



RETAIL INTERNET SERVICE PROVISION LICENSE

PREAMBLE

The Director General of Rwanda Utilities Regulatory Authority;

Pursuant to Law N°09/2013 of 01/03/2013 establishing Rwanda Utilities Regulatory Authority (RURA) and determining its mission, powers, organization and functioning, especially in its articles 2,4, 6, 20 and 37;

Pursuant to Law N°24/2016 of 18/06/2016 governing Information and Communication Technologies;

Pursuant to Regulation N° 013/R/EC-ICT/RURA/2021 of 25/02/2021 governing licensing in electronic communication;

Whereas the licensee is a retailer of internet services provided by Network Service Provider licensees;

Now, therefore, Rwanda Utilities Regulatory Authority (RURA), acting in accordance with the provisions of Law n° 24/2016 of 18/06/2016 governing information and communication technologies, hereby grants the Retail Internet Service Provision License, on the terms and conditions specified herein:

I. GENERAL PROVISIONS

1.1 DEFINITIONS OF TERMS

In this License, the following terms have the following meanings:

1° **Internet:** a global network or networks connecting various types of computers and equipment in the global network through the set of various Internet protocols;

2° **Retail Internet Service Provider:** means a licensee accessing the broadband capacity from any licensed Network Service Provider and authorised to provide Internet services on retail basis to end users;

3° **License:** a document issued by the Regulatory Authority to an operator authorizing the holder to provide the licensed services;

4° **Licensee:** the holder of this license;

5° **Network Service Provider:** the owner of network infrastructure;

6° **Operator:** a telecommunications network operator licensed under the law N°24/2016 of 18/06/2016 governing Information and Communication Technologies in the Republic of Rwanda;

7° **Quality of Services (QoS):** the collective effect of service performance which determines the degree of satisfaction of a user of the service, indicating the performance of a broadband network and of the degree to which the network conforms to the stipulated norms;

8° **Regulatory Authority:** Rwanda Utilities Regulatory Authority established by the Law N°09/2013 of 1 March 2013;

9° **Service:** Internet services such as access to the Internet, services of archiving and forwarding, reporting at distant server, use of TCP/IP electronic mail, transfer of databases, information search services, e.g. Gopher (transfer of index databases, World Wide Web “WWW”);

10° **Service Level Agreement (SLA):** is a formal written agreement between a network service provider and the Licensee that specifies, usually in measurable terms, what services the network service provider will furnish;

11° **Subscriber:** any person using Services of the Licensee;

12° **Turnover:** the operating revenues of the concerned Internet Service Provider, after deduction of VAT;

13° **Validity of the License:** the period in which the present License becomes effective and is valid.

1.2 PURPOSE OF THIS LICENSE

This License is issued to the licensee to provide internet retailing services in the Republic of Rwanda.

II. RIGHTS AND OBLIGATIONS OF THE LICENSEE

2.1 Rights of the Licensee

Under this License, the Licensee has the following rights:

- 1° To enjoy all benefits of fair market competition in ICT industry market;
- 2° To retail Wireless and Fiber Broadband internet services;
- 3° To develop and offer innovative internet services and packages to meet consumer demand, subject to regulatory approval where required;
- 4° Any other right provided in Law and Regulations into force.

2.2. Obligations of the Licensee

Under this License, the Licensee has the following obligations:

- 1° To comply with terms and conditions of this license;
- 2° To provide internet services, marketing, branding, distribution of billing to subscribers, customer support services and taking into consideration of subscribers' complaints;
- 3° To ensure that the equipment to provide internet Services are compatible with equipment of Network service provider;
- 4° To inform the temporary or permanent disconnection of subscriber or other restrictions that might infringe subscriber's rights;
- 5° To provide Services to all interested subscribers in the Republic of Rwanda without any kind of discrimination;
- 6° To purchase its own IP address, domain name and similar from authorised bodies;
- 7° Not to engage in anticompetition practices

8° To submit to the Regulatory Authority all reports on its QoS parameters, with the purpose of monitoring of compliance with terms and conditions of the License;

9° To declare revenues collected on quarterly basis and pay to RURA's account the required regulatory fee not later than the last day of the following month;

10° To contribute to universal service funds and comply with any obligations aimed at expanding internet access to underserved or rural areas;

11° To collaborate with government agencies and other stakeholders in providing emergency communication services when required;

12° To comply with data retention obligations, ensuring that customer data is stored securely and only for the duration required by law

13° to submit the audited financial statements of the year of operation to the Regulatory Authority not later than 31st March of the following year and make the last payment of contribution levied on annual turnover not later than 30th June.

14° to comply with all Laws, Regulations, Orders and directives related to Internet services provisions;

15° to procure and deliver within forty-five (45) calendar days after being notified that the application to the license is successful; the performance bond to guarantee its performance towards the terms and conditions of the License.

The Performance Bond shall be issued by a Rwandan bank or insurance company in the amount of Ten Thousand (USD 10,000) US Dollars and shall remain valid until thirty (30) days after the expiration of the license. The terms for execution of the performance guarantee shall be determined by the Regulatory Authority.

III. ELIGIBILITY AND CHANGE OF OWNERSHIP OF THE LICENSEE

3.1 Licensee shall continue to be a corporate body constituted under the laws of Rwanda. The Licensee shall continue to meet any other eligibility requirements provided under Laws and regulations of the Republic of Rwanda.

3.2 The Licensee must comply with the following conditions on ownership:

1° Where the licensee undergoes any direct or indirect change of ownership it shall notify such change in writing to the Regulatory Authority thirty (30) days before the intended change;

2° To notify the Regulatory Authority of any joint venture in respect of a licensed service into which it enters with any person or entity holding a License issued by the Regulatory Authority;

3° Where in the opinion of the Regulatory Authority, the change of ownership of the Licensee would adversely affect the development of ISP market in the country, including the development of competition, or the performance of its License obligations, or the security of the country, the Regulatory Board shall be entitled, after having heard the Licensee, to revoke the License by notifying to the Licensee a written decision containing reasons;

4° The Regulatory Authority shall communicate the decision of approval or disapproval of the transfer of shares or the change of ownership within one (1) month upon receipt of notification.

IV. QUALITY OF SERVICE LEVEL

4.1 The Licensee must comply with the quality of service standards adopted by the Authority.

By doing so, the Licensee is required to:

1°. Repair and correct all damages resulting from the shortcomings which are connected to his/her License obligations;

2°. Maintain records relating to the Quality of Services (QoS) parameters and to submit the same in a form prescribed by the Regulatory Authority, which shall be availed to RURA for the purposes of ensuring that the Licensee is meeting the QOS requirements;

3° Conclude a Service Level Agreement (SLA) on provision of Services with Subscribers, in which the provided Services shall be measurable and the conditions under which the same shall be provided for.

V. CONTROL OF FORBIDDEN CONTENT AND INTERNET USAGE POLICY

5.1 The Regulatory Authority has the power to instruct the Licensee to remove all contents considered as illegal or violating the copyrights as provided in Laws and Regulations of the Republic of Rwanda;

5.2 In case this occurs, the Licensee must comply with such decision without any delay; otherwise he/she shall be held liable in conformity with the terms and conditions of this License, Laws and Regulations of the Republic of Rwanda.

VI. FEES

The Licensee is required to pay the following fees:

- a) Application fee of **five hundred (500) US Dollars**, payable once;
- b) License fee of **five thousand (5,000) US dollars'** payable upon the license approval;
- c) Regulatory fee: One percent (1%) of the Annual Turnover;
- d) Any other fees, taxes, contributions and charges that may be or from time to time become payable in accordance with the applicable laws and regulations of Rwanda.

VII. PRICES

7.1. The Licensee shall freely establish prices for its services;

7.2. Prices shall be determined on the basis of market relationships and shall be communicated to the Regulatory Authority;

7.3 In case there is change in prices, the licensee must inform the Regulatory Authority on the new tariff not later than thirty (30) days before the change becomes effective.

VIII DISCONNECTION

8.1 . The Licensee is allowed to disconnect a subscriber if the latter has violated the Service Level Agreement (SLA) concluded between the Licensee and the subscriber. The (SLA) signed by both parties must be in line with the terms and conditions of this License as well as Laws and Regulations governing telecommunications services in Rwanda;

8.2. Before any disconnection, the Licensee shall be required to warn, his/her subscriber, within a reasonable period of time, stating the date provided in warning message or a disconnection notice sent by the Licensee to that specific subscriber.

IX. DISPUTES WITH THIRD PARTY OPERATORS

9.1 In case of dispute between operators, the parties to the dispute shall first consult with a view to settling the dispute amicably. In the event of failure to reach an amicable settlement either party may refer the matter to the Regulatory Authority;

9.2. The Regulatory Authority shall make its decision within a reasonable period and shall promptly thereafter provide the parties concerned with written reasons for its decision.

X. LICENSE MODIFICATION

10.1. A license modification proceeding may be initiated by the Authority or on request of the license holder. Such request shall provide grounds of such modification.

10.2. The Regulatory Authority may modify a license before the expiration of the license term when it determines that an amendment of the license is needed in order to respond to:

1° Significant changes in the relevant laws, regulations, policies or a court decision that directly affect the license provisions;

2° The inability of the license holder to comply with controlling license provisions due to events beyond licensee's control;

3° Changes in the ownership or organizational status of the licensee;

4° Significant non-compliance by the licensee with current license provisions or other Regulatory Authority rules, decisions or orders.

XI. LICENSE TRANSFER

11.1. Transfer of license, including the direct or indirect sale, assignment, conveyance, lease or other transfer of assets or activities subject to a license to a different person shall be subject to a prior written approval of the Regulatory Authority;

11.2. Such approval shall be granted after consideration of the matter and if the proposed transfer meets all the conditions for granting the relevant license;

11.3. Failure to comply with such requirements shall amount to license suspension or revocation.

XII. PROCEDURES FOR LICENSE TRANSFER

12.1. A license transfer proceeding is initiated by an application from the licensee. Until the Regulatory Authority has issued an approval of the transfer, no licensee may attempt to transfer its license to another person.

12.1. A license transfer proceeding shall be conducted in the same manner as review of a license application. The transferee shall be considered as the applicant to assume the operational license. The duration of the license and the license terms and conditions shall remain the same, unless the license transferee requests a license modification as part of the transfer proceedings.

14.1 . In the unusual circumstances where a licensee’s technical or financial status raises questions about security of internet service provisions or in cases of financial insolvency, the Regulatory Authority may, on its own initiative, commence a license transfer proceeding in order to ensure that a license is transferred to a third person, in order to provide internet services to customers.

XIII. SUSPENSION AND REVOCATION OF THE LICENSE

In accordance with the relevant laws and regulations, the Regulatory Authority may cancel, suspend, or revoke the license issued, if:

- a) the license related fee is not paid;
- b) the licensee fails to pay the Regulatory Authority fees;
- c) the licensee has repeatedly and seriously violated provisions of relevant laws and regulations or its license terms and conditions;
- d) the licensee fails to rectify its conduct despite being requested to do so;
- e) the licensee loses effective control of the license or the license ownership is transferred to another person without the approval of the Regulatory Authority;
- f) the licensee engages in fraud or intentional misrepresentation when applying for the license;
- g) The Licensee is unable to continue providing broadband retail services due to market constraints and dynamics;
- h) the licensee abandons its licensed activities;
- i) the licensee submits false or deliberately misleading data or information to the Regulatory Authority in response to the Regulatory Authority’s request or in response to the monitoring, inspection or audit requirements;
- j) the licensee fails to provide timely access to the Regulatory Authority for inspection or audit of licensee’s facilities and corporate records;
- k) The license is bankrupt, insolvent or liquidated;
- l) it is established that the licensee is engaged in or is supporting activities amounting to treason or any other activity threatening the national security.

XIV. EFFECTIVENESS AND VALIDITY OF THE LICENSE

This license is valid for a period of five (5) years, starting from the date of its issuance.