

## **TERMS AND CONDITIONS**

### **1. DURATION AND RENEWAL OF THE LICENSE**

- This General Authorization is valid for the period of 5 years from its effective date, unless replaced or revoked by the Regulatory Authority.
- Not less than three (3) months before the expiry of the existing license, the authorization holder may apply to the Regulatory Authority for renewal and the procedure for the renewal is the same as that applicable to the granting of the original authorization. The Authorization may be renewed by the Regulatory Authority upon request of the Licensee, provided the Licensee has:
  - i. Complied with the requirements of the Authorization terms and conditions and with the applicable laws and regulations, and;
  - ii. The Regulatory Authority, on the basis of a submitted application and subject to the fulfilment of all requirements, issues the license or reject the licensee's application within three (3) months from the date of receipt of the corresponding application.
  - iii. If the Licensee does not submit a request for renewal within the specified period, then this Authorization must be terminated on the expiration of its then-current term.
  - iv. The procedure for renewal must be in accordance with the relevant laws and Regulations

### **2. OWNERSHIP AND CORPORATE OBLIGATION**

- The Licensee's shareholding structure is as contained in the application file.
- The Licensee must comply with the following conditions on ownership:
  - i. to notify the Regulatory Authority in writing of any changes to its ownership and control structure;
  - ii. to notify the Regulatory Authority of any joint venture into which it enters with any:
    - a. person; or
    - b. entity holding a licence issued by the Regulatory Authority.

### **3. APPLICABLE FEES**

The licensee must pay to the Regulatory Authority the following:

- a. Application fee;
- b. General Authorization fee;
- c. The regulatory fee as may be decided by the board decision and
- d. Other fees provided under relevant laws and regulations.

#### **4. AUDITED ACCOUNTS**

- The Licensee must submit to the Regulatory Authority audited accounts on an annual basis within ninety (90) days immediately after end of the financial year of the License.

#### **5. COMPLIANCE WITH THE LAW AND REGULATORY REQUIREMENTS**

- The Licensee must comply with the provision of the ICT Law and other applicable laws and regulations in force of Republic of Rwanda.

#### **6. PROVISION OF AUTHORIZED SERVICES**

- The Licensee must provide authorized services in accordance with the applicable recommendations of National and International standards.
- The Licensee must not be required to provide authorized services where in the Regulatory Authority's view it is not reasonable to require the Licensee to provide the services, including, but not limited to the following circumstances:
  - i. Where it is beyond the Licensee's control;
  - ii. Where it would expose any person engaged in provision of the services to undue risk to health or safety; or
  - iii. Where it is not reasonably practicable.

#### **7. INDEMNITY**

The Licensee must indemnify the Regulatory Authority against any claims or proceedings arising from any breach or failings on the part of the Licensee in relation to this Authorization.

#### **8. REQUIREMENTS TO PROVIDE INFORMATION**

- The Licensee must maintain financial records in accordance with good accounting practices and must make the books and records of accounts available for inspection by the Regulatory Authority.
- The Licensee must submit to the Regulatory Authority on an annual basis within 90 days immediately after the end of the financial year of the License the following information:
  - i. Annual reports;
  - ii. Audited financial statements;
  - iii. Geographical and demographical information of the users.
- The Licensee must submit annually to the Regulatory Authority updated roll out plans on the provision of its services provided in terms of this license.

#### **9. SAFETY MEASURES**

- In respect of services operated, maintained or offered under this Authorization, the Licensee must take proper and adequate safety measures to safeguard life or property, including exposure to any electrical emissions or radiations emanating from equipment or installation from such operations.

## **10. UNIVERSAL SERVICE OBLIGATION**

- The Licensee must comply with the Universal Service/access obligations as may be provided for under the laws of Rwanda.

## **11. HUMAN RESOURCE DEVELOPMENT**

- The Licensee must submit to the Regulatory Authority the Human Resource Development Plan outlining strategies towards empowerment of its local staff.
- The Licensee must annually furnish the Regulatory Authority the report of implementation of the Human Resource Development Plan.
- The Licensee must facilitate participation of its technical staff in training within or outside Rwanda.

## **12. THE RIGHT TO INSPECT**

- The Regulatory Authority, or its authorized representative, has the right to inspect systems from which and toward which the services are being provided, as well as to inspect number, quality and content of all services provided by the Licensee in accordance with its authority.
- The Regulatory Authority reserves the right to exercise such monitoring of the Service(s), at all material times, as may be required for national security reasons or in the public interest.
- The licensee shall, in such a case, make available to the Regulatory Authority all monitoring facilities.

## **13. CONFIDENTIALITY OF CUSTOMER INFORMATION**

- The Licensee must not disclose any information about any of its customers to any third party except to the extent that such information is required:
  - a. For the purposes of debt collection by the Licensee from the customer concerned;
  - b. For statistical or research purpose provided the information is in such a way that it does not link to a particular customer;
  - c. By the Licensee's auditors for the purpose of auditing the Licensee's accounts;
  - d. By the Licensee's attorney(s) in connection with any potential, threatened or actual litigation between the Licensee and the customer concerned;
  - e. By the Regulatory Authority for the purpose of performing its functions;
  - f. By an order of the court in respect of legal proceedings between the customer and another party pending in court.

## **14. MODIFICATION OF THE AUTHORIZATION**

- Modification of the terms and conditions of this Authorization together with its Appendices may only be made by written agreement between the Licensee and the Regulatory Authority.

- Each party must give due consideration to the request for an amendment by the other party.

#### **15. AUTHORIZATION TRANSFER**

- The Majority Shareholder of the Licensee must not transfer, assign any beneficial interest in dispose of or in any manner alienate its share ownership in the Authorization without the prior written consent of the Regulatory Authority.

#### **16. GENERAL AUTHORIZATION TERMINATION**

- The Authorization termination may be initiated by the Regulatory Authority or on request of the licensee; when the termination is initiated by licensee, a request to the Regulatory authority shall be sent at least six (6) months before the effective termination of services.
- The Regulatory Authority may also revoke the authorization before the expiration of its term when it determines that revocation is needed in order to respond to:
  - a. Licensee failure to comply with authorization terms and conditions;
  - b. Licensee abandonment of authorization activities;
  - c. Failure of Licensee to provide the Regulatory Authority with monitoring and reporting data required or failure to cooperate with the Regulatory Authority inspection and audits;
  - d. Licensee submits false or deliberately misleading data or information to the Regulatory Authority in response to the Regulatory Authority request or in response to the Regulatory Authority monitoring reporting inspection or audit requirements;
  - e. Licensee failure to provide timely access to the Regulatory Authority or inspection or audit of licensee facilities and corporate records;
  - f. Bankruptcy, financial insolvency or liquidation of Licensee; and
  - g. Licensee failure to pay the Regulatory Authority fees.