



Service Requestor/User Protection Document

- 1- The Service Provider must not put any conditions, obligations or restrictions on the user that contradict or violate any provisions contained in the Communication Act and its implementing regulations and licenses granted to communications services and information technology service providers, decisions, directives, regulations, and instructions issued by the Commission, including this document.
- 2- This document does not restrict any other rights to the user mentioned in any acts, regulations, resolutions, agreements or other documents applicable in Saudi Arabia.
- 3- Without prejudice to the provisions of the preceding paragraph (2), this document shall supersede all provisions that contradict with its resolutions, instructions, directives and previous directives issued by the CITC.

4- **The duties of the Service Provider to the applicant:**

- 4.1- The service provider must explain to the applicant prior to contracting with him/her the following:

4.1.1 The details of the required service prices including Service Tariff and any amount required to pay in advance at the beginning of the service contract or upon completion of service, if any.

4.1.2 Service details and its benefits that the Service Provider is obliged to provide

4.1.3 The details of the conditions and obligations on the applicant, as well as the consequences of non-compliance with the details, details of any discounts or offer/offers, if any, the start and end date of the offer/offers and any conditions or obligations applicable to the applicant when, during, or after the end of the discount or the offer/offers.

4.1.4 Any details related to these restrictions or exceptions on using the service and any fees will be applied when exceeding these restrictions or exceptions - if any.

4.1.5 Billing dates



4.1.6 Service modification and cancelling mechanism

4.1.7 The cases in which the service provider has the right to cancel or suspend the service for the user.

4.2 All the information referred in the previous paragraph should be explained as follows:

4.2.1 Easy and obvious phrases

4.2.2 To be available in Arabic and English upon request

4.3 The service provider must facilitate the service request procedures, and provide access to all his services in all its affiliated centers, and not to limit providing some his services in specific places exclusively

4.4 The service provider must open an electronic file for each user, and keep in it any service requests, as well as request documents, service bills and the complaints submitted by the user and have them kept in this file according to the saving period referred in the paragraph (4.6) herein.

4.5 The service provider must obtain the approval of the applicant, besides his knowledge and acceptance of all the terms, obligations and service provisions, according to service request mechanism and mean of service requested as described in this document.

4.6 The service provider must keep approval of the applicant referred in the previous paragraph for a period not less than one year from the date of cancellation of the service, unless there is a dispute based on this service, then the Service Provider has to retain the approval of the user until the expiration date of the dispute, and the Service Provider is responsible for proving the user's approval if there is any dispute taking into account the necessity to keep the origin of approval if it was a written approval.

4.7 When there is a request for a new service (mobile, land line, internet, data), it has to be according to a written contract after the investigation of the Service Provider on the origin of the applicant's ID. The contract shall include the following, as a minimum:

4.7.1 The applicant's data (full name , ID number, Nationality, contact number).

4.7.2 The required service information (Service Type, Package, Service No.)

- 4.7.3** The credit limit for the required service
- 4.7.4** The signature of the applicant on the service contract by writing his name fully.
- 4.7.5** The date of the service contract
- 4.7.6** The Service Provider's official data, signature, and stamp.
- 4.7.7** The details of the information of the referred paragraph of (4.1) of this document.
- 4.7.8** A copy of a valid ID signed by the applicant/ the user and issued originally by the Service Provider after the investigation of the Service Provider on the origin of the applicant's ID.
- 4.8** The Service Provider should provide the user with a copy of the Service Contract signed and stamped by the Service Provider, as well as enable the user to take a copy of the contract any time upon his demand, taking into account the period during which of the referred contract should be kept in file.
- 4.9** The Service Provider should not require the user to visit the customer service desk when he requests to add, modify, or change any added service. The added service means any service provided to the user, except for the new establishment of these services (mobile, land line, internet, data), or the service that requires the receipt of SIM cards and devices from the customer service desk.
- 4.10** When the user requests, through any of the means available to the service request, to add, modify, or change any added service, the Service Provider should send a text a message to the user's phone number in case of mobile communications services, and to the number specific by the user in case of fixed line and internet services. Such message should contain (the required service, a secret number to confirm the request and ask the user to resend a secret number to a number specified by the service provider in the same message in order to confirm the request and activate it in the event of his approval on the required service).
- 4.11** The Service Provider is not entitled to implement any user request unless ; the user resends the correct confirmation code and that it matches code sent to the user..



4.12 After the user's approval through sending back the confirmation code, the Service Provider should implement his request and send a text message confirming the implementation of his request including the service name. If the implementation was not done immediately, the Service Provider should send a text message confirming the receipt of the request and the expected time to activate the service, and send another message upon completion of request activation.

4.13 The Service Provider shall request the fixed line and internet users, who want to modify, add or terminate their services through telephone calls or other electronic services, to add a mobile number on which the request receipt confirmation messages and the activation confirmation messages. The user shall be responsible for updating this number in the case of changing it.

5- Bills:

5.1 The Service Provider should provide free means to enable the user to control his usage of any service used by him, whether it is prepaid or postpaid.

5.2 The Service Provider should provide the use, on regular basis, with correct, clear, and detailed bills according to the details described in the Telecom Act Bylaws, and the Telecom Service Provision Conditions. Bills should be provided free of charge in Arabic or English as selected by the user and should be sent to the user in paper or electronic form based on the user's request.

5.3 The Service Provider should include a statement within the bill indicating that the user has the **right** to review the bill, and to submit a complaint in the event he has an objection to it before the issue of the next bill.

5.4 The Service Provider does not have the right to bill any postpaid service fees in advance; and is not entitled also to claim for such fees from the user until the end of billing cycle for this service.

5.5 The Service Provider should keep the user's bills for a period not less than one year from date of issue or for a longer period as required by another act, unless there is a dispute on that bill; in this case the Service Provider shall keep these bills until the settlement of



this dispute. The Service Provider is responsible for proving the validity of these amounts when there is any dispute.

5.6 The Service Provider should provide the user automatically and without request with a proof of his receipt to any advance amount paid by the user showing the type of service the paid amount and date of payment. The Service Provider should keep this document in the user's file depending on the duration of keeping documents stipulated herein.

6- The credit limit of the user:

6.1 The Service Provider should determine a credit limit for each subscriber and include such limit in the service subscription contract and of the bill sent to the user.

6.2 The Service Provider should not raise the credit limit without the user's prior knowledge and consent. He should also meet the user's request to decrease the credit limit taking into account that the credit limit, after the decrease, should not be less than the minimum limit of the package value.

6.3 The Service Provider should enable the user to know his credit limit in any time by the following means: text messages - Voice calls - visiting the Customer Service Center, website/e-applications of the Service Provider.

6.4 The Service Provider should notify the user when his consumption reaches 80% of his credit limit by sending a text message (SMS) to the user concerning the mobile service and by any other appropriate mean for other services.

6.5 The Service Provider should suspend the service as soon as the amounts due from the user reach the agreed upon credit limit. The user may request to restore the services and to be granted a five-day grace period for payment provided that his consumption should not exceed 10% from his credit limit during this period.

6.6 The total bill amount should not exceed the amount of the credit limit. The total amount of the bill here which should not exceed the credit limit all the amounts the user is required to pay in one billing cycle, whether the amounts were repeated or non-repeated, except what is excluded in this document. In the case of non-payment of the



amounts owed by the user, the suspension of the service will continue during the next billing cycle, and the repeated service fees will be included in the next bill.

6.7 Suspension of service is limited to non- repeated fees, which cause an increase in the amount of the bill, but the service, which are calculated among the repeated fees of the services will not be suspended such as the unlimited internet and unlimited calling packages.

6.8 The following fees will not be exclusively subject to the credit limit:

6.8.1 The fees of the last call that took place before reaching the credit limit.

6.8.2 The fees of using the service while international roaming, if billed and claimed from the user during (150) days from the date on which the call made.

6.8.3 The increase of no more than 10% of his credit limit in case the user asked for the restoration of service after its suspension due to reaching the credit limit.

6.9 The Service Provider should inform the user, prior to his subscription in the service, of the cases excluded from the submission to the credit limit and before using the service while roaming internationally.

6.10 With the exception of the excluded cases, the Service Provider shall not require the user to pay any amounts that exceed the agreed upon credit limit.

7- Mobile internet:

7.1 The Service Provider should allow the user to use the mobile internet service only after requesting this service according to service requesting mechanism mentioned in this document.

7.2 The Service Provider should notify the user by SMS when he reaches 80% of the subscribed internet package.

7.3 The service provider should suspend the internet service when the user consumes the full amount of his data package, and notify the user via text message of suspending the service, how to restore the service, the cost of using the internet without the package and any other packages the user can use.



8. International Roaming Service

- 8.1** The service provider should not provide the service of International Roaming to the user unless the user requests for such service, according to the service request procedures described in this document.
- 8.2** The service provider should not provide the user with mobile internet service during international roaming unless the user asks for such service in a separate request when he requests for voice calls service and other telecom services, according to the service request procedures described in this document.
- 8.3** The service provider should notify the user via free of charge text message (sms) in Arabic and English as soon as he is connected to the network of a service provider in the country that he is travelling to, informing him of the following:
- 8.3.1 tariff for receiving voice calls .
- 8.3.2 tariff for making voice calls to a user inside Saudi Arabia.
- 8.3.3 tariff for making voice calls to a user within the country that he travels to.
- 8.3.4 tariff for sending a text message to a user in Saudi Arabia.
- 8.3.5 tariff for sending text message to a user within the country that he travels to.
- 8.3.6 tariff for the use of the internet in the country where he travels to.
- 8.3.7 Inform him that the calls made to other countries are subject to the international operator tariff.
- 8.3.8 Informing him of how to call the customer service during the international roaming.
- 8.3.9 Any restrictions or conditions on the use of the service while roaming may lead to the increase of the bill amounts.
- 8.3.10 the use of the service during the international roaming is not subject to the credit limit.



- 8.3.11 Select the least cost of service provider during the international roaming and remind him of adjusting his device settings to choose the service provider manually.
- 8.3.12 information on the available packages which helps in reducing the bill costs while international roaming and how to subscribe in such packages.
- 8.4 The short messages mentioned in the above paragraph should include information about all the service providers contracted in the country the user is traveling to.
- 8.5 The Service provider should enable the user to access to his customer service while roaming in any time free of charge.
- 8.6 The service provider should clarify the tariff unit sent by SMS to the user to use during international roaming .
- 8.7 The international roaming tariff sent to user should be the Saudi riyals.
- 8.8 The service provider should notify the user of any change in prices, before applying it to the user.
- 8.9 The service provider should allow the user, free of charge, to monitor his consumption during the international roaming.

9. Service Provider duties upon user's request to cancel service

- 9.1 The service provider should facilitate the procedures of service cancellation, and shall make this service available in all its centers, and not to limit the cancellation of some services in specific places only.
- 9.2 The service provider shouldn't require the customer to visit the service offices so as to cancel the service, except in cases of the final cancellation to the full basic service (mobile, fixed, internet, data) when the user was required to visit the customer service upon establishment of the service. The user should be allowed to request the cancellation of the added service through the means available at the service provider to request the service.
- 9.3 The user has the right to cancel the service and the service provider has to meet his request.



- 9.4 The service provider shouldn't charge any fee for the service that will be canceled starting from the date of user request of cancellation.
- 9.5 The service provider shall not oblige the user to a minimum duration of the service contract, unless approved by the CITC, or as issued by CITC in this regard. It is essential to secure the approval of the user on this period and the consequences of cancellation by the user prior to the elapse of the minimum period of the contract.
- 9.6 If there is a minimum period for the contract, this does not oblige the user to continue the service in case he desires to cancel or transfer the number to another operator before the completion of contract minimum period. This doesn't prejudice the right of the service provider to ask the user to pay the financial amounts in case of cancellation prior to the end of the minimum period, taking into account the conditions outlined in paragraph (9.5).
- 9.7 When the user requests to cancel the service, the service provider should send a text message to the user number – for mobile services - on the number specified by the user – for fixed and internet-. This message shall include (the required service to be cancelled- a confirmation code number. The is required to resend the code number to a certain number as specified by the service provider in the same message to confirm the service cancellation in case of the user's desire to continue in the cancellation process of the service).
- 9.8 The service provider shall not cancel the service until the user resends the correct confirmation code number that matches the number which has been sent to the user.
- 9.9 Following the user consent to the cancellation through resending the code number, the service provider should perform his request of service cancellation and send a text message of performing his request containing the name of the cancelled service.
- 9.10 The service provider should provide the user with a proof of his service cancellation request.

10. Service Suspension/Cancellation by the service provider



- 10.1 The service provider shall not entitled to suspend/cancel any service except in accordance with the cases stipulated in the Telecom Act Bylaws and in the document of Provision of Telecom Service Conditions, in addition to what the CITC issues in this regard.
- 10.2 The suspension of the service should precede the cancellation. It should be done by stopping the outgoing services, for a period not less than 15 days before the process of service cancellation.
- 10.3 The service provider should do the following before the suspension /cancellation of the service:
- 10.3.1 Send a notice to the user at least five days prior to the suspension/cancellation, via a text message (SMS) for mobile, or any other suitable means for other services, informing the user to avoid the reason for suspension /cancellation of the service, how it happens, the date of suspension/cancellation of service and another message one day before the suspension/cancellation of the service in case the cause for the suspension/cancellation of the service still exist.
- 10.3.2 The user should be given a period, not less than (30) days before the suspension of service from the date of the suspension cause, unless the reason for suspension is the bill amount reaching its credit limit.
- 10.4 The service provider should cancel the service after the expiration of (75) seventy-five days from the date of the cause for suspension/cancellation of the service if the user did not avoid the service cancellation cause during this period. The service provider shall not entitled to charge any fees after that date.
- 10.5 The service provider should limit the suspension/cancellation of the service to the number that was found the systemic cause for its service suspension/cancellation only. The service provider is not entitled to suspend/cancel other user services because of the existence of a valid reason for the suspension/cancellation of a number/other numbers.
- 10.6 The service provider's policy as regards to the cancellation of prepaid numbers and their extension based on their recharge shall be clear and announced by the user to the public via



his website. The service provider shall make such policy clear to the user upon contracting and make him sign for his approval and awareness about that.

10.7 Following the balance recharge, the service provider should notify the user, through SMS, of each extension for the date of prepaid numbers cancellation after the balance recharge. The message should include the new date for the cancellation of the service and the service provider shall not be entitled to cancel the service before the date shown to the user.

11. Users Complaints

11.1 The service provider should develop specific and clear procedures to deal with the complaints of users with a minimum of the following:

11.1.1 All procedures for dealing with the user complaints should be according to specific electronic system, in which all complaint procedures from the beginning of the complaint report until ending it shall be filed. This system should be interactive with the user as the user can respond to the service provider, and inquire about the course of the complaint procedures electronically

11.1.2 The submission of the complaint report should be available via all possible means whether electronic, telephone call or personal presence. The user should not be restricted to one means to report his complaint. Access to this means shall be is easy and clear.

11.1.3 The service provider should provide the user with a reference number for his complaint.

11.1.4 The procedures of the complaint handling should not exceed (15) fifteen days from the date of the complaint submission.

11.1.5 The user shall be allowed to escalate the complaint to a higher level at the Service Provider end within the specified fifteen-day period for the service provider to handle the complaint. The duration of handling complaints in the first phase (complaint processing stage) shall not exceed ten (10) days from the date of the complaint submission,. The period in the second phase (the escalation phase at the

Service Provider) shall not exceed five (5) days from the date of the escalation of the complaint. The user will be given a no less than two-day deadline to escalate the complaint from the date of his notification of the Service Provider's reply.

11.1.6 The complaint shall automatically be escalated to the second phase at the service provider after the elapse of 10 days from the date of the complaint submission without providing a solution to the user.

11.1.7 Following the complaint submission, the user should be informed of the expected duration to handle the complaint via a text message (SMS) showing how to follow up about the complaint. In case of the expiry of expected duration before handling the complaint, the user should be informed of the latest developments of his complaint handling and the new expected duration to do that. However, the duration of complaint handling should not exceed (15) fifteen days from the date of complaint submission, taking into account the duration of each phase of complaint handling for the service provider.

11.1.8 Upon the closure of the complaint, the user should be informed of the suggested solution in a written reply, via text message (SMS), electronically or in papers form. The service provider shouldn't write short phrases only such as (the complaint was handled). In case the service provider did accept the complaint, such non-acceptance should be justified and written and sent to the user via text message (SMS), electronically or by written papers. The message sent to the user (after the complaint closure in its first phase) should include his right for escalating the complaint at the service provider in case of his dissatisfaction with the given solution within two days of the date of his notification and inform him of the way of escalation. Such way of escalation should be simple and should be forwarded to a higher level at the service provider end and has to be given priority in its handling. The message should include (at complaint closure after its escalation) the right of the user to escalate the complaint to the CITC in case of his dissatisfaction with the provided solution within five days from the date of his notification. The message should also include the way of the complaint escalation to the CITC.



- 11.2 The website of the service provider should include the procedures of complaint handling clearly. Such procedures should also be printed and distributed free of charge at all customer services offices in both Arabic and English.
- 11.3 When the user objects to the validity of an amount claimed by the service provider, the service provider should stop its claim for this disputed amount and should not cancel/suspend the service because of that amount until till the complaint has been handled by the service provider. In case the user decided to escalate the complaint to the CITC, the service provider should continue with holding the complaint and should not cancel/suspend the service because of the disputed amount until the CITC issues a decision regarding this complaint. This doesn't relieve the user from payment of the remaining amount during the payment period determined in the bill.
- 11.4 the service provider should keep the complaint submitted by the user and its procedures in the user file referred to in this document, for a period not less than one year from the date of the complaint settlement. All documents required from the service provider to be submit to the CITC, should be kept with the complaint in case of the escalation of the complaint, depending on the type of each complaint in accordance with the details shown in appendix (1).
- 11.5 If the user decides to escalate his complaint to the CITC which forwards it to the service provider for more information about it, the service provider should:
- 11.5.1 Hold any financial claims related to the amount under objecting until the CITC makes a decision regarding the complaint.
- 11.5.2 Not cancel/suspend the service because of the disputed amount until the CITC makes a decision regarding the complaint.
- 11.5.3 Provide the CITC with a detailed reply on the complaint, and his reply about it.
- 11.5.4 Provide the CITC with a copy of the details of the complaint handling procedures.
- 11.5.5 Provide the authority with the complaint documents according to the type of each complaint per the details shown in appendix No.. (1).



- 11.5.6 Respond to the CITC within the regular period determined by the CITC.
- 11.6 If the service provider doesn't respond to the CITC regarding the required details and documents within the determined period, the CITC will review the complaint based on the available documents.
- 11.7 The service provider must, immediately upon its notification, implement the CITC decision regarding the complaint, .

Appendix No. (1)

	<u>Complaint type</u>	<u>The documents required from the service provider to submit to the CITC</u>
1	<u>Exceeding Credit limit</u>	The amount of the credit limit- details about the exceed amount and the complaint handling records
2	<u>Problems of International roaming bills</u>	The message sent to the user containing the name of the international operator and services prices, records of the complaint handling, providing the recorded clearing information (mobile number, time and date of the clearance/calls log to the complaint subject number) between the service provider and the foreign operator during the same billing cycle, detailed log of the disputed calls including the calling and called number, type of call, its date, its time, its duration/its volume and its price, the name of the foreign operator, its country.
3	Objection on adding a service/services done through the Subscription office	A paper document signed by the user requesting for the service, including all terms and conditions of the service as described in the users protection document, complaint handling record, copy of the service provider system that proves sending (a message of the service details containing the activation code, the order of entering the activation code by the user and a confirmation message



		to activate the service) record of the complaint handling.
4	Objection on adding a service/services done by contacting the customer service center, an IVR, text messages, the website applications and the marketing contact	The details of the user request, a copy of the service provider system that proves sending (a message of the service details containing the activation code, the order of entering the activation code by the user and a confirmation message to activate the service) record of the complaint handling
5	Objection on an error in the bill calculations	A detailed log of disputed calls/messages data, record of complaint handling.
6	Objection on an extra amount of the data service (the internet) above the subscribed package.	The details of the user request to demand the package, a copy of the service provider system that proves sending (a message of the service details containing the activation code, the order of entering the activation code by the user and a confirmation message to activate the service), copy of the following details (time, date, and volume of used data and remaining data). The message sent by the service provider stating that (80%) has been consumed from the package the user subscribed to, the order by the user for requesting the package and his consent to use the service according to the defined price by the service provider and according to the service request procedures outlined in the users protection document, record of complaint handling, detailed log of the disputed calls (in case of the objection on non-use)
7	Objection on charging the service fees during service suspension	A copy of the service provider system showing the date of service suspension and the calculated amounts after the suspension date.
8	Non-implementation of service cancellation requests	Service cancellation request should be according to the procedures mentioned in the users protection document.



9	Deduct from the balance	the detailed log of the disputed calls
10	Non recharge of balance	A copy of the service provider system showing the number that benefited from the recharge process, the history of the recharge and the registry of charge and deduct processes
11	Service disconnection	A report showing the cause of the problem, if any, methods of solving, what was done to solve it, the date of disconnection beginning and the date of its repair, and take the signature of the complainant on the report of the visit if a visit was needed
12	Service Degradation	Carry out the required measurements on the service, treat its degradation, if any, and make a report of the results of these measurements if a visit was needed.
13	Annoyance from SPAM SMSs	Determine the identity of the messages sender referred in the complaint. Determine the allocated service of the numbers included in the complaint.
14	Establishment of numbers unders names of persons without their request	A copy of the service provider system showing the service suspension and the amount of dept + a copy of documents of the objectionable numbers. After informing the complainant of those documents and filed an appeal of fraud, the service provider will be provided with the documents provided that the CITC will be given of what proves that the documents have been forwarded to the district police station to which the complainant belongs.
15	Lack of commitment to the confidentiality of user information	A copy of the service provider system showing the number of access times to the customer information, the staff who entered to these information, the reasons of their entrance and the the service provider's point of view about that.
16	Requests of the new telecommunications services	A report on the current services provided in the objectionable site, set a date to develop or cover the site in the future.



17	Complaints of annoyance	A copy of the disturbing number documents+ the calls log and messages between the two numbers.
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