

CODE OF COMMERCIAL PRACTICE

Local Loop Operators

1. Introduction:

1.1 To be added by the company.

2. Vision Statement:

2.1 To be added by the company.

3. Core Values:

3.1 To be added by the company.

4. Quality of Service (QoS) Standards:

4.1 <Service Provider Name> and its management is ready to provide the best available services in the country with state-of-the-art technologies and certified technical staff. <Service Provider Name> guarantees its consumers for high-end solutions at cost effective rates. There will be no compromise in the service quality standards of the solutions provided to the consumers.

4.2 Service Provider will provide its consumers the highest service quality that is in line with best international practices. Consumers will experience excellent service and response 24 / 7.

4.3 The <Service Provider Name> will ensure service quality as per the license and the applicable legal regime administered/ regulated by PTA.

4.4 Service Provider commits and assures to follow the QoS parameters as per license requirement and compliance with other 'Key Performance Indicators' (KPIs) as specified by the Authority from time to time.

5. Tariffs And Billing:

5.1 The <Service Provider Name> shall ensure that:

- i. No advertisement shall be launched or tariff shall be changed for any service to consumers without approval of the Authority, if such approval is required.
- ii. The consumers know the exact costs for all services prior to purchase, clearly expressed without any false or misleading information; explicitly disclosing the tariff rates, unit of charging, applicable taxes etc. in their advertisements.
- iii. The effective tariffs for all services are in accordance with the tariffs as published in advertisements.
- iv. In any event, not to pre-activate any tariff to consumer, optional in nature, without the consent of that consumer.
- v. No change in tariff shall be imposed by the operator unless a prior notice of seven (7) days is served through any of the means specified in sub-regulation (2) of regulation 7 of Telecom Consumers Protection Regulations, 2009

(hereinafter referred as the “TCP Regulations 2009”) as amended from time to time and the same is placed on the website of the concerned operator.

- 5.2 <Service Provider Name> shall provide detailed billing information (if required) to their consumers in accordance with License terms and conditions, Regulations/ Directives issued by the Authority, Code of Commercial Practice and Standard Contract of Service contract as approved by the Authority.

6. Security and Confidentiality of Information:

- 6.1 The <Service Provider Name> shall make every effort to protect the consumers’ privacy and to assure a secure network for the confidentiality of their information. In addition, <Service Provider Name> shall ensure that no information about consumers use of network or service is made available to any third person other than what is printed and published in service directories, agreed by the consumer after getting their consents on (a) Nature of Information to be disclosed (b) recipients of the information to be disclosed & (c) purpose of disclosure as required by any applicable law.

7. Service Interruption:

- 7.1 Consumers shall be entitled for uninterrupted services at all times, provided that in case of planned network system enhancements, updates or upgrades, the consumer shall be given thirty (30) days prior service interruption notice by the <Service Provider Name>.

Furthermore, in the case of unforeseen technical interruptions/faults, the <Service Provider Name> shall inform the reasons for the interruption and expected time of restoration of services to the consumer by any means listed in sub-regulation (2) of regulation 7 of TCP Regulations, 2009.

- 7.2 <Service Provider Name> shall take all reasonable and necessary steps in providing consumers with adequate arrangements/concessions in case of lengthy outages or service interruption for which due notice was not served.

8. Service Provisioning:

- 8.1 Consumers shall be able to select the Operator as well as the available services as per their own choice.
- 8.2 The services shall be provided to consumers in a fair, transparent, efficient and non-discriminatory manner.

9. Withdrawal of Service:

- 9.1 <Service Provider Name> shall not withdraw the provision of services or any category of services unless:-

- i. The <Service Provider Name> gives the Authority and affected consumers at least ninety (90) days prior written notice of such withdrawal; and
 - ii. Authority's prior written approval to such withdrawal is obtained.
- 9.2. <Service Provider Name> may withdraw the provision of services of any limited time offer or bundle packages from Consumers, provided that such withdrawal is approved by the Authority, if required, and thirty (30) days prior notice is given to Consumers:

Provided that in exceptional circumstances an operator may, with prior written approval of the Authority, withdraw the provision of services of any limited time offer or bundle package from Consumers. The operator shall notify the affected consumers after subject approval from the Authority:

Provided further that in case of limited time offer or bundle packages offered on a special occasion, the date of withdrawal of the special package shall be notified to the consumers clearly in all promotional modes of advertisement including but not limited to SMS, print, electronic media as well as on licensee's own website on the date of introduction of such packages and at the time of activation of the package on the request of a consumer. The notice required under sub-regulation (1) & (2) of regulation 6 of TCP regulation, 2009 shall be served to the consumers through any of the following modes:

- i. Personal services
- ii. Registered courier mail
- iii. Invoice / bill
- iv. Short Messaging Services and
- v. USSD
- vi. Electronic email

- 9.3 In addition to the above , the <Service Provider Name> shall post the subject notice required under sub-regulation (1) of regulation 6 of TCP regulations, 2009; on its own website (*provide website*) as well as shall publish the subject notice in the print media of the licensed service area from where withdraw of services or any category of services is intended by the operator.

10. Suspension and Disconnection of Services:

- 10.1 Subject to prior communication of suspension and disconnection policies to the consumers, <Service Provider Name> may suspend or disconnect a rendered service in accordance with their policies.
- 10.2 Without prejudice to the foregoing provisions of sub-regulation (1) of TCP Regulation and <Service Provider Name> shall give Fifteen days (15) days prior notice to consumers with approval of the Authority in case of suspension or disconnection of services, not less than once by any of the following means:
 - i. Personal service
 - ii. Registered/courier mail
 - iii. Telephone
 - iv. Fax transmission

- v. Electronic mail
- vi. Invoice/bill
- vii. Short Messaging Service; and
- viii. Print Media

Provided that the <Service Provider Name> shall clearly communicate the reasons for suspension/disconnection to the consumer along with the actions required on the part of that consumer to avoid such suspension/disconnection.

- 10.3 The <Service Provider Name> shall not suspend or disconnect a service to a consumer on account of which the consumer has paid all the dues, even if the consumer has defaulted in the payment to the <Service Provider Name> in relation to some other service(s).

Provided that the <Service Provider Name> may suspend/disconnect an individual service to a consumer by giving prior notice, which are subscribed by that consumer in his own name and the default is not cleared for any one of such connections.

- 10.4 The <Service Provider Name> shall not deny access to emergency numbers to a consumer, where the service is suspended for any valid reason.

- 10.5 The <Service Provider Name> shall restore services to a consumer within twenty four (24) hours when the consumer has taken all remedial steps, to the satisfaction of the <Service Provider Name>, in order to rectify the matter resulting in such suspension or disconnection by the <Service Provider Name>.

11. Non-payment of Bills and Billing Disputes:

- 11.1 Standard Contract of Service with the <Service provider name> sets out the terms on which service will be provided. This includes the advice on what he/she should do in the event of a dispute about the bill. If there is any dispute, the consumer must still pay the bill by due date and must notify the <Service provider name> of the dispute and provide the <Service provider name> with all the relevant details as under:

- i. The date and number of disputed invoice, service provided
- ii. The amount or service in dispute; and
- iii. The reason for the dispute; and
- iv. Any relevant supporting document

- 11.2 The <Service provider name> shall investigate the dispute. If decided in consumer's favor, the disputed amount will be adjusted in the next month's bill. Non-payment of the bill for two months may result in suspension of service about which consumer will be notified. Services will be terminated if dues are not paid for three consecutive months. The same will also be notified to the consumer in advance

12. Brands/ Products:

- 12.1 <Service Provider Name> will provide details/information about its brands/products in a clear manner to their consumers. The <Service Provider Name> will endeavour to propose to consumers the most appropriate package to meet their

expressed needs. Product details as well as any change therein shall also be shared with PTA for information/ record purpose.

13. Availability of Account Information:

13.1 The <Service Provider Name> shall provide information concerning consumers' accounts.

14. Billing Information:

14.1 <Service Provider Name>'s billing will be accurate. Billing and other account information shall be available to the consumer for information and can be used to settle any valid complaints. Bill containing basic details to consumer will be provided free of cost.

15. Bill Itemization:

15.1 The <Service Provider Name> will provide its consumers with an itemized hard copy bill on request which will bear reasonable charges. Soft copy of itemized bill will be emailed free of cost.

16. Refund Policy:

16.1 Security deposit (if any) paid at the time of installation shall be adjusted in the bill due to be paid and remaining amount/arrears to be paid to the consumer within 30 days.

17. Nature of Complaints:

17.1 Notwithstanding anything contained in any procedures provided in any law for the time being in force, the <Service Provider Name> shall entertain complaints of consumers in relation to any service, including but not limited to the following issues:

- i. Misuse of Services
- ii. Quality of Service
- iii. Illegal Practices
- iv. Poor Services
- v. Provision of Service
- vi. Misleading Statements
- vii. Non-Provision of Service

18. Complaint Handling Mechanism:

18.1 All complaints, at the first instance, shall be filed with the <Service Provider Name> against whom the complainant has any grievance.

18.2 For the purpose stated above, the <Service Provider Name> shall establish and maintain a consumer complaint handling mechanism.

18.3 The complaint handling mechanism shall be widely publicized and responsive to consumer complaints in a comprehensive and effective manner.

19. Modes Of Filing Complaints With Operators:

19.1 The <Service Provider Name> shall establish a round the clock consumer care call center having a dedicated helpline number <write helpline number> for lodging of consumer complaints.

Provided that where a complainant chooses to lodge a complaint in writing through a facsimile, e-mail (provide email address) , internet webpage (provide webpage) form or the post, guidance in this regard shall be extended by the <Service Provider Name> through the consumer manual.

19.2 The charges (if any) for consumers when accessing the helpline number shall be approved and not exceed the tariff determined by the Authority.

20. Procedure For Handling of Complaints:

20.1 Upon receipt of every consumer complaint, the <Service Provider Name> must register the said complaint through the allocation of a unique complaint number, to be communicated to the complainant along with the specific timeframe within which the <Service Provider Name> shall redress consumer grievance as soon as possible but not later than three working days.

20.2 An easy to access escalation path shall be set up by the <Service Provider Name>, if required by the Authority, to be followed by the complainant where the complainant is not satisfied with the redressal of the complaint or where no response has been received from the <Service Provider Name> when such complaint is lodged at the first level with the <Service Provider Name>.

21. Complaints filed with the Authority:

21.1 In the event that the complainant is not satisfied with the redressal of the complaint provided by the <Service Provider Name>, including but not limited to instances where the <Service Provider Name> fails to respond the complainant under Clause 20.2 of this document within three working days, the complainant shall then file the complaint with the Authority.

21.2 Complaints shall be registered with the Consumer Protection Directorate (CPD), Pakistan Telecom Authority Headquarters, Islamabad or its Zonal Offices where applicable by the customers personally or through their representative(s) by post, courier, online or email at compliant@pta.gov.pk in a manner specified below:

- i. The name and address of the complainant;
- ii. The name and address of the <Service Provider Name> against whom the consumer has grievances;
- iii. The nature of complaint and a brief statement of facts;
- iv. A copy of service contract or agreement pertaining to the complaint, if available;
- v. Proof of previous correspondence/ complaints filed with <Service Provider Name>; and
- vi. Specific relief or remedy sought

- 21.3 Upon receipt of every consumer complaint, the Consumer Protection Directorate or respective Zonal Office will acknowledge the said complaint as soon as possible but not later than three (3) working days through the allocation of a unique complaint number to be communicated to the complainant.
- 21.4 Upon admission of the complaint, the same shall be forwarded by the Consumer Protection Directorate or the concerned Zonal Office to the Service Provider for resolution of the same or for reply in writing, as the case may be.
- 21.5 The <Service Provider Name> shall communicate the redressal status report of the complaint, as directed by the Authority, simultaneously to the concerned consumer and the Authority within the same time limit as specified by the Authority.
- 21.6 Where the <Service Provider Name> is required to submit its reply on a given complaint, the Consumer Protection Directorate or the concerned Zonal Office, as the case may be, shall examine the <Service Provider Name> reply and dispose off the complaint by issuing appropriate order.
- 21.7 If no reply is received from the <Service Provider Name> within the given deadline, the Consumer Protection Directorate or concerned Zonal Office, as the case may be, may call the <Service Provider Name> and/or the consumer for hearing and shall pass an order accordingly which shall be binding on both the parties.
- 21.8 In the event that a complaint filed under sub-regulation (2) of regulation 15 of TCP Regulations reveals general deficiency or systematic inadequacy in the provision of services adopted by the <Service Provider Name>, the <Service Provider Name> shall take remedial steps in respect of all consumers and intimate the same to the Authority.
- 21.9 Without prejudice to the foregoing, the Authority may on its own, initiate appropriate action against <Service Provider Name>, for any activity or activities directly or indirectly, adversely affecting the interests of the consumers.

22. Dispute Resolution:

- 22.1 <Service Provider Name> will be focused on quick and appropriate action necessary to solve the problem and satisfy the consumers. The <Service Provider Name> is committed to quick resolution of formal complaints and will ensure that complaints are handled without bias or prejudice. In this regard, the <Service Provider Name> will ensure the following:
 - 22.1.1 If for some reason, a complaint is not sorted out promptly, consumers can complain to service provider in writing.
 - 22.1.2 The <Service Provider Name> will investigate the complaint and take appropriate measures to remedy the complaint and will inform the consumer within three (03) working days to apprise him/her of the outcome.
 - 22.1.3 Consumer may be invited for meeting to amicably resolve the dispute. In compliance to regulation (15) of Telecom Consumer Protection Regulations 2009, if the customer is not satisfied with the redressal of its complaint within three (03) working days, it may file

a complaint with the Consumer Protection Directorate, Pakistan Telecommunication Authority Headquarters, or its zonal offices as applicable personally, or by post or email at complaint@pta.gov.pk.

23. Policy on Disconnection

23.1 In relation to bad debt:

23.1.1 The <Service provider name> reserves the right to disconnect a consumer when his/her account falls into arrears and continually fails to make payment, as per terms and conditions of consumer's contract. All efforts shall be made to remind the consumer to pay any outstanding dues. In case it is not possible to contact the consumer, or if the consumer fails to respond to any of the reminders/final demands issued, then the <Service provider name> will disconnect service after giving fifteen (15) days perior notice.

23.2 In relation to fraud:

23.2.1 The <Service provider name> will try to contact consumers who are deemed to have supplied false or misleading information when applying for service. If they are able to give an adequate explanation for such information, disconnection of service will not occur otherwise service will be disconnected after giving fifteen (15) days perior notice. The <Service provider name> will try to contact consumers who have been detected as accessing the network or a consumers' network fraudulently. If accessing has been on the consumers' own side, the <Service provider name> will inform the consumer and will not disconnect unless the consumer requests such action. If accessing is affecting another party, the <Service provider name> will inform the consumer and may result in withdrawal of service until the <Service provider name> and/or the consumer are satisfied of the intentions.

24. Prohibited Actions:

24.1 The consumer is hereby specifically prohibited from engaging in any of the following actions while using <Service provider name> network:

24.1.1 Any course of action which compromises the performance, security or integrity of any servers or other computers or any other devices or software connected directly or indirectly to the internet outside consumer rights under the code of commercial practice/ Standard Contract of Service.

24.1.2 Any material increase in traffic levels for any unlawful purpose like email spamming, voice over IP etc. which can result in security intrusions on outside networks;

24.1.3 Any type of tempering or invasion of security system, password protection or encryption of the <Service provider name> or outsiders by consumer.

24.1.4 Infringement of any right of other internet users, service providers, content providers and/or any users of <Service provider name> systems through consumer's computer systems.

- 24.1.5 Any prohibited or unreasonably excessive use of spamming of electronic mail or similar information delivery system outside of consumer's right of use under this code of commercial practice/agreement through consumer computer systems.
 - 24.1.6 Transmission of voice on or through the data communication network;
 - 24.1.7 Any use or attempted use of services to reproduce, re-distribute, retransmit, publish, translate, transfer or exploit any information which is against the international rules and regulations such as spamming, Trojan attacks, virus propagations etc. should be prohibited.
 - 24.1.8 Any other activity prohibited by any applicable laws, rules, regulations, or license conditions of/framed under, but not limited to, the Act, Rules, Regulations, Determinations /Decisions/Directions/Instructions of Pakistan Telecom Authority.
- 24.2 The <Service provider name> hereby reserves the right to forthwith terminate this code of commercial practice/Standard Contract of Service by written notice to consumer in the event of consumer engages in or allows or commits any of the acts mentioned under relevant clauses. For the purpose of this clause, the above mentioned written notice shall be deemed to have been served on the consumer at the time/date on which such notice is dispatched.

25. Equipment Policy:

25.1 Equipment rental policy:

- 25.1.1 The equipment allocated (if any) by the <Service provider name> to the consumer will be installed and commissioned at the consumers' premises in the presence of consumers' staff to ensure its proper functioning and shall remain the property of the <Service provider name> and must be returned upon the termination of this code of commercial practice/Standard Contract of Service. Upon successful commissioning a service acceptance form shall be signed by the consumer.
- 25.1.2 During the term of code of commercial practice/ Standard Contract of Service, the consumer shall bear all the risks for the equipment provided by the <Service provider name>, including but not limited to the entire risk of loss, theft, mishandling, physical damage, improper power conditions (e.g. power shortage, power surge etc.) or destruction of the equipment or any other negligence on its part.
- 25.1.3 <Service provider name> may replace the defective equipment according to the following terms and conditions:
 - i. If the defective equipment is repairable then it will be sent for repair to the vendor and consumer has to pay for the expenses involved otherwise if the defective equipment is not repairable then consumer shall bear the replacement cost which will be the fair market value of new equipment, prevailing at that rate.
 - ii. Consumer has no authority to repair the defective equipment by itself or by any third party, whatsoever; in case the equipment is rented by <Service Provider Name>.

26. Turnaround time (TAT) of Complaint Resolution at Licensees' End:

26.1 <Service Provider Name> shall follow the TAT for the resolution of complaints as per KPIs listed vide applicable Regulations, SOPs, License conditions or any directive of Authority/authorized officer of Authority from time to time. A list of non-exhaustive nature of complaints along with proposed TAT against each nature of complaint is given below:

Nature of Complaint	Turnaround Time of Complaint Resolution (Working Days)
Refund of Amount	15 days
Non Provision of Service in an area/ coverage issues	10 days
Misleading Statements	7 days
Miscellaneous	7 days
Matter related to billing	Maximum 7 days (as per license condition)
Value added services/Packages	5 days
Verification Issues	4 days
Illegal Practices	4 days
Poor Consumer Services	2 days
SPAM reporting 9000	48 Hours (as per applicable SOP on Spam Reporting Mechanism)
Quality of Service	Maximum 48 hours (as per license condition)
Fault/Disruption in Services	Maximum 48 hours (as per license condition)
Misuse of Service	24 hours (as per applicable Spam Regulation)
Provision of Services	Maximum 24 hours (as per license condition)

27. Consumer Communication and Advertising:

27.1 The <Service Provider Name> will ensure clear and focused advertising through the following medium:

Electronic media, print media, sign boards, bill boards, sponsorship boards, multi-level marketing, direct sales, dealers and distributions network, e-marketing, social media marketing, sales conferences, brochures, flyers, handbills, and all other possible sources available in the future.

27.2 The <Service Provider Name> undertakes that no unfair advertisement policies shall be adopted by the company.

28. Indemnity:

28.1 The consumer hereby acknowledges and agrees to monitor and/or restrict the content accessed by the consumer (or by any other party through the consumer) using the services in order to comply with relevant and applicable laws, rules, regulations, licensing terms and conditions. The consumer hereby agrees to indemnify and keep <Service provider name> harmless from any loss, expenses, costs, damage or claim incurred by or occasioned to <Service provider name> as a result of use of the services by the consumer or any other person or party acting or through the consumer in any manner which may be deemed to be use of the

services in contravention of any provision of applicable law, rules, regulations or licensing conditions, or in violation of any intellectual property rights and rights of privacy.

29. Force Majeure:

29.1 <Service provider name> shall not be liable for any failure of performance hereunder due to causes beyond its reasonable control (“Force Majeure”) including without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other catastrophes, national emergency, insurrections, riots, wars or strikes, lockouts, work stoppages or other labour disputes, or any law, order, regulation, direction, action or request of any government or authority or instrumentality thereof. <Service provider name> obligation to perform shall be suspended for the duration of period of Force Majeure and shall resume as soon as reasonably possible, upon the cessation of the event of force majeure.

30. Confidential Information:

30.1 Unless consumer gives its consents in writing, or disclosure is pursuant to a legal proceeding, <Service provider name> shall keep confidential all information or data furnished by consumer or otherwise acquired by the <Service provider name> through performance, other than consumer’s name or address. Unless required by law, such information will not be released by the <Service provider name> to anyone other than; (i) consumer, (ii) another telecommunication carrier provided that the information is to be used for the provision of Prepaid Calling Card service and disclosure is made on a confidential basis with the information to be used solely for that purpose (iv) an agent retained by the <Service provider name> to collect outstanding dues payable by the consumer, (v) a law enforcement agency.

31. Effective Date:

31.1 The terms and conditions set forth above are effective as of and shall remain in effect unless revoked or terminated by the <Service provider name> with prior written notice to the consumer.

32. Consumer Rights/ Obligations Regarding Data Protection and Privacy:

32.1 The <Service provider name> will not disclose any personal information (such as name, account number, address, and billing information) to unaffiliated third parties without the proper consent, unless disclosure is necessary to comply with statutory requirements, court orders or other lawful process or properly authorized governmental investigation. The <Service provider name> also recognize individual rights to privacy in online transactions.

32.2 Consumer’s statutory rights are not affected by this code of practice.

33. Social Responsibility:

33.1 <Service provider name> strives to be responsible corporate citizen in the communities where it does business. This requires the <Service provider name> to provide the public with appropriate and accurate resources to enquiries, to be sensitive to environmental concerns, and generally to contribute to the well-being of the community.

34. The Environment:

34.1 The <Service provider name> will comply with all applicable environmental laws and regulations in the country. The health and safety of consumers or fellow employees, and the communities in which the <Service provider name> operates is important. Environmental issues and concerns form an integral part of <Service provider name> business decisions and transactions.

35. Fair Commercial Practice:

35.1 The <Service Provider Name> will never adopt any unfair commercial practices and will always follow the TCP Regulations, Determinations/Decisions/Directions/Instructions issued by Pakistan Telecom Authority.

36. Publication of Consumer Manual:

36.1 <Service Provider Name> shall publish a consumer's manual and shall advertise the same in accordance with regulation 17 of TCP.

37. Directions of the Authority:

37.1 All directives, guidelines and orders etc. issued by the Authority in pursuance of TCP Regulations shall be binding on the <Service Provider Name> and the consumers.

38. Disclaimers:

38.1 <Service Provider Name> is not responsible for service interruption and delays that are outside its control; for instance, but not limited to, those caused by national security imperatives, natural calamity, vandalism or action by third parties. It's <Service Provider Name> highest priority to maintain and secure the information regarding the customer and will only be shared as per laws of Pakistan.

39. Governing Laws And Applicable Statutes:

39.1 The provision of services by the <Service Provider Name> shall be governed by, and these terms and conditions shall be construed in accordance with, the laws of Pakistan without giving effect to the conflicts of law principles thereof. Moreover, Determinations/Decisions/Directions/Instructions of Pakistan Telecommunication Authority (PTA) the statutory body with the function of regulating the telecom industry in Pakistan issued from time to time shall also be applicable. The following laws are also applicable:

- i. Pakistan Telecommunication (Re-organization) Act, 1996.
- ii. Pakistan Telecommunication Rules, 2000 and any other rules issued by Govt. of Pakistan from time to time.
- iii. Pakistan Telecommunication Authority (Functions and Powers) Regulations, 2006 and any other PTA Regulations issued / amended from time to time.

- iv. Telecommunication Consumer Protection Regulations, 2009 as amended from time to time.
- v. Terms and conditions of the license issued to the <Service Provider Name> by PTA.