to registered Customers. They are not intended for marketing.

**Service:** a service provided or billed by a Service Provider.

## 2 Precedence of Legal Instruments

2.1 None of the provisions in this Regulation shall be construed or deemed to excuse, disqualify, or modify Customers’ or Service Providers’ obligations to comply with any other laws of the State, municipalities or other Government entities or any obligations and legal requirements under the Telecommunications Law, the By-Law, and the Emiri Decision.

2.2 A finding of a breach of the Regulation does not preclude the CRA from finding that the same acts or omissions also constitute a breach of another applicable law or regulatory instrument or license condition and so taking enforcement action pursuant to that provision, in addition to acting on account of the breach of the Regulation.

## 3 Scope and Application

3.1 The Regulation sets out the procedures and requirements that apply pursuant to the Telecommunications Law in relation to the protection of the rights and interests of Customers.

3.2 The Regulation covers a set of obligations that are binding on Service Providers.

## 4 Legal Basis

4.1 The Telecommunications Law
4.1.1 Articles 4 and 6 empower the CRA to, among other things, safeguard the interests of Customers, to issue regulations, decisions, orders, rules, instructions and notices that are transparent and non-discriminatory with respect to service providers and other market participants.

4.1.2 Article 50 enables the CRA to set a Customer protection policy.

4.1.3 Article 51, among other things, requires Service Providers to adopt fair dealing practices with Customers by providing sufficient information to them before they incur any commercial obligations. The information to be provided includes terms of service, other terms and conditions and all tariffs, rates and costs applicable.

4.1.4 Article 52 requires Service Providers to have due regard to the privacy rights of Customers by protecting their information. Service Providers are not allowed to collect, use, retain or advertise any Customer Information without the Customer’s consent unless otherwise permitted by law.

4.2 The Telecommunications By-Law (TBL)

4.2.1 Article 86 compels Service Providers to comply with the terms and conditions contained in their licenses in addition to the regulations, rules, decrees and notifications issued by the Communications Regulatory Authority.

4.2.2 Article 87 requires Service Providers to act in accordance with Customers’ directions and requirements in providing a Service; it also sets criteria for billing and invoicing of services.
4.2.3 Article 88 states that Service Providers are required to maintain accurate Customers’ records and make them available to the CRA.

4.2.4 Article 89 enable the CRA to prescribe specific measures related to billing.

4.2.5 Article 90 prohibits false or misleading claims or suggestions regarding the availability, price, or quality of Products or Services. A claim or suggestion is false or misleading if the Service Provider knew or ought to have known that it was misleading or false or was likely to mislead or be false.

4.2.6 Article 91 requests Service Providers to respect Customers’ confidentiality, and not to intercept, monitor or alter in any Communications.

4.2.7 Article 92 requires Service Providers to tell Customers the purpose of collecting Customer Information at or before collection. Furthermore, the Service Provider is legally responsible for the security and safety of the Customer Information it collects. A Service Provider must not disclose the Customer Information or use it for another purpose without the Customer’s Consent, except where disclosure is required or permitted in accordance with the laws of the State.

4.2.8 Article 93 grants authorized governmental authorities the right to access Customers’ Confidential Information in accordance with applicable laws.

4.2.3 تتطلب المادة 88 من مقدمي الخدمات الاحتفاظ بسجلات صحية ودقيقة للعملاء وتقديم تلك السجلات إلى “هيئة تنظيم الاتصالات” عند طلبه.

4.2.4 يجوز لـ “هيئة تنظيم الاتصالات” بموجب أحكام المادة رقم 89 وضع الإجراءات ذات الصلة بمارسات أنظمة إصدار الفواتير.

4.2.5 تحظر أحكام المادة رقم 90 تقديم المطالبات أو الاقتراحات الزائفة أو المضللة فيما يتعلق بمدي توافر أو أسعار أو جودة منتجات أو خدمات الاتصالات، أو أسعار أو جودة منتجات أو خدمات الاتصالات الخاصة بمقدمي الخدمة الآخرين. وتعتبر أن المطالبات أو الاقتراحات زائفة أو مضللة في حال كان مقدم الخدمة على علم أو كان يجب عليه أن يكون على علم بأنها مضللة أو زائفة أو أنها من المحتمل أن تكون كذلك.

4.2.6 تنص أحكام المادة رقم 91 على وجوب الحفاظ على سرية بيانات العملاء والتي يجب مراقبتها من جانب مقدمي الخدمات، الذين يعتين عليهم لا يعرضوها أو يتبعوها أو يبدؤوا عليها في أي من المراسلات التي يجريها العملاء.

4.2.7 تقض المادة رقم 92 على مقدم الخدمة تحديد الأسباب التي يستند إليها للحصول على أو جمع معلومات عن العمل، وذلك عند أو قبل جمع تلك المعلومات. كما يكون مقدم الخدمة مسؤولاً قانوناً عن أمن وسلامة المعلومات التي في حيازته. كما لا يجوز لقدم الخدمة إنشاء معلومات عن أي شخص أو استخدامها لغاية أخرى دون موافقة العميل، ما لم يكن الإضلاع عنها مطلوبة أو مسموحاً به وفقاً للقوانين واللوائح التنظيمية المعمول بها في الدولة.

4.2.8 تنص المادة رقم 93 على منح السلطات الحكومية المعولة حق الوصول إلى المعلومات سرية لعملاء وفقاً للقوانين المعمول بها.
4.2.9 Article 96 enables the CRA to require Service Providers to submit for approval their terms of service and any changes to such terms prior to application. Unilateral changes to the terms of service are not permitted other than where the Customer has received prior notification in writing of the proposed changes to the approved terms of service.

4.2.10 Article 97 sets out detailed requirements for Service Providers to publish information on their websites.

4.2.11 Article 98 further requires Service Providers to have paper copies of the requested information available free of charge to Customers at their business offices and for public inspection.

4.2.12 Article 101 to 103 enable the CRA to set requirements for Quality of Service (QoS) standards. For the sake of clarity, the matter is addressed in a dedicated regulation.

4.2.13 Article 104 sets out the Service Providers’ rights and obligations to access a Customer’s premises in order to install, operate and maintain Telecommunications Services.

4.2.14 Article 105 entitles the CRA to issue orders in relation to the Service Provider’s liability, Customer refunds and any damages.
associated with the provision of Telecommunications Services.

4.3 Emiri Decision

4.3.1 Article 16 authorizes the CRA to develop and assess policies and regulations related to Customer protection.

4.3.2 This mandate includes systems for complaints management and resolution of consumer complaints.

4.3.3 These provisions further extend to the arena of advertising and quality of service, compelling the CRA to exercise its powers in monitoring and ensuring compliance.

4.4 License Terms and Conditions

4.4.1 Clause 14 of the Licenses sets out obligations which the Service Providers must comply with, which includes all decisions and regulations governing Customer protection.

5 Communications with the Customers

5.1 Information Transparency

5.1.1 Terms and Conditions ("T&Cs") shall be submitted to the CRA for approval as per the requirements set out in Annex B.

5.1.2 Service Providers shall provide to Customers:

5.1.2.1 Full details of the applicable T&Cs and Tariffs of the Service before any commitment from the Customer;

5.1.2.2 A full copy in a digital mean of the signed Contract, including the applicable T&Cs.
(General T&Cs, and Specific T&Cs) and Tariffs of the Service and, upon request of the Customer, a hard copy; and

5.1.2.3 A user-friendly access to an online archive of the Contract with the applicable T&Cs and Tariffs of the Service. In any case, the Customer may request at any time an attested copy of the Contract.

5.1.2.4 A clear and comprehensible explanation on internet speeds:

a. For fixed internet access, contracts should include information on the following download and upload speeds of the internet access service (minimum speed; normally available speed; maximum speed; and advertised speed).

b. For mobile internet access, contracts should include information on the following download and upload speeds (estimated maximum speed; and advertised speed).

5.1.2.5 Indication on how significant deviations from the respective advertised download and upload speeds may impact the exercise of the end--users’ rights" to internet access; and

5.1.2.6 A clear and comprehensible explanation of the remedies available to Customers if there is a continuous or regularly recurring discrepancy between the performance of the Service and the information set out in the Contract.
5.1.3 Service Providers shall include a dedicated icon/space on their website which relates to services and products for people with disabilities.

5.1.4 The Customer's credit limit shall be: clearly mentioned in the Contract.

5.1.5 Before the Customer purchases or subscribes to a Service and incurs any commercial obligation to the Service Provider, Service Providers shall, at the point of sale:

a. Agree with the Customer, free of charge, a credit limit,

b. Explain to the Customer how the credit limit will apply (information when the credit limit is reached, restricted services once the limit is reached, etc.).

c. Provide to the Customer a copy of the Customer agreement and of the information provided, an enable the Customer to access the same information on his/her online account.

d. Customers must be provided the option to temporarily increase their credit limit, free of charge, subject to agreeing the matter with the Service Provider. A Service Provider must request the Customer’s Consent when modifying the credit limit.

5.1.6 Be clearly displayed on top of each bill issued, and

5.1.7 Apply to all services invoiced by the Service Provider, without exception, including roaming services and third-party services.
5.1.8 Service Providers shall publish the following information, with a user-friendly navigation system that can be accessed by Customers, on their websites:

5.1.8.1 Applicable T&Cs and the associated Tariff information;

5.1.8.2 CRA’s contact information

5.1.8.3 A message informing Customers that the Service Provider is regulated by law and that a Customer (and other Service Providers) may take unresolved disputes to the CRA for resolution;

5.1.8.4 The Customer Complaint Process of the Service Provider; and

5.1.8.5 A specimen of an itemized bill explaining what each of the items indicates and detailing the units used for billing.

5.1.9 Service Providers are required to:

5.2.2.1 Prior to the registration and activation of a service conduct an adequate verification process to avoid illegal activations and:

a. Collect the information required to identify the Customer.

b. Verify that the information is accurate, checking the relevant documents such as Qatar ID, passport, signature etc.
5.1.9.2 Immediately after the completion of the registration:

a. send an SMS notification to the Customer’s primary contact number and all other numbers registered under that Customers’ Qatar ID and inform the Customer’s primary contact via other relevant channels about the activation of a new and/or additional service with its T&Cs and selected credit limit.

5.1.10 Service Providers must implement an adequate verification process, which is to be filed and approved by the CRA and comply with any regulatory instrument issued by the CRA, for SIM card replacement and for the transfer of a service number from one Customer to another.

5.1.11 Service Providers must keep the record of all such transactions in their system.

5.1.12 The CRA may require a Service Provider, to provide in a prescribed format, medium and/or location the information described above.

5.1.13 Service Providers shall not make false or misleading claims or suggestions regarding the availability, price or quality of Products or Services, whether their own or those of third parties.

5.2 Annual Customer Information Summary (“ACIS”)

5.2.1 Service Providers must provide to every post-paid Customer an information summary on a yearly basis.
5.2.2 The ACIS must contain the following key information:

5.2.2.1 Details of the Customer;

5.2.2.2 Products purchased or service plan subscribed

5.2.2.3 Applicable credit limit;

5.2.2.4 Fee or charging structure of the service plan;

5.2.2.5 Specific limitations or exclusions of the service plan;

5.2.2.6 Minimum contract period and expiry date;

5.2.2.7 Charges, including charges for international and roaming services, with detailed billing units;

5.2.2.8 Process and toll-free number for Complaints

5.2.2.9 CRA details for Complaints.

5.2.3 The ACIS shall be attached to the bill for the month in which the ACIS is to be sent to the Customer.

5.3 Fair Conduct

5.3.1 Service Providers must:

5.3.1.1 charge a Customer for a service only if:
a. the Customer has consented to using that service, and

b. the service has been successfully delivered to the Customer.

5.3.1.2 Not do anything that may directly or indirectly cause Customers to be misled as to the nature of the service, including the content that will be provided.

5.3.1.3 Ensure that Subscription Services:

a. Are of acceptable quality

b. Comply with public morals, public decency, cultural norms and customs in the State, and

b. Do not create unjustified or excessive charges for the Customer.

5.3.1.4 Ensure that Subscription Service messages are sent in the Customer’s preferred language as inferred from the Customer’s interaction.

5.3.2 Service Providers shall not impose any charge on Customers to unsubscribe from a Subscription Service.

5.3.3 Upon receipt of an “unsubscribe” message, the Service Provider shall send a free information message to the Customer acknowledging receipt of the “unsubscribe” message and that it has been acted on.

5.3.4 A Service Provider shall promptly refund a Customer any charge incurred after a request to unsubscribe was made by the Customer. When the Subscription Service is billed at
regular intervals (for example, a weekly charge), the Service Provider shall refund the period in that billing cycle.

5.3.5 Messages delivered as part of a Subscription Service shall clearly state: (a) the short code for the Subscription Service, (b) details of the Premium Rated Service Provider's helpline, and (c) the possibility to “STOP” or opt-out.

5.3.6 Prior to a Customer being charged for a Subscription Service, the Customer shall be sent a free initial message (in the same language used to provide the Premium Rated Service) containing the following information:

5.3.6.1 The name of the Subscription Service;

5.3.6.2 The name of the Service Provider of the Subscription Service;

5.3.6.3 Confirmation that the Customer has been signed up to a subscription-based service;

5.3.6.4 The charges for the Subscription Service and how they can arise (e.g. per message charge, per day charge); and

5.3.6.5 Clear instructions on how the Customer can stop the Subscription Service, including by replying with the words ‘STOP’ or ‘قف’, with the instruction not being case sensitive.

5.3.7 No Customer shall receive a Subscription Service or be charged for a Subscription Service unless they have explicitly opted-in by providing the Customer consent to receive that Subscription Service.
5.3.8 Every time a Customer has spent a Customer-determined increment amount on a Subscription Service, a message notifying the Customer of such spend shall be sent to the Customer free of charge.

5.4 Advertising, Marketing and Branding

5.4.1 General Requirements

5.4.1.1 Advertisements shall be fair, truthful and accurate, and shall not, by act or omission, directly or by implication, mislead or confuse the Customer, nor make false or misleading claims or suggestions regarding the availability, price, or quality, whether they be the Products or services of the Service Provider or of a third party.

5.4.1.2 Advertising shall comply with all applicable laws and regulations and shall not incite anyone to break the law, nor shall it condone or encourage unsafe practices, reckless behavior, or conduct that may be immoral or offends public decency, cultural norms and customs in the State.

5.4.1.3 Service Providers shall always:

a. be fair, honest and truthful in their dealings with Customers;

b. be able to substantiate with supporting evidence claims made in Advertisements or through their direct or implied conduct in dealings with Customers;
c. ensure that Advertisements are factually correct and culturally sensitive, and prepared with a sense of responsibility towards Customers;

d. clearly disclose to Customers the T&Cs and all the necessary information about the Product or service, enabling Customers to make informed choices before they buy, including instructions on usage;

e. not take advantage of a Customer’s lack of experience or knowledge about the Products or the services;

f. trade fairly, ensuring that Customers understand any documentation or T&Cs before entering into any arrangement for the purchase of Products or services; and

g. not, directly or by implication, claim that Customers are subject to T&Cs or Tariffs other than those legally in force at the time of the Advertisement.

5.4.1.4 Service Providers responding to a Customer request arising from an Advertisement shall provide the Customer, in a simple format and without delay, with information on the Products or services that is complete, accurate, true, and up to date.

5.4.1.5 Where, in order to use a Product or service, a Customer must also purchase other Products or services, the Advertisement shall clearly state this requirement.
5.4.1.6 Service Providers which offer and/or sell Products or services through third parties and channels such as distributors, dealers, agents or other retail outlets in the State shall be responsible for the breaches of the Applicable Regulatory Framework that such third parties may commit.

5.4.1.7 Service Providers using third parties shall ensure that they provide the third parties with the necessary information and support to enable them to comply with this Regulation.

5.4.1.8 Service Providers providing Premium Rated Services shall ensure that:

a. When Premium Rate Services are searched for by the Customer and appear, the communication to the Customer must contain an alert message mentioning that a higher charge will apply to the Premium Rate Service.

b. Call/messaging charges (inclusive of all taxes) are clearly stated before the purchase and the use of the service;

c. Tariffs are noted in the form of numerical price per minute for time-based Telecommunications Services or the relevant charge unit and indicate the total maximum cost to the Customer;

d. Written and textual pricing information shall be legible, prominent, and presented clearly to Customers;
e. Verbal pricing information shall be easily audible, discernible and easily understood and the Tariff shall be stated with the same voice, the same tonality and in a way that is clear to the average listener;

f. in the case of Advertisements transmitted on television or other audio-visual format, the pricing information shall be spoken as well as visually displayed; and

g. Advertisements for Premium Rated Services shall specify all charges and conditions whenever a Premium Rated Service SMS code is displayed or sent to Customers.

5.4.1.9 If a Service Provider has grounds to suspect that an advertising activity concerning a Product or a service from a third party to a Customer was not in compliance with this Regulation or other applicable laws and regulations, it shall, before activating such service or selling the Product, contact the Customer to ensure that the Customer:

a. has all necessary and accurate information about the Product or the service;

b. can make an informed decision about the Product or service; and

c. if that is not the case, the Customer shall have the option to cancel the purchase of the Product or service without any penalty.
5.4.2 Content of Advertisements

5.4.2.1 Service Providers shall ensure that all Advertising Material:

a. clearly displays their brand, logo or trademark or name in a way that accurately communicates the party that is legally offering the Products or services;

b. maintains uniformity in the brand, name and logo used for each Product or service, ensuring that the same brand, name and logo shall be used across all Advertising Materials when advertising or branding the same Product or service, in order to avoid causing confusion to Customers; and

c. do not mislead Customers as to who is legally responsible for providing the Products or services advertised and that the party legally responsible for the Products or services is clearly identifiable.

5.4.2.2 Service Providers shall ensure that all Advertisements Material are compliant with this Regulation and applicable laws and regulations, including the following:

a. the context, nature and form of the Advertisement;

b. the characteristics of the Advertising Material used and any corresponding impact on the nature and content of the Advertisement;
c. the perspective of the average Customer to which the Advertisement is primarily addressed and the impression that it is likely to have on such average Customer; and

d. provide a brief description, using easily readable, simple and legible words, of the Product or service, the applicable terms and conditions and from where the Customers can find that terms and conditions (such as the reference to website), the charges, the nature and extent of the special offer, discounts or packages available, limitation of service, and where appropriate provide the Customer with the full information or direct and easy means to access to such information.

5.4.2.3 Advertisements must not contain anything that:

a. is likely to result in harm to children or young persons;

b. exploit the Customer's lack of experience or sense of loyalty; or

c. includes anything that is immoral or offends public decency and is contrary to the cultural norms and customs within the State.

d. Service Providers providing Premium Rated Services shall include in the advertising a non-premium cost method for Customers to contact the party legally responsible for providing the Premium Rated Service in order to resolve disputes, terminate the provision of the Premium Rated Service
and/or request the removal of their details from any relevant contact lists.

5.4.2.4 Advertising Material for a Subscription Service must:

a. clearly indicate that the service is subscription-based, in a form which shall be prominent and plainly visible and/or audible (where relevant) to Customers;

b. make the T&Cs (including costs and opt-out information) clearly visible and/or audible; and

c. state that the service can be stopped at any time by replying with the words 'STOP' or قف, with the instruction not being case sensitive.

5.4.3 Additional Requirements for Advertising based on External Publications

5.4.3.1 Any research results, survey, statistics, award, certificate or other external publication or quotations ("Publication") used in Advertisements shall be based on proven facts resulting from direct and unbiased scientific evidence emanating from sources of good repute and shall quote the source of the study. Service Providers shall ensure that any research results, statistics and/or quotations used are not biased, misleading or inaccurate, and related statements shall be direct quotes from the Publication using the exact wording, without addition, interpretation or sensationalizing the text. In any event Service Providers shall comply with all the requirements set
below in relation to relying on publications, reports, media releases and similar material.

5.4.3.2 When referring to or relying on a Publication and/or when using the name of the CRA, Service Providers must:

a. Notify the CRA in advance of the intention to use the Publication and/or the name of the CRA, seeking expressly the specific approval of the CRA in writing prior to the Advertising campaign by providing:

b. information sufficient to enable the CRA to assess the legitimacy and accuracy of the Publication;

c. a context within which the Publication’s findings or the name of the CRA will be used;

d. a full copy of the Publication with the study methodology and results;

e. the exact wording the Service Provider will use. Such use shall always be subject to specific permission granted by the CRA; and

f. indicate clearly in the Advertisement, statement or publication the context, scope, extent, and date or period of the Publication.

5.4.3.3 The above provisions shall apply also in the case of media releases, marketing campaigns as well as social media posts.
5.4.4 Additional Requirements for Comparative Advertising

5.4.4.1 Service Providers shall compete fairly and shall distinguish their Product and service offerings by highlighting real benefits, innovations, and genuine distinguishing factors without discrediting, denigrating or unfairly criticizing competitors or their Products or services in any manner.

5.4.4.2 Advertisements containing comparisons with other Service Providers’ Products or services are permissible, provided that:

a. comparisons shall not create an unfair advantage for the advertiser nor mislead the Customer;

b. such Advertisements shall not provide judgments or opinions about other Service Providers or their Products or services unless those assertions are objective, fair and based on proven facts; and

c. comparisons shall be fair, accurate and address either comparable offers or comparable Products or Services (like for like).

5.4.5 Additional Requirements for Joint Advertising

5.4.5.1 Where an Advertisement relates to Products or services from several parties, or to Products or services in connection with any other Product or service, whether as being bundled or not, Service Providers shall ensure that:

- When an Advertisement relates to Products or services from several parties, or to Products or services in connection with any other Product or service, whether as being bundled or not, Service Providers shall ensure that:
  - They do not create unfair advantage for the advertiser or mislead the Customer.
  - They do not provide judgments or opinions about other Service Providers or their Products or services unless those assertions are objective, fair and based on proven facts; and
  - They are fair, accurate and address either comparable offers or comparable Products or Services (like for like).
5.4.6 Packaged or Bundled Products and/or Services

5.4.6.1 Where two or more products or services, are advertised to Customers as a joint offer or are bundled or packaged together, Service Providers shall ensure:

a. that they inform Customers about each Product or Service; and

b. that they provide a full description of each Product or Service, along with the price of each if purchased separately, and inform the Customer that it is possible to buy individual elements of the Product or Service bundle separately.

5.4.6.2 Where one or more of the Products or Services is to be supplied by a party other than the advertiser, then the Advertisement shall clearly state who shall supply the other Product or Service and who shall be legally responsible to the Customer for each Product or Service to be supplied.
5.4.6.3 Where the Advertisement claims that a Customer can save money buying a bundle of Products and/or Services, the advertiser must be able to substantiate such claim and inform the Customer of the level of savings and any conditions that may apply in order for the Customer to qualify for such savings. Such explanation must be provided in the Advertisement and prior to the Customer entering into a Contract for the bundled Products and/or Services, and the T&Cs shall be communicated to the CRA.

5.4.7 Pricing and Savings Information

5.4.7.1 An Advertisement shall clearly state the cost of the Product or Service to the Customer.

5.4.7.2 No Advertisement shall claim that a Product or Service is on special offer, available free of charge, or available on any other preferential terms and conditions, unless such claim is true and based on proven facts.

5.4.7.3 The Advertisement shall clearly state where a Customer needs to satisfy any conditions before qualifying for a discount for any Products or Services. Where full details cannot reasonably be accommodated in the Advertisement, whether because of the nature of the Advertising Materials used, or because of different options available, the Advertisement shall at a minimum state that the discount is subject to terms or conditions, or words to a similar effect, in a clear and legible format.
5.4.8 Expressions, Statements, and References in Advertisements

5.4.8.1 Service Providers shall comply with the following regarding expressions that may be used in Advertisements, such as:

a. The expression "free", shall mean free and without charge payable for the service or product. Products or Services shall not be described as being "free" where there is any direct or indirect cost to the Customer in obtaining the Product or Service. In the case of bundling, where a claim is made that if one Product or Service is purchased, another will be provided 'free of charge', the offer should clearly state what component of the offer is free, such as (without limitation) the registration fee, connection charge, monthly subscription, or usage charges;

b. The expression "unlimited" shall only be used where the Product or Service is provided without any limitation save for inherent and asserted technical limitations which shall be described clearly to the Customer. It may also be used if the Product or Service is subject to a "Fair Usage Policy" ("FUP"), provided that the FUP is fair and reasonable and the Service Provider complies with clause 7536698.7077985.4.9 "Availability, exclusions and disclaimers";

c. claims regarding network speeds must be based on the actual experience of users and therefore advertisers must be able to demonstrate that the speeds

5.4.8.2 The expression "free" shall mean free and without charge payable for the service or product. Products or Services shall not be described as being "free" where there is any direct or indirect cost to the Customer in obtaining the Product or Service. In the case of bundling, where a claim is made that if one Product or Service is purchased, another will be provided 'free of charge', the offer should clearly state what component of the offer is free, such as (without limitation) the registration fee, connection charge, monthly subscription, or usage charges;

b. The expression "unlimited" shall only be used where the Product or Service is provided without any limitation save for inherent and asserted technical limitations which shall be described clearly to the Customer. It may also be used if the Product or Service is subject to a "Fair Usage Policy" ("FUP"), provided that the FUP is fair and reasonable and the Service Provider complies with clause 7536698.7077985.4.9 "Availability, exclusions and disclaimers";

c. claims regarding network speeds must be based on the actual experience of users and therefore advertisers must be able to demonstrate that the speeds
claimed in their Advertisements can be achieved by a large proportion of the Service Provider’s Customer base, even during peak hours; and

d. the expression “for life” shall be properly qualified when used in an Advertisement so that it is clear whether it means the natural life of the Customer or the duration of a Contract (which may be open ended), or the life of the Product or the Service itself, and what that means.

5.4.9 Availability, Exclusions and Disclaimers

5.4.9.1 A Limitation of products or service shall be clear, limited in scope and time, and shall not prevent the Customers from benefitting from the full characteristics of the products or service;

5.4.9.2 Limitations of service imposed through policies such as FUP shall be defined per category of Service or Product (e.g. prepaid services; postpaid services) for monthly, weekly and daily packs and shall not differ from one Product or Service to the other within the same category (one FUP for all). A FUP cannot be used in differentiation between packages. A FUP must set out clearly and precisely all limitations and thresholds that apply to the usage of the Product or Service. Customers must have easy access to service limits at all times and for all available channels, which include the website, mobile applications, and SMS text messages to service providers.
5.4.9.3 The Customer shall be notified prior to the implementation of the FUP.

5.4.9.4 The FUP must be reasonable and shall not prevent the use of the Service. Any throttling or other limitation shall enable the Customer to use the Service.

5.4.9.5 Service Provider should provide strong justifications to the CRA in case Customer concerns are raised about unreasonable FUP limits or limitations. Limitation of service shall always be easily accessible by the Customers on all available channels, which include the website, Mobile App, and SMS of Service Providers;

5.4.9.6 Service Providers shall clearly state in Advertisements whether there is any limitation (whether geographical, technical, volumetric, in terms of Customer groups or otherwise, etc.) to obtaining or using a Product or Service.

5.4.9.7 Where a Product or Service is only available for a specific time period, the Advertisement shall clearly state the relevant period.

5.4.9.8 Where an Advertisement relates to Products or Services for which there are limited stocks or supply, the amount of stock or supply shall be indicated in the Advertisement and able to accommodate a reasonable amount of requests form Customers.

5.4.9.9 Should the Product or Service have any exclusion or disclaimer that applies, the
Service Provider shall clearly state this in the Advertisement.

5.4.9.10 Where the details of the exclusion or disclaimer cannot reasonably be included in the Advertisement, a reference should be made to the offer being subject to exclusions, or words of similar effect, shall be included in the Advertisement in a clear and legible format.

5.4.9.11 An advertiser shall not use a disclaimer or exclusion to negate, contradict, materially qualify, or otherwise alter the basics of any claim made or implied in the Advertisement.

5.4.9.12 All disclaimers, footnotes, statement words, or symbols qualifying or excluding Products or Services, stating T&Cs and/or exclusions in an Advertisement must be:

a. In an easily readable format and font and in a color that contrasts with the background, such that it allows the text to be clearly legible.

b. Clearly visible to a normally sighted person reading the marketing communication once, from a reasonable distance and at a reasonable speed.

c. Not be designed in a way such that the text keeps fading in and out of vision.

5.4.9.13 If the claim is presented as "voice over" ("VO"), then the disclaimer should be
displayed in sync with the VO, audibly apparent, and understandable.

5.5 Direct Marketing

5.5.1 General Considerations

5.5.1.1 Direct Marketing messages or communications shall clearly identify its sender and its purpose, and not contain fraudulent or deceptive subject headers nor content that is prohibited or contravenes with the anti-cybercrime law or any law of the State.

5.5.1.2 Direct Marketing messages or communications shall not be sent without the Customer Consent.

5.5.1.3 Customer Consent is given only for a specific Direct Marketing purpose which was clearly identified when the approval was given.

5.5.1.4 Customer Consent for a given Direct Marketing purpose shall be considered void six (6) months after the last purchase from the Customer of the related Product or Service.

5.5.1.5 Direct Marketing messages or communications shall be sent between the hours of 09:00/9:00am and 21:00/9:00pm.

5.5.1.6 A party who seeks a Customer’s Consent must:

a. Maintain records to demonstrate adherence to this Regulation;
b. Clearly identify the actual advertiser offering the product or service;

b. تحديد الجهة المعلنة الفعلية التي تعرض المنتجات أو الخدمات بوضوح.

c. Provide a number for the service so that a return call can be made to the advertiser even if it is a call center conducting the marketing campaign.

c. توفير رقم للخدمة بحيث يمكن معاداة الاتصال بالجهة المعلنة حتى وإن كانت عبارة عن مركز اتصال يتناول مهام التسويق.

d. Clearly identify the precise Direct Marketing purpose or purposes for which the Customer Consent is being sought, the nature of the Personal Data required, the nature of the processing that will occur in relation to that Personal Data and, where applicable, provide information enabling the party to be identified without doubt, including notifying of the party's role as an agent for an organization; and

d. عند طلب موافقة العميل، يرجى تحديد الغرض أو الأغراض من التسويق المباشر والتي من أجلها يتم السعي للحصول على موافقة العميل بوضوح، وكذلك طبيعة البيانات الشخصية المطلوبة، وطبيعة المعالجة التي ستجرى فيما يتعلق بالبيانات الشخصية هذه، بالإضافة إلى توفير المعلومات التي تتيح تحديد هؤلاء الأطراف بما في ذلك الإبلاغ بدورهم ومهامهم باعتبارهم وكيل لمؤسسة ما متى تطلب الأمر ذلك.

e. ensure that the processes used to obtain the Customer Consent are clear and transparent and that records are kept with the nature and extent of consent obtained and the Personal Data involved, including how and when the Customer Consent was obtained.

e. التأكد من أن تكون العملية المستخدمة للحصول على موافقة واضحة وشفافة، وأن يتم حفظ السجلات وفق طبيعة وحدود الموافقة التي تم الحصول عليها والبيانات الشخصية المعنية، بما في ذلك كيفية وتاريخ الحصول على موافقة العميل.

5.5.1.7 Direct Marketing messages and communications must bear a direct relationship to both:

5.5.1.7 يتوجب وجود علاقة مباشرة فيما بين رسائل واتصالات التسويق المباشر و:

a. The purpose for which the Customer Consent was given; and

ب. الغرض الذي تم من أجله منح موافقة العميل؛ و

b. The party to whom the Customer Consent was given.

ب. الطرف الذي منحت له موافقة العميل.

5.5.1.8 The Service Provider is responsible to differentiate between messages considered as direct marketing and messages in relation to government or

5.5.1.8 يكون مقدم الخدمة مسؤول عن التمييز بين الرسائل التي تصنف كتسويق مباشر وذلك الرسائل المتعلقة بالخدمات الحكومية أو الخاصة أو رسائل المعاملات.
private services or Transactional Messages.

5.5.1.9 The restriction related to direct marketing messages do not apply to Transactional Messages.

5.5.1.10 Customer Consent is not transferable from one party to another.

5.5.2 Withdrawal of Customer Consent

5.5.2.1 Service Providers must ensure the Customer Consent has been granted as per the requirement of this Regulation and put into place the required controls.

5.5.2.2 Service Providers must enable Customers to block at any time one, several or all Direct Marketing for their service numbers by replying with either the word 'STOP' or قف, with the instruction not being case sensitive. and or unified electronic / digital channel.

5.5.2.3 Blocking must be free of charge.

5.5.2.4 Customers should receive a confirmation notification after sending a request to block Direct Marketing.

5.5.2.5 Service Providers shall ensure that any party to which they supply numbers or codes used to provide Direct Marketing (including subsidiaries and other parts of its own business) is aware, and contractually bound, to comply with this Regulation.

5.5.3 Service Provider Anti-Spam/ Cybercrime/ Fraud Activities Obligations

الالتزامات مقدم الخدمة لمكنافة الرسائل غير المرغوب فيها / الجرائم الإلكترونية / الاحتيال
5.5.3.1 Service Providers shall take all technical steps and business measures required to ensure that their Services are not used for the transmission of Spam, fraud and/or for Cybercrime activity.

5.5.3.2 Service Providers must implement legal procedure to address fraud activities which are using their Telecommunications services or their distribution network.

5.5.3.3 Service Providers must have reasonable policies and procedure designed to detect, prevent and mitigate the risk of identity theft or any other cybercrime activity.

5.5.3.4 Service Providers shall provide a free of charge, easy to use Service that enables Customers to reject or block Spam.

5.5.3.5 Service Providers shall also ensure that Customers are not charged for the delivery of Spam sent by SMS or MMS while roaming outside the State.

5.6 Fundraising

5.6.1 Service Providers intending to raise funds for charitable organizations or non-profit entities, provided that they have obtained the required approvals from the competent authorities, shall ensure that the Advertising Material states the following:

a. The identity of the entity collecting the funds;
b. where practical, the identity of the beneficiaries;

c. the total cost of the call / SMS/ MMS to the Customer, the amount collected by the Service Provider, and the amount received by the beneficiary; and

d. any conditions, restrictions or limitations that are attached to the contribution from the Customer being made to the beneficiary.

5.7 Competitions

5.7.1 Contests and competitions must receive the prior approval of the relevant government authorities.

5.7.2 Service Providers shall provide Customers with all information that is likely to affect a Customer's decision to participate in the competition and shall include, where applicable:

a. Whether any money is to be paid to participate in the competition or entry into the competition, by stating the precise amount of money to be paid.

b. details of who organizes the competition, how the competition operates, how winners are selected and an indication of how any tiebreakers would be managed;

c. the T&Cs of the competition, including any restriction on the number of entries or prizes to be won, in total and per individual, in a format easily accessible to the Customer before entering the competition;

d. an accurate and clear description of prizes, including the number of prizes to be won and their retail price;
e. the closing date, indicating any specific time of entry closure;

f. any eligibility restrictions; and

g. the details of any approvals from relevant governmental authorities that are required and/or have been obtained.

5.8 Obligations related to Branding and Domain Names

5.8.1 Without prejudice to any other applicable law or regulation, Service Providers shall ensure that any branding, logo, depiction or other visual image or words used in an Advertisement are not:

a. contrary to public policy or principles of morality;

b. deceptive;

c. prohibited from use in the State by any law or regulation or otherwise;

d. used in bad faith;

e. likely to cause confusion with other brands, logos, trademarks for Customers; or

f. used in a manner that would take unfair advantage of, or be detrimental to, the character or repute of an existing trademark, brand, logo or visual image.

6 Contracts with Customers

6.1 Customers’ Right to be Connected
6.1 Customers shall have the right to subscribe to the fixed and mobile Telecommunications Services of the Service Provider of their choice (the “Right to be Connected”).

6.1.1 Customers shall have the right to subscribe to the fixed and mobile Telecommunications Services of the Service Provider of their choice (the “Right to be Connected”).

6.1.2 The Right to be Connected shall include as a minimum voice, message, and broadband services enabling an efficient access to the digital services accessible through the government and the education platforms, and any digital service declared of public interest.

6.1.3 Customers shall be able to exercise the Right to be Connected irrespective of their financial scoring and/or blacklisting. In case their financial scoring is too low and/or of blacklisting, the Customer shall be able to access prepaid Services.

6.1.4 Customers shall be able to exercise the Right to be Connected irrespective of their location in the State.

6.1.5 Customers shall be able to exercise the Right to be Connected without restriction and/or discrimination from either a building owner or a Service Provider.

6.2 Terms and Conditions

6.2.1 Terms and Conditions (T&Cs) for Services subscribed, or Products purchased by a Customer shall be clear, legible and list all the rights and obligations of the Customer in Arabic and English languages, and in two additional languages widely spoken in the State. The minimum size must be font 10.

6.2.2 Service Providers shall always make clear to Customers that (i) any material changes to T&Cs are permitted only if approved by the CRA and where Customers are notified of such a
material change in advance; and (ii) any material changes to T&Cs shall entitle Customers to terminate their Contract without penalty. Service providers must provide this information before the Customer enters into a Contract.

6.2.3 The Customer shall receive a copy of the Contract signed with the Service Provider in electronic format, or in paper format if the Customer expressly requests the same. Likewise, a Service Provider shall provide a copy of the Contract and applicable T&Cs upon request of the Customer throughout the life of the Contract. If requested, such copies shall be attested.

6.2.4 Contracts shall comply at all times with the requirements of the Applicable Regulatory Framework.

6.2.5 Service Providers shall provide Qatar Credit Bureau with the Customers’ information required to establish a shared financial scoring for Customers.

6.2.6 The Service Provider shall set in writing and publish on their website:

6.2.6.1 The criteria to evaluate the financial scoring for Customers;

6.2.6.2 The implications of low financial scoring, and/or blacklisting;

6.2.6.3 The criteria for restricting Customers’ access to Services.

6.2.6.4 The mechanism and tools to improve their financial scoring or to be de-listed from any "blacklist".

6.2.7 The Customer shall receive a copy of the Contract signed with the Service Provider in electronic format, or in paper format if the Customer expressly requests the same. Likewise, a Service Provider shall provide a copy of the Contract and applicable T&Cs upon request of the Customer throughout the life of the Contract. If requested, such copies shall be attested.
6.2.7 Customers shall be able to access their financial scoring and shall be notified before implementation that they have been “blacklisted” or have a restricted access to Services.

6.2.8 The quality of Service Providers’ Services shall comply at all times with the provisions of the Quality of Service Regulations issued by the Telecommunications Regulatory Authority.

6.2.9 Service Providers shall take all necessary measures to ensure that:

6.2.9.1 A Customer utilizing a Telecommunications Services can call any active telephone number (or short code or free phone), whether assigned or hosted by a Service Provider or not; and

6.2.9.2 Any active telephone number (or short-code or free phone) whether assigned or hosted by a Service Provider or not can be called by any end-user, whether that end-user is their Customer or not.

6.3 Statements regarding Customer Obligations

6.3.1 Advertisements shall state any obligations that the Customer may have in buying the advertised Products or Services. This may include any Minimum Service Period along with special terms, and any repercussions that arise from Customers breaching these provisions, such as early termination charges.

6.2.7 يجب أن تكون العملاء قادرين على الوصول إلى درجاتهم المالية ويجب إخطارهم قبل التنفيذ بأنهم قد تم إدراجهم في "القائمة السوداء" أو لديهم وصول محدود إلى الخدمات.

6.2.8 يجب أن توافق جودة الخدمات المقدمة من قبل مقدم الخدمة للعملاء مع أحكام لوائح تنظيم جودة الخدمات الصادرة عن "هيئة تنظيم الاتصالات" في جميع الأحوال.

6.2.9 على مقدمي الخدمات اتخاذ كافة التدابير اللازمة لضمان ما يلي:

6.2.9.1 أنه يمكن للمستخدم الذي يستخدم خدمات الاتصالات الخاصة به للاتصال بأي رقم هاتف فعال (أو رقم قصير)، سواء كان مملوكًا أو مستضافًا من قبل مقدم الخدمة هذا أو لا.

6.2.9.2 أن يوفر الخدمة للاتصال على أي رقم هاتف فعال (أو رقم قصير أو هاتف مجاني) تم تعيينه أو استضافته بواسطة مقدم الخدمة، وذلك من قبل أي مستخدم نهائي، سواء كان ذلك المستخدم النهائي عن طريقهم أم لا.

6.3 البيانات المتعلقة بالتزامات العمل

6.3.1 يجب أن توضح الإعلانات أي التزامات قد تفرض على العملاء في شراء منتجات الاتصالات أو خدمات الاتصالات المسمولة لها، قد يشمل ذلك أي حد أدنى لفترة الخدمة مع أي شروط خاصة، وأي تداعيات تنتج عن إخلال العملاء لهذه الشروط، مثل رسوم الإنهاء المبكر. 
6.3.2 Where it is not reasonably possible to include the information required above in the relevant Advertisement, the advertiser shall:

6.3.2.1 Include a statement that the Products or Services are subject to Minimum Service Periods, or such other appropriate words, so as to alert Customers of the obligation; and

6.3.2.2 ensure that all the relevant details are supplied to the Customer before they enter the Contract.

6.3.2.3 The Service Provider must provide such proof when required.

6.4 Assigning Numbers to Customers

6.4.1 The Service Provider’s T&Cs must:

6.4.1.1 Explicitly state that the Customer (and the Service Provider) does not own the number associated to his/her Contract; and

6.4.1.2 Explain to the Customer how and when the number will be returned to the Service Provider and the Original Range Holder, considering that the Service Provider shall inform the Customer seven (7) working days prior to the number is returned; and

6.4.1.3 Address explicitly the case of ported numbers.

6.4.2 After disconnection, a Customer (last registered user) may reclaim a number associated to his/her Contract within a maximum of one hundred and eighty (180) calendar days, free of charge, as per the following:
6.4.2.1 Within the temporary quarantine period of thirty (30) calendar days: the Customer shall reclaim the number to the Service Provider with which the Customer had a Contract.

6.4.2.2 After the quarantine period: the Customer shall reclaim the number to the Original Range Holder as per Service Providers’ T&Cs, within a maximum of one hundred and fifty (150) calendar days.

6.4.2.3 Any request to reclaim a number must be in writing and signed by the Customer.

6.4.2.4 After the quarantine period, the number is automatically repatriated to the Original Range Holder and the Service Provider returning or transferring the number must not reactivate the number on its network without the consent in writing of the Original Range Holder.

6.4.3 Specific T&Cs applicable to number portability must be associated to the porting form and define the Service Provider’s rules and processes for obtaining or retaining a ported number.

6.4.4 Any request for a Customer to transfer the use of a number to another Customer shall be in writing, signed by both Customers, and specify that:

6.4.4.1 Numbers are owned by the State and that Customers benefit from a right of use only;

6.4.4.2 the transfer is subject to the Service Provider T&Cs, and...
6.4.3 The transfer is subject to the prior payment of any outstanding amount in respect to that number.

6.4.4.3 شريطة الدفع المسبق لأي مبلغ مستحق بشأن هذا الرقم.

6.4.5 The Service Provider must keep a detailed record of such requests, with supporting evidence, and provide a copy to the CRA upon request.

6.4.4.5 على مقدم الخدمة الاحتفاظ بسجل مفصل لهذه الطلبات، مع تقديم إثباتات معززة، وتقدم نسخة إلى الهيئة عند الطلب.

6.4.6 Service Providers shall not activate a number prior to the CRA allocating the number to the Service Provider in writing.

6.4.6.6 لا يجوز لمقدم الخدمة تفعيل رقم قبل قيام الهيئة بتخصيص الرقم لمقدم الخدمة بشكل كتبي.

6.4.7 When transferring a Number that was returned to the Original Range Holder, a Service Provider must not activate that Number until receiving the Original Range Holder prior written consent.

6.4.7.7 في حال نقل الأرقام، فعلى مقدم الخدمة عدم تفعيل الأرقام التي تم إعادتها إلى حامل النطاق الأصلي دون الحصول على موافقة خطية من حامل النطاق الأصلي.

6.5 Notifications

6.5.1 Where a Customer is subscribed to a Service, and/or a plan or package with a set included value (such as an allowance for calls, SMS, or data), the Service Provider shall:

6.5.1.1 Monitor and adhere to the Customer’s agreed credit limit and its utilization; and

6.5.1.1 الرقابة والالتزام بالحد الائتماني المتفق عليه مع الطلب والاستخدام الأصلي.

6.5.1.2 Notify the Customer immediately upon the Customer reaching 50%, 80% and 100% of the monthly expenditure, allowance permitted and the credit limit under that plan, package or top-up.

6.5.1.2 إخطار العميل فور وصوله إلى نسبة 50% و80% و100% من الاستهلاك الشهري أو المسموح به أو الحد الائتماني المحدد بموجب الخطة أو الباقة أو إضافة التعبدة إلى الرصيد.

6.5.1.3 The notice must be:

6.5.1.3 ويتعين أن يكون الإخطار:

a. in electronic form, including but not limited to SMS;

6.5.1.3.1 أ. بشكل إلكتروني، بما في ذلك على سبيل المثال لا الحصر، الرسائل النصية القصيرة؟
b. issued in an appropriate medium that is capable of being evidenced; and

c. should clearly inform the Customer that the limit of the relevant allowance has been reached and the implications for continued use of the Service, including the charges that would apply for future usage, and/or any disruption, suspension, cancelation or withdrawal.

6.5.2 The Service Provider must not charge the Customer for service consumptions above the credit limit.

6.5.3 Service provider must notify the Customer with the applicable charges via SMS once connected to any roaming network.

6.5.4 If the Customer has subscribed to a roaming package or service, the Service Provider must notify the Customer immediately upon connection:

   6.5.4.1 With the applicable charges that will apply within the package or when the package has been consumed.

   6.5.4.2 With the conditions and tools enabling the Customer to access the service within the package. Should the Customer not able to access the Service within the package, the Customer shall be automatically reimbursed of the price of the package.

6.5.5 Service Providers are required to protect Customers from excess billing issues.

6.6 After Sales Support
6.6.1 Where a Service Provider is selling a Product or Service for which it does not supply after-sales support and service, or where such after-sales support and service is provided by a third party, then the Service Provider shall make this clear in the Advertisement and provide details of the party that will supply after-sales support and service.

6.6.2 Where a Service Provider is billing a Product or Service, the Service Provider must take full responsibility for the Product or Service, even when the Product or Service is from a third party.

6.7 Billing

6.7.1 The CRA may prescribe the formal requirements for the structure of bills issued by the Service Providers.

6.7.2 Bills must include the following information:

6.7.2.1 International and local calls- the rate of the charge per unit, a precise description of the billing unit - such as per second or per minute billing, the number of seconds and the number of units for each call; the total number of minutes and seconds consumed and the total number of units billed for the billing period;

6.7.2.2 Calls to Premium Rated numbers- the rate of the charge per unit, a precise description of the billing unit - such as per second, per minute and/or per access billing, the number of seconds and the number of units for each call; the total number of minutes and seconds consumed and the total number of units billed for the billing period;
consumed and the total number of units billed for the billing period;

6.7.2.3 Data usage - the charge per Megabyte, the rate of the charge per unit, a precise description of the billing unit - such as per connection, per session, and/or per volume billing, the volume of data consumed and the number of units for each session; the total volume of data consumed and the total number of units billed for the billing period;

6.7.2.4 Where applicable, for each component of the service, a distinction of the consumption within or out of a bundle;

6.7.2.5 Details of recurring charges including subscriptions, allowances included in the subscribed pack, line rental and total package price;

6.7.2.6 Details of each service or transaction, i.e. voice data SMS, MMS, Premium Rate Service, etc.

6.7.2.7 The following information must also be included:
   a. the date of the transaction;
   b. the number called, the start and end time of the transaction, the complete duration of the transaction;
   c. details of any additional charge that may apply to the transaction.

6.7.3 Bill itemization and structure cannot be changed without CRA approval.
6.7.4 Switching of billing mediums for Customers requires Customer Consent.

6.7.5 The description and calculation of the billing information must be sufficiently clear in presentation and specific enough in content so that Customers can accurately assess that the Products and Services for which they are billed correspond to those that they have requested and received, and that the costs assessed for those Services conform to their understanding of the price charged.

6.7.6 Service Providers shall provide Customers with bills, in the case of post-paid Services, or statements, in the case of pre-paid Services:

6.7.6.1 on a monthly basis and at no charge;

6.7.6.2 in electronic form, or, upon request from the Customer, in paper form;

6.7.6.3 that are in a plain, simple and easy-to-understand format;

6.7.6.4 in Arabic and in English, and in a language understood by the Customer;

6.7.6.5 that acknowledge payments made on the previous bill or consumption on the previous statement;

6.7.6.6 that state when non-payment may result in disconnection, provided that the Service Provider shall not charge the Customer for the disconnected period; and

6.7.6.7 Third party charges shall be labelled as such and itemized separately and sub-totaled. Third party charges shall be
6.7.7 A Service Provider shall not charge a Customer for a Service for which he has not provided Consent.

6.7.8 Customers shall be entitled to file a complaint with a Service Provider about a bill within 12 months following the receipt of the bill by the Customer.

6.7.9 Bills must contain clear disclosure of any information that the Customer may need to make inquiries about, or contest, charges on the bill. Service Providers must prominently display on each bill the customer complaints number which shall be a toll-free number to address all types of complaints and inquiries.

6.7.10 Bills must contain the CRA's contact details stated clearly in relation to escalation of unresolved complaints.

6.7.11 A Customer shall not be liable to pay any fee for Products or Services that the Customer has not ordered or which the Customer has terminated pursuant to the Contract, T&Cs and/or subject to any applicable minimum service period.

6.7.12 If a Service Provider is not able to provide the Customer Consent as proof of the Service request, the Customer is discharged automatically from any legal or billing responsibility regarding that Service.

6.7.13 The Service Provider shall ensure that a bill or statement is a true, accurate and comprehensive reflection of the Products and Services provided to the Customer, including displayed along with the bill total on the front page.

6.7.7 على مقدم الخدمة عدم فرض رسم على العميل باستثناء تلك الرسوم المحددة في التعرفة ذات الصلة والموافقة عليها من العميل.

6.7.8 يحق للعملاء تقديم شكوى إلى مقدم الخدمة بشأن الفاتورة خلال الـ 12 شهرًا التي تلي إخطار العميل بالفاتورة.

6.7.9 يجب أن تحتوي الفواتير على تصريح واضح عن أي معلومات قد يحنها العميل للتحقق بشأنها، أو الموافقة على الرسوم المفروضة بالفاتورة. يجب أن يعرض مقدم الخدمة بشكل بارز في كل فاتورة رقماً مجانيًا وجميع تفاصيل الاتصال الأخرى التي يمكن للعميل من خلالها الاستفسار أو الطعن برسوم مفروضة بالفاتورة.

6.7.10 يجب أن تتضمن الفواتير تفاصيل الاتصال بالهيئة بشكل مفصل وواضح فيما يتعلق بإحالة الشكاوى التي لم يتم حلها.

6.7.11 لا يكون العميل مسؤولًا عن دفع أي رسوم مقابل منتجات الاتصالات أو خدمات الاتصالات التي لم يطلبها أو التي قام بإنهائها وفقًا للعقد ذي الصلة، و/أو الشروط والأحكام الخاصة بأدنى فترة خدمة.

6.7.12 إن عدم مقدرة مقدم الخدمة على تقديم موافقة العميل كإثبات على طلب الخدمة، من شأنه أن يعفي العميل من أي مسوولية قانونية أو مسؤولة عن دفع الفواتير فيما يتعلق بخدمة الاتصالات تلك.

6.7.13 يجب على مقدم الخدمة التأكد من أن الفاتورة أو البيان هو صحيح ودقيق ويعكس بشكل شامل لمنتجات الاتصالات وخدمات الاتصالات المفروضة للعمل، بما في ذلك دون حصر المفروضات المستقلة بالنسبية عن طرف آخر أو غير ذلك;
but not limited to payments received on behalf of a third party or otherwise.

6.7.14 Service Providers are not authorized to request the Customers to pay any amount without detailed justification and verification for the charges on the bills / invoices.

6.7.15 The Service Provider shall retain accurate electronic records of all billing for a minimum period of twelve (12) months from the relevant billing date and shall make them available to the CRA upon request. Records of Customers who have pending Complaints, court cases or fraud cases shall be retained for the longer of twelve (12) months from the relevant billing date or until the matter is otherwise resolved in Court.

6.7.16 For online and e-bill services, the Service Provider shall alert the Customer when the bill is available online. These alerts (especially if being sent by SMS) shall be sent during appropriate (sociable) hours, and Customers who do not want to receive such alerts shall have the option to opt-out. Alerts must be separate to Direct Marketing messages.

6.7.17 The Service Provider offering a direct debit facility where Customers authorize monthly bills to be paid directly from their bank account shall ensure that the Customers can on request verify all charges and direct debit authorization details and cancel the Service at any time.

6.7.18 For Pre-Paid Services, Service Providers shall ensure that Customers:

6.7.18.1 can at any time request electronically an update on their credit free of charge; and
6.7.18.2 are informed of the charge/s for each Products and Services provided, and the method of calculation or Tariffs on which the credit is consumed.

6.7.19 Service Provider shall not charge the Customer for data roaming on (pay as you go charging model) out of the roaming data pack unless the Customer allowed it.

6.7.20 Service Provider must charge the Customer on a prorated basis when requesting to transfer / migrate to a different postpaid pack, to transfer from prepaid to postpaid or reverse, to transfer the use of Service to someone else, to terminating the Service, or while porting out. The Customer shall not pay for the full bill cycle if the Customer did not stay for the whole bill cycle duration or did not use the pack in full.

6.7.21 Billing of the Services and Products provided by a third party

6.7.22 The name of the third party associated with each charge must be clearly identified on the bill.

6.7.23 A Service Provider offering a third-party payment mechanism must collect the Customer Consent for each purchase and provide a proof of the Customer Consent to the CRA and to the Customer upon request. The nature and content of the purchase shall be clear and detailed, and the Customer shall be informed on the means to cancel the service. Complaints arising from third-party payment shall be resolved by the Service Provider.

6.7.24 Service Providers must provide to Customers at no additional cost the option/facility to block their service numbers and accounts from one or
all third-party billing, which includes but is not limited to Premium Rated Services, value added services, Google Play, television channels, or carrier billing.

6.7.25 The Service Provider shall confirm to the Customer the blocking of the number(s) for third party payment.

6.8 Service Providers’ General Obligations in Relation to Third Parties or Agents

6.8.1 Service Providers are directly liable, without limitation, to Customers for any breach of the Applicable Regulatory Framework by third-parties Service Providers.

6.8.2 Service Providers shall ensure compliance with the Applicable Regulatory Framework and other applicable laws and regulations in respect of Services and Products and with assisting the CRA in ensuring compliance of third parties.

6.8.3 Service Providers shall ensure that third parties are aware of and are contractually bound to comply with the Applicable Regulatory Framework.

6.8.4 Service Providers shall ensure that enforcement actions can be taken against third parties and that decisions of the CRA against a third party can be enforced.

6.8.5 Service Providers’ contracts with third parties must state that a breach of the Applicable Regulatory Framework by the third party:

6.8.5.1 is also a breach of their contract;
6.8.5.2 will make the third party liable for appropriate contractual penalties and damages; and

6.8.5.3 are sufficient grounds for the Service Provider to terminate the contract with the third party.

6.8.6 Service Providers must ensure that any message or communication sent to a Customer:

6.8.6.1 clearly and accurately identifies the party who authorized the sending of the message or communication or on whose behalf it was sent;

6.8.6.2 includes accurate information about how the recipient can readily contact that party;

6.8.6.3 provides a simple means to stop receiving such message or communication free of charge, such as sending back the message “STOP” to the sender; and

6.8.6.4 is sent in the preferred language of the recipient.

7 Termination of a Service or a Contract

7.1 Right to Terminate

7.1.1 Service Providers must ensure that Customers can terminate a Service or a Contract at any time.

7.1.2 Termination shall be free of charge, except when a Minimum Contract Period has been
agreed with the Customer as a counterpart of identified benefits.

### 7.2 Withdrawal of Customer Consent

**7.2.1** The Customer must be able to withdraw his/her Consent at any time.

**7.2.2** Withdrawal of Customer Consent shall be possible through easy to use tools, for one or several of their service numbers by replying with either the word 'STOP' or ڤ, with the instruction not being case sensitive.

**7.2.3** Service Provider must implement tools enabling the blocking of a third-party service after verification of the Customer in case the Customer faces difficulties while blocking such third-party Service.

**7.2.4** Blocking must be free of charge and, for a Subscription Service, stop immediately and not generate any further charge for the Customer.

**7.2.5** Customers must receive a confirmation notification after sending a request to block, refuse, opt-out of Premium Rated Services or any third-party service.

**7.2.6** Service Providers should not charge Customers for Premium Rated Services or third-party services once the Customers has requested such service to be blocked.

**7.2.7** Service Providers shall ensure that any party to which they supply numbers or codes used to provide Services (including subsidiaries and other parts of its own business) is aware, and
7.3 Transfers or Migration between Products and Services

7.3.1 A Service Provider shall not transfer or attempt to transfer Customers to other Products or Services (and shall not charge Customers for Products or Services) other than in accordance with a direct Customer Consent or request, as per agreed and approved T&Cs or other express Customer directions.

7.3.2 Where Customers migrate between packages, they must be given a written confirmation of the changes incurred, including a breakdown of charges and modifications of service.

7.3.3 Where the migration occurs between billing cycles, the charges for the packages must be proportioned according to the period of usage for each package and the customer cannot be charged the total package fee.

7.4 Disconnection or Disruption of Services

7.4.1 Service Providers shall not suspend, cancel, withdraw, disrupt or disconnect a Service to a Customer, and/or the provision of a category of Service to a group of Customers without the prior written approval of the CRA.

7.4.2 The request for the CRA approval shall be sent by the Service Provider to the CRA at least sixty (60) days prior to the proposed date of such disruption. The Service Provider shall comply with any T&Cs defined by the CRA in connection with its approval.
7.4.3 In the event of a disruption of a Mandatory Service due to an event of force majeure, the Service Provider shall immediately inform the CRA in writing and inform the affected Customers through practical and feasible medium as soon as possible, and work to ensure the Mandatory Service is restored as soon as is practically possible.

7.4.4 Service Providers shall not disconnect or change the Products or Services being provided to a Customer that are the subject of a dispute or complaint.

7.4.5 For any unauthorized, unplanned or force majeure disconnection or disruption of Services, the Customer shall not be liable to pay for the affected period and shall be compensated for the damages resulting from the dysfunction.

7.4.6 Where a Customer has not paid the Service Provider all or part of a bill, measures taken by the Service Provider to effect payment or disconnection shall:

7.4.6.1 be proportionate and not unduly discriminatory;

7.4.6.2 give at least five (5) working days’ notice (capable of being evidenced) to the Customer prior to any consequent interruption or disconnection of the Products or Services;

7.4.6.3 confine any interruption to the Products or Services (or part thereof) concerned; and
7.4.6.4 not disconnect a Product or Service to a Customer in relation to non-payment of a bill before the date notified on that specific bill.

7.4.6.5 not result in travel ban.

8 Specific Requirements

8.1 Protection against Customer Lock-in

8.1.1 Contracts shall not act as a disincentive for Customers wanting to change Service Provider.

8.1.2 Contracts, Services and options shall not be renewed at the end of a period for a further period without the Service Provider first obtaining the Customer's Consent.

8.1.3 A Service Provider shall provide the Customer with prior written notice, not less than one billing cycle, or such other notice period as specified by the CRA, of any Contract changes that are likely to:

8.1.3.1 reduce the benefit of the Contract to the Customer;

8.1.3.2 increase the obligations of the Customer under the Contract; or

8.1.3.3 change the scope of the Contract from that previously represented or contracted for.

8.1.4 The notice required above shall inform the Customer of the right to withdraw from the Contract without a penalty if the proposed change is not acceptable to the Customer.

8.2 Access to Emergency Services

8.2.1 The notice required above shall inform the Customer of the right to withdraw from the Contract without a penalty if the proposed change is not acceptable to the Customer.
8.2.1 Service Providers shall ensure that Customers can access emergency call services at no cost and shall comply with all orders and instructions issued by the CRA regarding the development of network or Service functionality to meet security and general emergency requirements of the State.

8.2.2 Service Providers must ensure at all times the fullest possible availability of public Telecommunications Services, including in the event of a disaster or catastrophic network failure, and uninterrupted access to emergency organizations. Service Providers of voice call services shall ensure that calls can be made to emergency organizations free of charge and that the caller location information ("CLI") is provided to the emergency organizations. Service Providers of VoIP outbound call services must ensure that users of those services are aware of any potential limitations on making calls to emergency organizations and that accurate and up to date CLI shall be provided to the emergency organizations.

8.2.3 The CRA may, in its discretion, require Service Providers to provide accurate and real-time CLI for calls to emergency call services.

8.2.4 The disclosure of the CLI in accordance with the CRA requirement shall be considered a lawful disclosure of personal information.

8.3 Directory Services

8.3.1 Service Providers shall provide to the public free of charge an electronic Directory Service containing Directory Information of the

8.3.2 The CRA may, in its discretion, require Service Providers to provide accurate and real-time CLI for calls to emergency call services.

8.3.3 The disclosure of the CLI in accordance with the CRA requirement shall be considered a lawful disclosure of personal information.
Customers that have been assigned a fixed telephone number by a Service Provider, subject to the Customers prior approval to be registered in the Directory Service.

8.3.2 A Customer has the right to:

8.3.2.1 select their Customer information appearing in Directory Services, as per their express opt-in requirements (consent), in writing, at the time of entering into a Contract or anytime thereafter;

8.3.2.2 have some or all their Directory Information withdrawn from the Directory free of charge and at any time by logging an official request to the customer service of their Service Provider.

8.4 Customers with Disabilities

8.4.1 A Service Provider shall make available, upon request by a Customer or when they are aware that the Customer has a disability, free of charge and in a format that is suitable to that Customer’s disability or disabilities, the following:

8.4.1.1 the Contract;

8.4.1.2 any related bill;

8.4.1.3 any related notice; and

8.4.1.4 any other communication between the Service Provider and the Customer.

8.4.2 A Service Provider shall include a dedicated link with information about the availability of information in the formats required at an easily accessible part of their websites. Service
Provider must provide the service in situations where it has knowledge of a client’s disability.

8.4.3 A Service Provider shall ensure that a Customer with disabilities is able to nominate (or rescind the nomination of), free of charge, an individual who may engage with the Service Provider in respect of the Customer’s account, including but not limited to, receiving that Customer’s bills, paying the bills on their behalf, setting a credit limit and making inquiries about the Customer’s account on behalf of the Customer.

8.4.4 The nominated individual referred to above shall not be contractually liable to the Service Provider in his personal capacity, and the Customer will be the party bearing all obligations under the Contract, unless otherwise stated under the applicable laws.

8.5 Data Privacy Protection

8.5.1 Service Providers shall provide at all time the highest standard of protection of Customer Information, and shall not collect, use, disclose, retain or advertise any Customer Information unless the Customer’s prior explicit consent is obtained in writing or as permitted by law or the CRA.

8.5.2 Service Providers shall ensure that all Customer Information is accurate, complete and appropriate for the legitimate uses for which it was collected.

8.5.3 Customers shall have the right to require that any of their Customer Information be corrected or removed by the Service Provider.

8.5.1 على مقدم الخدمة في جميع الأوقات تقديم أعلى معايير حماية لمعلومات العملاء، ولا يجوز لهم جمع أو استخدام أو الكشف أو الاحتتفاظ أو الإعلان عن أي من معلومات خاصة بالعمليل ما لم يتم الحصول على موافقة صريحة مسبقة منه ويشمل كاتبي أو وفقاً لما يجيزه القانون أو الهيئة.

8.5.2 يجب على مقدم الخدمة بذل قصارى جهودهم للتتأكد من أن جميع معلومات العمليل دقيقة وكافية ومناسبة للاستخدامات المشروعة التي جمعت لها.

8.5.3 للعملاء الحق بمطالبة مقدم الخدمة بتصحيح أو حذف أي من المعلومات الخاصة بهم.
8.5.4 Nothing shall prohibit the lawful access by competent authorities, including the CRA, of any Customer Information or Customer communications.

8.5.5 Service Providers shall:

8.5.5.1 take all reasonable steps to ensure the confidentiality of Customer communications, and shall not intercept, monitor or alter the content of Customer communications, except with the explicit consent of the Customer or as permitted or required by the laws of the State.

8.5.5.2 identify the specific purposes for which Customer Information is collected at or before collection;

8.5.5.3 be responsible for any Customer Information and Customer communications records which are under the Service Provider’s control or in its custody or those of its agents or data processors;

8.5.5.4 ensure that Customer Information and Customer communications records are protected by security and technical safeguards that are appropriate to their sensitivity;

8.5.5.5 retain and use all Customer Information only for purposes specifically set out in the Contract, or in accordance with rules or orders made by the CRA or in accordance with the laws of the State; and
8.5.5.6 ensure that all provisions and requirements stated in the Data Protection Law and any subsequent secondary legislation are complied with.

8.5.6 Service Providers shall always use their best efforts to implement processes and procedures that are aligned with internationally recognized best practice approaches to data protection, with a view to maintaining the highest standards regarding the processing of Customer Information.

8.6 Access to Customer Premises

8.6.1 The Service Providers shall have the right to access customers premises for the installation or roll-out of service and network.

8.6.2 A Service Provider may only enter a Customer's premises or property subject to the following conditions:

8.6.2.1 the prior express consent of the Customer is obtained and capable of being evidenced on request;

8.6.2.2 access is strictly necessary for the provision of the Customer's Telecommunications Products and/or Telecommunications Services; and

8.6.2.3 the Service Providers' personnel are qualified for the tasks requested and can be identified by the Customer immediately upon request.

8.6.3 Service Providers shall ensure that:

8.6.3.1 the prior express consent of the Customer is obtained and capable of being evidenced on request.

8.6.3.2 access is strictly necessary for the provision of the Customer's Telecommunications Products and/or Telecommunications Services; and

8.6.3.3 the Service Providers' personnel are qualified for the tasks requested and can be identified by the Customer immediately upon request.

ضمان الامتثال لجميع الأحكام والشروط المنصوص عليها في قانون حماية خصوصية البيانات الشخصية وأي تشريع متفرع عنه.

بيذل مقدمو الخدمة باستمرار قصارى جهودهم لتنفيذ الممارسات المعترف بها دوليًا لحماية البيانات، بهدف الحفاظ على أعلى المعايير فيما يتعلق بمعالجة معلومات العميل.

الوصول إلى أملاك العميل

يحجز لمقدم الخدمة الوصول إلى مباني العملاء لتركيب أو نشر الخدمة والشبكة بالدوام فقط وفقًا للشروط التالية:

1. الحصول على موافقة صريحة مسبقة من العميل وبصورة قابلة للإثبات عند الطلب؛

2. أن الوصول مصروحاً لأغراض تقديم منتجات الاتصالات و/أو خدمات الاتصالات للمعميل؛ و

3. تكليف مقدمي الخدمة لموظفين محددين ومؤهلين لتنفيذ المهام المطلوبة وإمكانية تحقيق العميل من هوياتهم فوراً عند الطلب.

يتوجب على مقدمي الخدمات التأكد مما يلي:
8.6.3.1 the Customer's premises or property is left in the same condition as it was immediately prior to the Service Provider's access; and

8.6.3.2 no inconvenience is caused to the Customer, including keeping to agreed appointment times.

8.6.3.3 Service Providers are liable for any damage incurred while accessing to the property.

8.7 Fixed & Mobile Number Portability

8.7.1 T&Cs of number portability shall be provided on the port request form and displayed on Service Provider’s website.

8.7.2 A Customer has the right to choose a Service Provider of choice and has the right to port between Service Providers.

8.7.3 Service Providers must clearly and precisely add a porting icon/space on their website containing all information relevant to porting, which is not limited to but includes the following:

8.7.3.1 A detailed porting process for both business and residential indicating porting time frames; and

8.7.3.2 a detailed billing process and an indication of associated charges.

8.7.4 No Customer shall be required to pay a bill without a proper itemized bill.
8.7.5 Where an itemized bill has not been provided the customer is not obliged to pay and this shall not be a reason to reject the port.

8.7.6 A Customer whose port request has been delayed is entitled to lodge a complaint with the CRA and claim compensation from the Service Provider.

8.7.7 Port reject reasons shall be approved by the CRA.

8.7.8 All Numbers shall be portable, irrespective of their nature.

8.7.9 The CRA may conduct periodic reviews of the porting process and prescribe additional requirements as it deems necessary including the requirement for specific service level agreements for this process.

8.7.10 inter-operator charges levied by Service Providers must be approved by the CRA.

8.7.11 The CRA must also approve the port request forms.

9 Blacklisting of Customers

9.1 Service Providers shall implement a procedure for blacklisting and communicate to the Customers the rules which explains the conditions under which Customers may be blacklisted.

9.2 These rules must also contain procedure for de-listing a Customer who has been blacklisted.

9.3 Blacklisting must be applied only to postpaid Telecommunication Services.
9.4 The Service Provider’s “blacklist” rules and procedures must be approved by the CRA before they are effective.

9.5 Service Providers shall maintain a register of all blacklisted Customers with information consisting of the Customer details, date, amount and reason for the blacklisting.

9.6 Service Providers shall also submit the Blacklisting Register to the CRA and to the Qatar Credit Bureau on a monthly basis.

9.7 The format of the reporting may be prescribed by the CRA, where the CRA deems this necessary.

9.8 Where the Service Provider has not instituted legal proceedings to recover the debt and the debt has prescribed under the Law, then the Customer shall automatically be removed from the Blacklist.

9.9 The reference to a Customer in a “blacklist” must be deleted automatically after twelve (12) months and any associated restriction automatically lifted.

10 Complaints and Disputes

10.1 Service Provider's Obligation to Maintain Internal Complaints Procedures

10.1.1 Service Providers shall ensure that they designate a dedicated complaints team for resolving Complaints.

10.1.2 Service Providers shall prepare and make available to Customers a written Complaint handling process, which shall:
10.1.2.1 be concise, easy to understand, and only contain information related to the Service Provider’s procedure for handling Complaints;

10.1.2.2 be submitted to the CRA for approval, including any changes that may be made to an already approved version of the complaint’s procedure.

10.1.2.3 include as a minimum the following information:

a. the process for making a Complaint;

b. the steps that the Service Provider will take with a view to resolving the Complaint, including timeframes in which the Service Provider will endeavor to resolve the Complaint or will notify the Customer regarding progress towards resolving the Complaint;

c. the contact details by which a Complaint can be made, including a phone number, email address and postal address for contacting the complaints team;

d. the details of the Customer Complaint Process, including information about how and when a Customer can file a Complaint as per the Customer Complaint Process;

e. the expected response times for all methods of lodging a Complaint;

f. how to escalate the Complaint to the CRA; and
g. be easily accessible on a Service Provider’s website and, on request, be provided free of charge in paper format to a Customer.

10.1.3 A Service Provider’s Complaints handling procedures must be sufficiently accessible to enable Customers with disabilities to lodge and process a Complaint.

10.1.4 A Service Provider’s Complaints team must be reasonably accessible by telephone, and the Service Provider must monitor, report average response times.

10.1.5 A Service Provider shall always resolve Complaints from Customers in a fair and timely manner and ensure that all procedures, interim measures, notifications and final resolution details are received by the Customer.

10.1.6 Following a Complaint being made, a Service Provider shall:

10.1.6.1 acknowledge receipt of the Complaint to the Customer:

a. immediately where the Complaint is made in person or by telephone or digital channel; and

b. within two (1) days of receipt where the Complaint is made by email, post or other method;

10.1.6.2 register the Complaint on their internal information systems in a manner that enables the Service Provider to monitor the on-going status of the Complaint; and
10.1.6.3 provide the Customer with a unique reference number for the Complaint to allow the Customer to make subsequent enquiries.

10.1.7 Without limiting the liability or responsibility of Service Providers to their Customers, a Service Provider shall provide a refund to Customers where:

10.1.7.1 a Service Provider does not meet their contractual obligations or comply with their terms of service in regard to a Customer;

10.1.7.2 a Customer has paid for Products or Services that were not provided by the Service Provider or which had not been requested by the Customer;

10.1.7.3 the Product or Service is not fit for the purpose it was designed to achieve; or

10.1.7.4 the quality of the Product or Service delivered by the Service Provider falls materially short of what would reasonably be expected by an average Customer.

10.2 Customer Complaints Process

10.2.1 The relevant Service Providers shall comply at all times with the Customer Complaints Process, and any subsequent amendments or revisions to the same.

10.2.2 Any Customer who has submitted a Complaint to a Service Provider and is not satisfied with the way the Service Provider has handled the Complaint or the outcome of the Complaint, may apply to the CRA to decide on the dispute in accordance with the CRA’s Customer
Complaint process and the complaints acceptance criteria mentioned there.

10.2.3 Customers shall be entitled to exercise their right to complain under the Customer Complaint Process of the CRA.

10.2.4 During the Service Provider's handling of Customer Complaints and/or the CRA's handling of Customer disputes, the CRA may direct a Service Provider to restore a Customer's service in whole or in part, or to implement any other remedy deemed reasonable and appropriate by the CRA.

10.2.5 At the conclusion of the Service Provider's investigation of a Customer dispute and pending the final resolution of the complaint, the Service Provider should contact and advise the Customer of the outcome of the case.

10.2.6 At the conclusion of the CRA's handling of Customer complaint, the CRA may direct a Service Provider to undertake any remedy deemed reasonable and appropriate by the CRA.

10.2.7 If the CRA determines that a remedy is appropriate, the CRA may, considering all relevant circumstances, require the Service Provider to provide the Customer with one or more of the following:

10.2.7.1 an apology, which may be public or made privately to the Customer;

10.2.7.2 an explanation as to what went wrong, which may be public or made privately to the Customer;
10.2.7.3 practical action to correct the problem and prevent future occurrences; and/or

10.2.7.4 a financial award, which may include a refund and/or compensation

11 Duty to Assist the CRA

11.1 Without prejudice to any other Service Provider obligations and duties, Service Providers shall, when requested in writing to do so by the CRA:

11.1.1 provide details and copies of Contracts with Customers and third parties as required by the CRA REGULATION

11.1.2 provide all requested information, and evidences, which includes (but not limited) call recordings, system logs, camera footage, customer consents whenever necessary to evaluate and finalize complaints and compliance matters;

11.1.3 provide traffic data, including the number of messages and/or length of calls from any number or Electronic Account or address;

11.1.4 terminate the contract with a third party who has breached the applicable laws and regulations;

11.1.5 suspend third party access to the Service Providers’ Telecommunications Products or Telecommunications Services where the third party has been found by the CRA to be in breach of this Regulation;

10.2.7.3 اتخاذ إجراءات عملية لتصويب المشكلة ومنع وقوعها في المستقبل؛ و / أو

10.2.7.4 الإلزم بدفع مبلغ من المال، والذي قد يشمل إعادة أموال و / أو دفع تعويض

11.1 دون الإجحاف بأي من الالتزامات和服务 مقام الخدمة الأخرى، يتعين على مقدم الخدمة، عند الطلب منهم من قبل الهيئة، القيام بما يلي:

11.1.1 تقديم تفاصيل وإيداع نسخ من العقود مع العملاء والأطراف الأخرى على النحو المطلوب بموجب هذه اللائحة التنظيمية لحماية مستهلك خدمات الاتصالات;

11.1.2 تقديم كافة المعلومات المطلوبة والأدلة التي تتضمن (على سبيل المثال لا الحصر) وتسجيلات المكالمات، وسجلات النظام، وقطع الكاميرا ومواقيع العمل كلما دعت الضرورة لتقييم وإنهاء الشكاوى ولأمور الامتثال;

11.1.3 تقديم حركة سير البيانات، بما في ذلك عدد الرسائل و / أو طول المكالمات من أي رقم أو حساب الكتروني أو عنوان إلكتروني;

11.1.4 إنهاء العقد مع طرف آخر نتيجة لمحاولة التردي Invasion واللوائح التنظيمية المعمول بها;

11.1.5 تعلقي الوصول من قبل الطرف الآخر إلى منتجات الاتصالات مقام الخدمة أو خدمات الاتصالات، في حال تبين لهيئة أن الطرف الآخر قام بمحاولة هذه اللائحة التنظيمية لحماية مستهلك خدمات الاتصالات;
11.1.6 work co-operatively with other Service Providers to investigate cases involving cross-networks issues and incidents and take appropriate actions to resolve Complaints; and

11.1.7 facilitate access for the authorized CRA's employees for onsite inspection and investigations as and when required.

12 Compliance and Reporting

12.1 Compliance

12.1.1 Where in this Regulation there are references to obligations of Service Providers to ensure that steps are taken so that Customers are notified of terms, conditions, prices or other obligations, each Service Provider shall ensure that it has in place the necessary systems and processes to ensure that it complies with such obligations, and to demonstrate its compliance to the satisfaction of the CRA.

12.1.2 Any attempt by any Service Provider to exclude any provision of this Regulation in relation to any Customer or groups of Customers, directly or indirectly and even with the express agreement of the party concerned, shall be of no effect.

12.1.3 A Service Provider shall observe the following to ensure compliance with this Regulation:

12.1.3.1 develop appropriate compliance policies and procedures;

12.1.3.2 develop appropriate procedures or programs to educate employees of policy compliance issues;
12.1.3.3 analyze Complaints made to it to identify and prevent the occurrence of Complaints arising from systemic issues; and

12.1.3.4 where relevant, ensure that this Regulation (and any internal procedures or programs) is provided to third parties who are working with or on behalf of the Service Provider in the provision of Telecommunications Products or Telecommunications Services.

12.1.4 Service Providers shall provide complete and timely responses to all information requests issued by the CRA from time to time.

12.1.5 Where any provision of this Regulation requires a Service Provider to provide prior notification to or seek prior approval from the CRA, such notification or approval request shall not be deemed received by the CRA until the first business day of the CRA following its submission.

12.2 Reporting

12.2.1 A Service Provider shall annually submit to the CRA a written report in the CRA prescribed format certifying its compliance with this Regulation, within ten (10) business days from 1 January (inclusive) of every year, stating that:

12.2.1.1 it has always been compliant with this Regulation from the date of the previous certification;

12.2.1.2 it is compliant as at the date on which the certification is made; and

12.2.1.3 has always been compliant with this Regulation from the date of the previous certification.

12.2.1.4 it is compliant as at the date on which the certification is made; and

12.2.1.5 Where any provision of this Regulation requires a Service Provider to provide prior notification to or seek prior approval from the CRA, such notification or approval request shall not be deemed received by the CRA until the first business day of the CRA following its submission.

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12.2.1.10 Where any provision of this Regulation requires a Service Provider to provide prior notification to or seek prior approval from the CRA, such notification or approval request shall not be deemed received by the CRA until the first business day of the CRA following its submission.

12.2.1.11 Where any provision of this Regulation requires a Service Provider to provide prior notification to or seek prior approval from the CRA, such notification or approval request shall not be deemed received by the CRA until the first business day of the CRA following its submission.

12.2.1.12 Where any provision of this Regulation requires a Service Provider to provide prior notification to or seek prior approval from the CRA, such notification or approval request shall not be deemed received by the CRA until the first business day of the CRA following its submission.

12.2.1.13 Where any provision of this Regulation requires a Service Provider to provide prior notification to or seek prior approval from the CRA, such notification or approval request shall not be deemed received by the CRA until the first business day of the CRA following its submission.

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12.2.1.35 Where any provision of this Regulation requires a Service Provider to provide prior notification to or seek prior approval from the CRA, such notification or approval request shall not be deemed received by the CRA until the first business day of the CRA following its submission.
12.2.1.3 to the best of its knowledge and belief it will be compliant with this Regulation for the following twelve (12) months.

12.2.2 If a Service Provider is unable to certify unqualified compliance with this Regulation, the report must:

12.2.2.1 identify the provision(s) of this Regulation for which it is unable to certify in the relevant timeframe;

12.2.2.2 give reasons for being unable to certify; and

12.2.2.3 outline what action the Service Provider is taking to remedy the situation and the expected date by which situation will have been remedied and certification completed.

12.2.2.4 Be signed by a duly authorized person before submitting to the CRA.

12.3 Monitoring

12.3.1 The CRA shall monitor the compliance of Service Providers with this Regulation at its sole discretion and by using all means it deems fit for the purpose of enforcing this Regulation.

12.3.2 The CRA may:

12.3.2.1 undertake and publish market research on the views of Customers with respect to telecommunications markets, Telecommunications Products and Telecommunications Services;
12.3.2.2 gather and publish key industry statistics likely to be of interest to Customers, including Complaint volumes against Service Providers; and

12.3.2.3 publish in an easily accessible format the performance of Service Providers against quality of service requirements.

13 Transition Period

13.1 Service Providers will have six (6) months from date when this Regulation enters into force to amend their existing Contracts, Terms and conditions, and contract with third parties in order to comply with this Regulation.

13.2 Service Providers shall notify the CRA that they and their contracts are compliant within thirty (30) calendar days following expiry of this six (6) month implementation period.
<table>
<thead>
<tr>
<th>Respondent</th>
<th>Consultation document reference</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Company/organization name)</td>
<td>(Specify question or paragraph number that response refers to)</td>
<td>(Provide comments)</td>
</tr>
</tbody>
</table>
الملحق أ

نموذج الرد على الاستشارة

<table>
<thead>
<tr>
<th>الرد</th>
<th>مرجع وثيقة الاستشارة (الفقرة/المسألة)</th>
<th>العميل مقدم الاستشارة</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(عرض الملاحظات)</td>
<td>(اسم الشركة / المؤسسة)</td>
</tr>
<tr>
<td></td>
<td>(تجديد رقم السؤال أو الفقرة المشار إليها بالرد)</td>
<td></td>
</tr>
</tbody>
</table>
ANNEX B - Processes and Procedures to be approved by the CRA

Procedures for requirements stipulated in the regulations.

1 Service providers are required within thirty days (30), from the expiry of six (6) months (180 days) of the date of issuance of the Regulation to submit the requirements listed below for review and approval by the CRA. Each of these processes or procedures shall be aligned with the provisions of this Regulation.

1.1 All General Terms and Conditions current and/or updated versions that are aligned (30).

1.2 Master Service Agreements for all Products and Services including all applicable discount structures.

1.3 Process and Application form for Sim Card replacement.

1.4 Process and Application form for the transfer of numbers between individuals.

1.5 Port request form for Mobile Number Portability.

1.6 Port request form for Fixed number portability.

1.7 Terms and conditions for both Fixed and Mobile Number portability.

1.8 Structure and layout of Bills:
   a. Standard monthly bill;
   b. Interim bills for porting requests; and
   c. final bill on completion of the port.
1.9 Conditions and obligations for purchase and sale of special or star numbers

1.10 Service Provider's internal Complaint Process

1.11 Service Provider's Blacklisting Process

2 After receiving these submissions, the CRA shall conduct a review to assess compliance with this Regulation and may request Service Providers to amend the documents where the CRA deems it is not in compliance with the regulation.

3 Each service provider shall When complete documents for each of the above listed have been received, the CRA will review these documents within one month (30 days) and return it with any amendments (if required) to the Service Providers.

4 Within seven (7) days from receipt of the CRA approval each of these documents shall be published as a minimum requirement on the website of the service providers and in any other social media platform of the choice of the service providers and shall be made available to customers free of charge upon request.

5 The CRA reserves the right to request, where they are non-compliant and or do not satisfy the requirements of this Regulation.

6 Once approved Service Providers shall not change any of these documents or clauses included in these documents without the prior written approval from CRA.

7 Any new and/ or revised Terms and Conditions, Policies, and Procedures must be
submitted to the CRA for approval and the CRA shall review and confirm the approval within 30 days.

يتمنى على الهيئة بدورها إجراء المراجعة وإصدار موافقتها والتأكيد عليها في غضون 30 يومًا.
CRA Consumer Complaints Process

October 2021
# Table of Contents

1. **Chapter 1: About this Process** ................................................................. 94  
   1.1. Purpose and Objective ........................................................................... 94  
   1.2. Access to the Process ........................................................................... 94  
   1.3. Amendments to the Process .................................................................. 94  
   1.4. Reading the Process .............................................................................. 95  
      1.4.1. Process .......................................................................................... 95  
      1.4.2. Process Flow Shape Definition ...................................................... 95  
   1.5. Definitions and Glossary of Terms ....................................................... 96  

2. **Chapter 2: Consumer Complaints Process** ...................................... 96  
   2.1. Reference to the Relevant Laws and Regulations ................................. 96  
   2.2. Process Scope and Stakeholders ............................................................ 97  
      2.2.1 Process scope .................................................................................. 97  
      2.2.2 Stakeholders ................................................................................... 97  
   2.3. Process Flow .......................................................................................... 98  
   2.4. Procedures ............................................................................................ 98
1. Chapter 1: About this Process

1.1 Purpose and Objective

In accordance with its mandate, the CRA strives to ensure that it maintains a high standard and transparency when issuing processes.

The objective of this Consumer Complaints Process is to facilitate the current customer complaint process by:

- Defining the process that covers the day-to-day activities of telecom consumer complaints handling between CRA and licensed service providers, to define a clear consumer complaints process with a clear tasks and procedures to be followed by service providers and CRA.
- Highlighting procedures to standardize and enhance the efficiency of the consumer complaints process.
- To protect telecom consumers’ interest and operations by developing clear and concise procedures to be followed when executing the consumer complaints process.
- Identify the responsibilities of each of the process stakeholders i.e. service providers and CRA.

This Process sets out the specific activities and steps of the consumer complaints handling process and related procedure.

Note: Instructions for the operation of software applications and dedicated tools are outside the scope of the explanations contained in this document.

1.2 Access to the Process

The Consumer Affairs Department within the CRA is the owner of this Consumer Complaint Process (CCP). All inquiries and matters relating to the CCP shall be addressed to the Consumer Affairs (CA) Department at CRA. The CA Department will monitor compliance with this process.

The CRA will monitor the service provider’s compliance with the process during the day-to-day consumer complaints operations.

1.3 Amendments to the Process

The process outlined in this document has been discussed and agreed with both service providers (Ooredoo Qatar Q.S.C and Vodafone Qatar Q.S.C). The Consumer Affairs Department within Communications Regulatory Authority owns this document, and any future changes shall be reviewed and approved by the CA Department within CRA, amendments to the process to be reflected and recorded in the below table:

<table>
<thead>
<tr>
<th>Date</th>
<th>Change Requester</th>
<th>Version</th>
<th>Change Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/04/2021</td>
<td>CRA</td>
<td>2</td>
<td>2.1</td>
</tr>
</tbody>
</table>
This Process shall be reviewed at least once every two years and updated as necessary. Additionally, CRA may, at any time, on Notice, propose amendments to the Process that would improve the quality of work and increase CRA efficiency in handling, investigating and resolving customer complaints lodged with the CRA. Amendments to the Process shall be implemented by following the process below:

- Suggestions for amendments/updates shall be communicated to the Consumer Affairs Department in writing;
- The Process owner (CA within CRA) shall review the suggested amendments/updates on the process flows and procedures and decide whether it is necessary to implement the amendments/updates or not;
- Amendments to the process flows and procedures in the Process shall be approved by the CRA President;
- The approved amendments/updates of the Process shall identify the revision date, and be issued in writing, by the Process Owner to all users of the Process.

All stakeholders shall always work in accordance with the last version of this Process as shared by the CRA.

1.4 Reading the Process

1.4.1 Process

The Process is further divided as follows:

i. Process Flow

The process flow is a logical set of tasks to accomplish the business objectives.

ii. Procedures

The procedures are a set of operational steps that need to be executed in conducting the tasks (complaint validation, investigation, and or resolution).

1.4.2 Process Flow Shape Definition

<table>
<thead>
<tr>
<th>Process Flow Shape Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task:</strong> A step within a process. This is the most frequently used shape in the process</td>
</tr>
<tr>
<td><strong>Start / End Event:</strong> Indicates the start/end of a process.</td>
</tr>
<tr>
<td><strong>Decision:</strong> Indicates a decision point in the process with predefined alternatives e.g. yes, no.</td>
</tr>
<tr>
<td><strong>Connector:</strong> Indicates the flow of tasks within the process.</td>
</tr>
</tbody>
</table>
Definitions and Glossary of Terms

In this Process, the below words and expressions shall have the following meaning:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>CRA</td>
<td>Communications Regulatory Authority</td>
</tr>
<tr>
<td>CA</td>
<td>Consumer Affairs</td>
</tr>
<tr>
<td>Service Providers (SP)</td>
<td>Ooredoo Qatar and Vodafone Qatar</td>
</tr>
<tr>
<td>Consumer</td>
<td>Telecom Consumers in Qatar</td>
</tr>
</tbody>
</table>

2. Chapter 2: Consumer Complaints Process

2.1 Reference to the Relevant Laws and Regulations

- The Emiri Decree
  The CRA is empowered under Article 16(2) of the Emiri Decree (No. 42 of 2014) to “set regulations and systems for the management and settlement of consumer complaints, within the framework of the Authority’s functions;” Pursuant to these provisions, the CRA has created and customized a process for “complaints handling.”

The Telecommunications Law and Executive By-Law also has provisions which support this process, as set out below:

- The Telecommunications Law – Decree 34 of 2006 states the following:
  - Article 61: Dispute Resolution by the General Secretariat
    “The General Secretariat shall resolve disputes arising between service providers and between service providers and others and the decision of the General Secretariat shall be final and binding.

    A suit regarding the dispute shall not be accepted as initiated unless a decision is issued by the General Secretariat or sixty days from the date of submission of the dispute to the General Secretariat have lapsed, whichever is earlier.”

  - The Executive By-Law – Number (1) of 2009 regulates the rules and procedures for Dispute Resolution through the following provisions:

    - Article 124:
      “Where a customer other than a Service Provider has a dispute with a Service Provider that the parties have been unable to resolve among themselves, by means of the Service Provider’s customer complaint process approved by the General Secretariat, either party may request the assistance of the General Secretariat to resolve the dispute, and the General Secretariat may take any of the following measures:

      (1) Assign members of its staff or an expert consultant to attempt to resolve the dispute.
(2) Issue a decision to resolve the dispute and the decision shall be binding.
(3) Take such other action, as it deems appropriate.
(4) Direct the parties to refer the dispute to the competent Court"

- And Article 126 states the following

  “Service Providers shall be subject to the dispute resolution processes defined or initiated by the General Secretariat pursuant to the Law and this By-Law or any other applicable laws, regulations or procedural rules. Service Providers shall also be subject to any customer complaint procedures established or approved by the General Secretariat.”

- Taking into consideration these various legal requirements, the CRA has prepared this process to align with the principles set out in the legislative instruments mentioned.

2.2 Process Scope and Stakeholders:

2.2.1 Process Scope:

The consumer complaints process indicates the flows and procedures that empowers the CRA and Service providers (Ooredoo Qatar and Vodafone Qatar) to manage handling the telecom consumer complaints lodged to the CRA from the telecom consumers in Qatar.

2.2.2 Stakeholders:

CRA (Communications Regulatory Authority)
Licensed Service Providers (Vodafone Qatar & Ooredoo Qatar)
2.3 Process Flow:

2.4 Procedures:

<table>
<thead>
<tr>
<th>Responsibility</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer</td>
<td>1- Customer Lodged his complaint with CRA</td>
</tr>
<tr>
<td></td>
<td>Customer to lodge his complaint with the CRA through any of the CRA complaints channels (After lodging his complaint with Service Provider first)</td>
</tr>
<tr>
<td>Communications Regulatory Authority</td>
<td>2- Acceptance Criteria met</td>
</tr>
</tbody>
</table>
The acceptance criteria that should be met/verified (Case has to be one of the below, so CRA can accept the consumer complaint):

- Service disconnection complaint that’s has remained open/unresolved for 48 hours for mobile or 72 hours for fixed line.
- The complaint is not related to a service disconnection and remain unresolved for 30 calendar days and/or customer is dissatisfied with the resolution offered.
- The customer applied for a new fixed line service, and it has not been delivered after 10 working days from the date a valid order was received or the timeline as agreed with the Customer, while his complaint is open with the service provider for 48 hours and no alternative solution provided.
- The service provider refused to lodge the customer complaint.
- The customer is a special need registered with Qatar Society for the Rehabilitation of Special Needs and his complaint whether mobile or fixed line (Disconnection or non-disconnection) is remain unresolved for 48 hours.

If any of the above conditions met, move to step 4, if No; go to step 3.

<table>
<thead>
<tr>
<th>Communications Regulatory Authority</th>
<th>3- CRA to Reject the Complaint</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The CRA will reject the consumer complaint and close as invalid.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Communications Regulatory Authority</th>
<th>4- CRA to validate the complaint details</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>The CRA will validate the details of the consumer complaints to make sure that they have a legitimate complaint, also the CRA will collect information from the customer like;</td>
</tr>
<tr>
<td></td>
<td>- QID.</td>
</tr>
<tr>
<td></td>
<td>- Affected Service number and/or account number</td>
</tr>
<tr>
<td></td>
<td>- Reachable contact number or authorized person’s contact.</td>
</tr>
<tr>
<td></td>
<td>- Date and time of the call/visit (if applicable).</td>
</tr>
<tr>
<td></td>
<td>- Complaint reference number (if applicable) and reason for lack of it.</td>
</tr>
<tr>
<td></td>
<td>- Any other applicable details that will support the investigation like; SMS Screenshots, Network Coverage location, House number or electricity number etc.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Communications Regulatory Authority</th>
<th>5- Valid Complaint</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Based on the previous steps, the CRA will identify whether the complaint is valid or not. If Yes; move to step 6. If No; return to step 3.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Communications Regulatory Authority</th>
<th>6- CRA to lodge the complaint with the service provider</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CRA will send the complaint to the service provider with the proper description and details (under step 4) that empower the service provider to investigate.</td>
</tr>
</tbody>
</table>

<p>| Service Provider | 7- SP to do the investigation to resolve the complaint |</p>
<table>
<thead>
<tr>
<th>Step</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>Service provider will do their internal investigation and resolve the complaint</td>
</tr>
<tr>
<td>8</td>
<td>Customer is reachable</td>
</tr>
<tr>
<td>Service Provider</td>
<td>Service provider to check if the customer is reachable to update him? If Yes, move to step 10. If No, move to step 9 then 10. Service provider should contact the customer at least three times during different time.</td>
</tr>
<tr>
<td>9</td>
<td>Send text message to the customer with the update</td>
</tr>
<tr>
<td>Service Provider</td>
<td>Service provider to send SMS to the customer to inform him/her that the service provider was trying to reach him/her to cascade the update/offered resolution for him/her.</td>
</tr>
<tr>
<td>10</td>
<td>SP to give response to the CRA within 7 calendar days since complaint received</td>
</tr>
</tbody>
</table>
| Service Provider | Service provider to send response to the CRA, the response can be:  
- Final Investigation results/Resolution.  
- Update/Request for extension. |
| 11   | CRA to evaluate the SP response |
| Communications Regulatory Authority | The CRA will evaluate the response and details provided by the SP against the Applicable Regulatory Framework. |
| 12   | Satisfactory Resolution |
| Communications Regulatory Authority | Was the SP response satisfactory for CRA based on the Applicable Regulatory Frameworks? If Yes, move to step 19. (Close the case) If No, move to step 13. |
| 13   | Onsite verification required |
| Communications Regulatory Authority | Does the CRA need an onsite verification to verify details/data provided from SP? If Yes, move to step 15. If No, move to step 14. |
| 14   | CRA to Issue a Binding Resolution Decision |
| Communications Regulatory Authority | As per the telecom law, by-law and the telecom consumer protection regulation, the CRA will issue a binding decision to resolve the telecom consumer complaint. It's the service provider's responsibility to comply with the CRA decision. |
| 15   | Agree with SP on date/time and identify the required data to be verified onsite |
| Communications Regulatory Authority | - The CRA to communicate with the SP to Agree in advance on the date and time of the site visit and the verification requirements.  
- The CRA will provide SP with written consent from customer for this information to be shared with the CRA. |
| Communications Regulatory Authority | 16- Authorized CRA employees to attend for onsite verification |
| - CRA will have a specific list of employees who will have an authorization to attend for onsite verification. (List will be shared with SPs in advance)  
- For each case, the CRA will identify for the service provider who from the predefined list will attend for the onsite verification of this case.  
- Two authorized CRA employees will attend on SP site and conduct the onsite verification. |
| Communications Regulatory Authority | 17- CRA to make report and share with SP |
| - The authorized CRA employees will prepare an onsite conclusion report based on the findings and both (Authorized CRA employees & the nominated SP representative) will agree and sign on the findings while being onsite.  
- The CRA will then send specific request to the SP for taking corrective actions (if required). |
| Service Provider | 18- SP to take the corrective action (if any) based on CRA request  
Service provider is required to take the corrective action or any other measures to rectify the issues that the CRA addressing or provide a reasonable resolution. |
| Communications Regulatory Authority | 19- Case Closed |
| - The CRA will close the case once reaching a satisfactory resolution. |
هيئة تنظيم الاتصالات: إجراءات تقديم شكاوى المستهلكين

أبريل 2021
جدول المحتويات

<table>
<thead>
<tr>
<th>صفحة</th>
<th>الفصل الأول: حول هذه الإجراءات</th>
</tr>
</thead>
<tbody>
<tr>
<td>104</td>
<td>1. الغرض والهدف</td>
</tr>
<tr>
<td>104</td>
<td>2.1 النفق إلى الإجراءات</td>
</tr>
<tr>
<td>104</td>
<td>3.1 التعديلات على الإجراءات</td>
</tr>
<tr>
<td>104</td>
<td>4.1 الإطلاع على الإجراءات</td>
</tr>
<tr>
<td>105</td>
<td>1.4.1 الإجراءات</td>
</tr>
<tr>
<td>105</td>
<td>تعريف الأشكال التوضيحية الخاصة بمراحل سير العملية الخاصة بتقديم الشكاوى</td>
</tr>
<tr>
<td>105</td>
<td>المفاهيم ومجموعة المصطلحات</td>
</tr>
<tr>
<td>106</td>
<td>الفصل الثاني: إجراءات عملية تقديم شكوى المستهلكين</td>
</tr>
<tr>
<td>106</td>
<td>1. القوانين واللوائح الصادرة في هذا الشأن</td>
</tr>
<tr>
<td>107</td>
<td>2.2 نطاق الإجراءات وأصحاب المصلحة</td>
</tr>
<tr>
<td>107</td>
<td>1.2.2 نطاق الإجراءات</td>
</tr>
<tr>
<td>107</td>
<td>أصحاب المصلحة</td>
</tr>
<tr>
<td>108</td>
<td>عملية سير الإجراءات</td>
</tr>
<tr>
<td>109</td>
<td>الإجراءات</td>
</tr>
</tbody>
</table>
1. الفصل الأول: هذه الإجراءات

1.1 الغرض والهدف

تسعى "هيئة تنظيم الاتصالات" - بموجب السلطات والصلاحيات الممنوحة بها - لضمان المحافظة على مستويات عالية من الشفافية عند إصدار الإجراءات.

يكون الهدف من وضع إجراءات منظمة لعملية تقديم الشكاوى من قبل المستهلكين في تسهيل هذه العملية على المستهلك وفقًا:

- قيم "الهيئة" وقدمي الخدمات المرخص لهم بتحديد كيفية التعامل مع شكاوى المستهلكين (مقدمي خدمات الاتصالات).
- قيم "الهيئة" وقدمي الخدمات المرخص لهم بتحديد كيفية تقديم شكاوى المستهلكين.
- تحليل الشكاوى إلى إجراءات تكون تعتمد عليها "الهيئة" في تطبيق إجراءات ودقيقة، في ذلك تدقيق شكاوى المستهلكين.
- تحديد مسؤوليات أصحاب المصلحة فيما يتعلق بتطبيق إجراءات، على سبيل المثال: مقدمي الخدمات و"الهيئة".

يوضح هذا المستند إجراءات الخطوات المحددة لعملية التعامل مع شكاوى المستهلكين والإجراءات الأخرى ذات الصلة.

ملحوظة: لا تشمل هذه المستند التعليمات المتعلقة بمعالجة تطبيقات البرامج والأدوات المحترقة.

2.1 النافذ إلى الإجراءات

إدارة شؤون المستهلك التابعة لـ "الهيئة" هي المسؤولة عن استلام شكاوى المستهلكين. إذا فإنه يتوجب جميع الاستفسارات والتساءلات المتعلقة بإجراءات تقديم شكاوى المستهلكين إلى إدارة شؤون المستهلك التابعة لـ "الهيئة".

تقوم "الهيئة" بتقديم مبادئ مفيدة للاستفادة من تطبيق إجراءات التعامل مع شكاوى المستهلكين وإجراءات الأخرى ذات الصلة.

3.1 التعديلات على الإجراءات

الإجراءات المذكورة في هذا المستند تم الاتفاق عليها مع مقدمي الخدمات و"الهيئة". إدارة شؤون المستهلك التابعة لـ "الهيئة" هي الجهة التي أصدرت هذا المستند وستنوه هي مراجعة أي تغييرات مستقبلية في الموافقة عليها، وسيتم تدقيق التعديلات التي قد تجري على الإجراءات على النحو المبين أدناه:

<table>
<thead>
<tr>
<th>الرقم المرجعي للتغيير</th>
<th>الإصدار</th>
<th>طالب التغيير</th>
<th>التاريخ</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.1</td>
<td>2</td>
<td>هيئة تنظيم الاتصالات</td>
<td>2021/04/12</td>
</tr>
</tbody>
</table>

يجب أن يتم مراجعة هذه الإجراءات مرة واحدة على الأقل كل عامين وتتم تحديثها عند الضرورة. كما أنه يؤثر على "الهيئة" تقديم مقررة حول إضافة تعديلات من شأنها أن تسهم في تحسين جودة العمل وترتبط من كفاءة "الهيئة" في التعامل مع شكاوى المستهلكين. وتحقيق فيها وحلها في وقت وнемوجب أخطر. ويتم تنفيذ التعديلات على الإجراءات إتباع العملية الموضحة أدناه:

- ترسل المقررة المتعلقة بالتعديلات أو التحديثات إلى إدارة شؤون المستهلك كتابة.
- يتعلق على من قام بوضع هذه الإجراءات (إدارة شؤون المستهلك التابعة لـ "الهيئة") مراجعة التعديلات أو التحديثات المقررة على سير العملية والأفراد والإجراءات وتحديما إذا كان من الضروري تنفيذ هذه التعديلات أو التحديثات أم لا.
يرجى ملاحظة أن النص الكامل غير مكتمل في الصورة المقدمة.
التعريف | المصطلح
---|---
هيئة تنظيم الاتصالات | سي أيه (CRA)
إدارة شؤون المستهلكين | سي أيه (CA)
شركة أريدُ قطر وفودافون قطر | مقدمي الخدمة (SP)
مستخدمي خدمات الاتصالات بقطر | المستهلك

2 الفصل الثاني: إجراءات عملية تقديم شكوى المستهلكين

1. القوانين واللوائح الصادرة في هذا الشأن

- المرسوم الأميري يحق لهيئة تنظيم الاتصالات بموجب البنود 16 (2) من المرسوم الأميري (رقم 42 لسنة 2014) وضع اللوائح والأنظمة الخاصة بإدارة شكاوى المستهلكين وتسويتها في إطار نطاق عمل الهيئة ومهامها.

- قامت هيئة تنظيم الاتصالات بموجب هذه الأحكام بإعداد عملية" التعامل مع الشكاوى".

يتضمن قانون الاتصالات واللائحة الداخلية أحكاما تنص على ضرورة تنفيذ هذه العملية على النحو الموضح أدناه:

- ينص قانون الاتصالات – الصادر بالمرسوم رقم 34 لسنة 2006 على الآتي:

  المادة 61

  قيام الأمانة العامة بحل النزاع

"تختص الأمانة العامة بحل النزاعات بين مستخدمي الخدمة فيما بينهم ومقدمي الخدمات وغيرهم، ويكون قرارها الصادر في هذا الشأن نهائيا وملزما." 

لا يتم النظر في القضايا المقدمة في إطار النزاعات الناشبة بين الأطراف مالم تصدر الأمانة العامة قرارا بهذا الشأن أو بعد مرور 60 يوم من تاريخ تقديم النزاع إلى الأمانة العامة للبت فيه بحسب أيهما أقرب.

- اللائحة التنفيذية للقانون رقم (1) لسنة 2009 الذي ينظم قوانين وإجراءات حل النزاع من خلال الأحكام الآتية:

  المادة 124:

  "حال نشوب نزاع بين عمل أخر غير مقدمي الخدمة وبين أحد مقدمي الخدمة، ويعترض على الأطراف حله فيما بينهم من خلال إجراءات الشكاوى التابعة لمقدم الخدمة والمعتمدة من قبل الأمانة، فإنه يجوز للأطراف - في هذه الحالة - طلب مساعدة الأمانة العامة في فض هذا النزاع الناشب، وستقوم الأمانة العامة - في هذه الحالة - باتخاذ أي من الإجراءات الآتية:

  1) تعين أعضاء بفريقها أو خبير استشاري لمحاولة فض النزاع

  2) إصدار قرار للتبت في النزاع الناشب، على أن يكون قرارها هذا نهائيا للأطراف

  3) اتخاذ أي إجراء آخر وفق ما تراه مناسبًا"
(4) توجيه الأطراف لإحالة النزاع إلى المحكمة الخاصة

تنص المادة 126 على الآتي:

"يتعين على مقدمي الخدمة الامتثال لإجراءات فض النزاع المحددة أو الملتقية من قبل الأمانة العامة بموجب القانون أو اللائحة التنفيذية أو غيرها من القوانين أو اللوائح الإجرائية المطبقة، وكذلك اتباع الإجراءات المتعين اتخاذها للتعامل مع شكاوى المستهلكين المقررة والمتعينة من قبل الأمانة العامة.

أعدت هيئة تنظيم الاتصالات - في إطار المتطلبات القانونية المختلفة - هذه الإجراءات لتتمثل للمبادئ المنصوص عليها في الوثائق التشريعية المذكورة.

2.2 نطاق الإجراءات وأصحاب المصلحة

1.2.2 نطاق الإجراءات

تشير إجراءات الشكاوى المقدمة من المستهلكين إلى الإجراءات التي من شأنها أن تمكن "هيئة تنظيم الاتصالات" ومقدمي الخدمة (شركة فودافون قطر - شركة أريذ قطر) من الإدارة الفعالة وكذلك معالجة وحل الشكاوى المقدمة إلى "هيئة تنظيم الاتصالات" من مستهلكي خدمات الاتصالات في قطر.

2.2 أصحاب المصلحة

• هيئة تنظيم الاتصالات (CRA)
• مقدمو الخدمات المرخص لهم (شركة فودافون قطر - شركة أريذ قطر).
• مستهلكي خدمات الاتصالات.
3.2 سير الإجراءات

إجراءات شكاوى المستهلكين

3. تقدم المستهلك الشكوى إلى هيئة تنظيم الاتصالات
4. تحقق هيئة تنظيم الاتصالات من تفاصل الشكوى
5. صحة الشكوى؟
6. يقدم هيئة تنظيم الاتصالات الشكوى إلى مقدم الخدمة
7. قم بمقدمة الخدمة بالخدمات اللازمة لحل الشكوى
8. يلتزم مقدم الخدمة ويلتزم الفواتير
9. يتم التوصل للمستهلك لحل الشكوى
10. يقوم مقدم الخدمة بالدعاية على الشكوى
11. قرار مفاده لأي مطالبة من جانب المستهلك الرسمية
12. هل الحل مقبول؟
13. قم بمقدمة خدمة في مقر
14. قرار مفاده لل شكوى
15. الاتفاق مع مقدم الخدمة على تطبيق النص النص ذي الفائدة لل <<= و.department
16. يقوم موظفي الهيئة بالإجابة على الشكوى لصالح الشكوى
17. تقوم الهيئة بإصدار القرار النهائي
18. اختبار مقدمة الخدمة لإجراءات الشكوى

*لاحظة: ملاحظة الرسمية وال órgão لرفع الإجراءات
<table>
<thead>
<tr>
<th>المهام</th>
<th>الجهات المعنية</th>
</tr>
</thead>
<tbody>
<tr>
<td>1- تقديم المستهلك الشكاوى إلى هيئة تنظيم الاتصالات</td>
<td></td>
</tr>
<tr>
<td>يقوم المستهلك بتقديم الشكاوى إلى &quot;هيئة تنظيم الاتصالات&quot; عن طريق أي وسيلة من الوسائل التي تحددها الهيئة لاستقبال هذه الشكاوى (شروط أن يتم تقديم الشكوى أولاً إلى مقدم الخدمة).</td>
<td>المستهلك</td>
</tr>
<tr>
<td>2- تحقق معايير قبول الشكوى</td>
<td></td>
</tr>
<tr>
<td>المعايير المتبعت من تحققة قبول الشكوى، أي إنه في حالة تحقق واحدة من الحالات الموضحة أدناه، فإنه يجوز لـ &quot;هيئة تنظيم الاتصالات&quot; قبول الشكوى المقدمة من المستهلك:</td>
<td></td>
</tr>
<tr>
<td>- شكوى انقطاع الخدمة التي مازالت قائمة أو لم يبت في أمرها لأكثر من 48 ساعة بالنسبة للهاتف المحمول أو أكثر من 72 ساعة بالنسبة لخطوط الاتصالات الثابتة.</td>
<td></td>
</tr>
<tr>
<td>- الشكاوى غير المتعلقة بانقطاع الخدمة والتي لم يبت في أمرها لأكثر من 30 يوماً أو أن يكون المستهلك غير راضٍ عن الحلول المقدمة بشأن تلك الشكوى في حال تم تلقي الشكوى.</td>
<td></td>
</tr>
<tr>
<td>- تقدم المستهلك طلب الحصول على خدمة جديدة لخط الاتصالات ثابت ولم تصله الخدمة في غضون 10 أيام عمل من تاريخ تسلم طلبه المقدم بشكل صحيح أو وفق الجدول الزمني المتفق عليه مع المستهلك وطلبت شكواه المتعلقة بالتأخير قائمة ولم تثبت فيها من قبل مقدم الخدمة لمدة 48 ساعة ولم يقدم حل بديل.</td>
<td></td>
</tr>
<tr>
<td>- رفض مقدم الخدمات تلقي شكوى المستهلك من الأساس. في حالة ما إذا كان المستهلك من ذوي الاحتياجات الخاصة وسجل في الجمعية القطرية لتأهيل ذوي الاحتياجات الخاصة في قطر، وشكواه مازالت قائمة ولم يبت فيها خلال 48 ساعة وذلك سواء أكانت تلك الشكوى متعلقة بالهاتف المحمول أو خطوط الاتصالات الثابتة وسواء أكانت الشكوى بخصوص فصل الخدمة أو بأي شيء آخر.</td>
<td></td>
</tr>
<tr>
<td>- في حالة تحقق أي من الشروط المذكورة أعلاه، انتقل إلى الخطوة 4، أما إذا لم تتحقق أي الشروط، انتقل إلى الخطوة 3.</td>
<td></td>
</tr>
<tr>
<td>3- رفض هيئة تنظيم الاتصالات للشكوى</td>
<td></td>
</tr>
<tr>
<td>سوف ترفض هيئة تنظيم الاتصالات شكاوى المستهلك وسوف تحفظها لعدم استيفائها للمعايير والشروط.</td>
<td></td>
</tr>
</tbody>
</table>
4 - تحقق هيئة تنظيم الاتصالات من تفاصيل الشكوى

تستعمل "هيئة تنظيم الاتصالات" على التحقق من صحة التفاصيل المتعلقة بشكاوى المستهلك بعه النتأكد من مدى صلاحية الشكوى، كما أنها ستقوم بجمع المعلومات الإضافية منهم، كما هو مبين على النحو التالي:

- رقم بطاقة الهوية الوطنية.
- رقم الخدمة المعلطة أو رقم الحساب.
- أرقام الإتصال التي يسهل الوصول إليها أو أرقام الإتصال الخاصة بالأشخاص المفوضين.
- تاريخ وموقع المكالمة أو الزيارة (إذا وجد).
- الرقم المرجعي للشكاوى (إذا وجد) والسبي وراء عدم وجوده.
- أي تفاصيل أخرى معروفة بها ومن شأنها أن تدعم التحقيقات، مثل: لقطات الشاشة لخدمة الرسائل القصيرة ومكان تغطية الشبكة ورقم المنزل أو رقم عدد الكهرباء، وما إلى ذلك.

5 - الشكوى الصحيحة

بناءً على الإجراءات السابقة، تقوم "الهيئة" بتحديد مدى صحة الشكاوى المقدمة من عدمه.

إذا كانت الإجابة بـ "نعم" (الشكاوي صحيحة)، فإنه يجب الانتقال إلى الإجراء رقم 6.

أما إذا كانت الإجابة بـ "لا"، فإنه يجب الرجوع إلى الإجراء رقم 3.

6 - تقدم هيئة تنظيم الاتصالات الشكوى إلى مقدم الخدمة

تقوم "الهيئة" بإرسال الشكوى إلى مقدم الخدمة مع تزويدهم بكافة البيانات والتواصل اللازمة (كما هو موضح في الإجراء رقم 4) والتي من شأنها أن تسمح لهم بإجراء التحقيق فيها.

7 - فصل مقدم الخدمة بالتحقيقات اللازمة لحل الشكاوى

سعود مقدم الخدمات إلى إجراء التحقيقات الداخلية لحل الشكاوى المقدمة.

8 - إمكانية الوصول إلى المستهلك

يُ ينبغي على مقدمي الخدمات التحقق مما إذا كان يسهل الوصول إلى المستهلك لإعلامه على آخر المستجدات في هذا الخصوص.

في حالة إمكانية الوصول إليه، فإنه يجب الانتقال إلى الإجراء رقم 10.

أما إذا تقرر ذلك، فإنه يجب الرجوع إلى الإجراء رقم 9 ومن ثم الانتقال إلى الإجراء رقم 10.

يُعين على مقدمي الخدمة محاولة التواصل مع المستهلك ثلاث مرات على الأقل في أوقات مختلفة من
9. إرسال رسالة نصية إلى المستهلك بأخبار التحديثات

يتعين على مقدمي الخدمات إرسال رسالة نصية إلى المستهلك لإعلامه بالتحديثات من أجل موافقة المستهلك على التطورات وكذلك تقديم الحلول فيما يتعلق بالشكاوى المقدمة من المستهلك.

<table>
<thead>
<tr>
<th>رقم</th>
<th>مقدمة الخدمة</th>
</tr>
</thead>
<tbody>
<tr>
<td>9.1</td>
<td>يقوم مقدم الخدمة بإرسال رسالة نصية إلى المستهلك.</td>
</tr>
<tr>
<td>9.2</td>
<td>يتعين على مقدمي الخدمات إرسال الردود إلى &quot;الهيئة&quot;.</td>
</tr>
</tbody>
</table>

10. تقوم "الهيئة" بإرسال الردود إلى مقدمي الخدمات بعد 7 أيام تقوميه من تاريخ استلام الشكوى.

<table>
<thead>
<tr>
<th>رقم</th>
<th>مقدمة الخدمة</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.1</td>
<td>يقوم &quot;الهيئة&quot; بإرسال الردود إلى مقدمي الخدمات بعد 7 أيام تقوميه من تاريخ استلام الشكوى.</td>
</tr>
<tr>
<td>10.2</td>
<td>يتعين إرسال الردود إلى &quot;الهيئة&quot; بنتائج التحقيق النهائي أو الحلول.</td>
</tr>
</tbody>
</table>

11. تقييم "الهيئة" لرد مقدم الخدمة

<table>
<thead>
<tr>
<th>رقم</th>
<th>مقدمة الخدمة</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.1</td>
<td>تقييم &quot;الهيئة&quot; لرد مقدم الخدمة حيث تبحث &quot;الهيئة&quot; عن نتائج التحقيق النهائي أو الحلول.</td>
</tr>
</tbody>
</table>

12. مدى الرضاء عن الحلول

<table>
<thead>
<tr>
<th>رقم</th>
<th>مقدمة الخدمة</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.1</td>
<td>هل تعد الردود الواردة من مقدمي الخدمات بالنسبة لـ &quot;الهيئة&quot; مرضية بال agré من الأطر التنظيمية المعتمدة؟</td>
</tr>
</tbody>
</table>

13. هل من حاجة للتحقق في مقر مقدم الخدمة؟

<table>
<thead>
<tr>
<th>رقم</th>
<th>مقدمة الخدمة</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.1</td>
<td>هل تحتاج &quot;الهيئة&quot; إلى إجراء التحقق في مقر مقدم الخدمة فيما يخص البيانات والتفاصيل الواردة من مقدمي الخدمات؟</td>
</tr>
</tbody>
</table>

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111 of 112
<table>
<thead>
<tr>
<th>رقم</th>
<th>محتوى</th>
</tr>
</thead>
<tbody>
<tr>
<td>14</td>
<td>اصدار هيئة تنظيم الاتصالات قرار ملزم لحل الشكوى نظرًا لقانون الاتصالات والائتلاف التنفيذية لقانون وسماحة رئيس الهيكل، يتصرف هيئة تنظيم الاتصالات قرار ملزم لحل شكاوى مستهلك الإنصاتات. وتوقع على عائد مقدم الخدمات مسؤولية الامتثال لقرار الهيئة.</td>
</tr>
<tr>
<td>15</td>
<td>الاتفاق مع مقدم الخدمة على تحديد البيانات اللازمة وموعد وتاريخ التحقق منها في مقر مقدم الخدمة يتبع على &quot;الهيئة&quot; التواصل مع مقدمي الخدمات من أجل الاتفاق سلفاً على التاريخ والموعد المقرر لإجراء الزيارات الميدانية وكذلك المتطلبات المتعلقة بالتحقيق.</td>
</tr>
<tr>
<td>16</td>
<td>يقوم موظف الهيئة المصرح لهم بالقيام بالزيارة الميدانية للتحقيق يوجد لدى &quot;الهيئة&quot; قائمة محددة بالموظفين، يسمح لهم بحضور التحقيق الفعلي (سيتم مشاركة هذه القائمة مع مقدمي الخدمات سلفاً).</td>
</tr>
<tr>
<td>17</td>
<td>تقوم الهيئة بإعداد تقرير ويتم مشاركته مع مقدم الخدمة سيقوم موظفو &quot;الهيئة&quot; المخول لهم بإعداد التقارير النهائية بالموعد، كما سيقوم كل من موظفي &quot;الهيئة&quot; المخول لهم وممثلين مقدم الخدمة المعينين بموافقة على النتائج التي خلص إليها في الموقع ومن ثم التوقيع عليها.</td>
</tr>
<tr>
<td>18</td>
<td>اتخاذ مقدم الخدمة الإجراءات التصحيحية اللازمة (إن وجدت) بناءً على طلب هيئة تنظيم الاتصالات يستند على مقدمي الخدمات اتخاذ الإجراءات التصحيحية أو أي تداوير أخرى في سبيل حل المشكلات التي أفتقد &quot;الهيئة&quot; الضوء عليها أو تقديم حل معقول.</td>
</tr>
<tr>
<td>19</td>
<td>غلق الشكوى ستقوم &quot;الهيئة&quot; بغلق الشكوى بعدما يتم التوصل إلى حل مرضية بشأنها.</td>
</tr>
</tbody>
</table>