



**TERMS AND CONDITIONS FOR RETAIL INTERNET SERVICE
PROVISION, VoIP AND TRACKING SYSTEM 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;

Acting in accordance with the provisions of the Law governing information and communication technologies hereby grants the license for application service provision (Retail ISP, VoIP, and Tracking Systems)

1. SPECIFIC POWER OF THE REGULATORY AUTHORITY UNDER THIS LICENSE

- 1.1 The Regulatory Authority grants this License on non-exclusive basis and nothing shall prevent the Regulatory Authority to grant a License with the same rights and obligations to other users.
- 1.2 The Regulatory Authority defines rights and obligations of Retailer ISP, VoIP, and tracking system in order to allow market competition and shall not prevent the Regulatory Authority to introduce new services, unless such new services are strictly prohibited by the Telecom Sector Policy or any Law and Regulations governing telecommunication matters.

2. RIGHTS AND OBLIGATIONS OF THE LICENSE

Under this License, the Licensee has the following obligations based on the type of facility authorized:

1° to comply with all conditions related to provision of Retail ISP, VoIP, and tracking services defined by the present License for each concerned sub-service;

2° to comply with all Laws, Regulations, Orders and directives related to the services provisions;

3. 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 shall comply with the following conditions on ownership:

1° Where the licensee undergoes any direct or indirect change of ownership of more than 10% of the total number of shares held, it shall notify such change in writing to the Regulatory Authority no later than one (1) month before the 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 services offering 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.

4. SPECIFIC CONDITIONS FOR TRACKING SYSTEM SUB-SERVICE

- 4.1 The Licensee must adhere to stringent data privacy and security measures in accordance with the Rwandan data protection laws. Data collected by the tracking systems shall be anonymized and encrypted to protect the identity and location of vehicle owners and users.
- 4.2 The licensee must have real time monitoring system and if deemed necessary the Licensee may be required to provide real-time location data to the Regulatory Authority.
- 4.3 The Licensee should provide accurate and reliable location information to ensure the effectiveness of the system's intended purpose, such as fleet management or personal vehicle tracking.
- 4.4 The Licensee should provide customer support to address user inquiries, concerns, and technical issues related to the tracking system.
- 4.5 The Licensee should regularly update the system to address security vulnerabilities, improve performance, and enhance user experience.
- 4.6 The Licensee should encourage ethical use of the technology and avoid any misuse, such as stalking or unauthorized surveillance.
- 4.7 The Licensee should ensure a user-friendly and accessible tracking system for all users.
- 4.8 The licensee should ensure that the system have notification features for users to alert for help or assistance in emergency situations, such as accidents or breakdowns.
- 4.9 The Licensee is required to submit reports detailing the status and functionality of their tracking systems if deemed necessary by the Regulatory Authority.

5. SPECIFIC CONDITIONS FOR RETAIL ISP SUB-SERVICE

The Licensee shall comply with the quality of service standards adopted by the Authority. By doing so, the Licensee shall be required to:

- 5.1 Repair and correct, within reasonable time, all damages resulting from the shortcomings which are connected to his/her License obligations;
- 5.2 Maintain records relating to the Quality of Services (QoS) parameters and shall submit the same in a form prescribed by RURA, which shall be made readily available to RURA for the purposes of satisfying the Regulatory Authority that the Licensee is meeting the QOS requirements;

5.3 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;

6. SPECIFIC CONDITIONS FOR VOIP SUB-SERVICES

The licensee shall provide the Voice over Internet Protocol services and must comply with the following obligations:

- 6.1 The licensee must implement robust call authentication and authorization mechanisms to ensure that calls are only routed through the network when authorized by legitimate users.
- 6.2 The licensee must continuously monitor call traffic patterns to detect anomalies that may indicate grey traffic or fraudulent activities.
- 6.3 The licensee must comply with Data Protection and Privacy Law.
- 6.4 The licensee must maintain the quality of its VoIP services, including acceptable levels of call quality, reliability, and uptime.
- 6.5 The licensee must facilitate lawful interconnection with other telecommunication networks, as required by the Regulatory Authority, to promote competition and interoperability.
- 6.6 The licensee must provide accessible customer support channels for addressing customer inquiries, complaints, and technical issues.
- 6.7 The licensee must contribute to the Universal Access Fund to ensure access to telecommunications services for all.
- 6.8 The licensee must ensure network availability and redundancy to minimize service disruptions and downtime.
- 6.9 The licensee must pay regulatory fees, submit all required reports to the Regulatory authorities.
- 6.10 The licensee must provide access to emergency services and ensure that accurate caller location information is transmitted to emergency responders.
- 6.11 The licensee must establish a dispute resolution mechanism for addressing disputes between the service provider and its customers or other stakeholders.
- 6.12 The licensee must comply with license renewal requirements and submit necessary documentation and fees in a timely manner.
- 6.13 The licensee must maintain accurate records related to the provision of VoIP services, including call logs and billing records, and make them available to the Regulatory Authority upon request.
- 6.14 The licensee must notify the Regulatory Authority in advance of significant changes in business operations, ownership, or network architecture.
- 6.15 The licensee must establish service level agreement for enterprises customers

7. CONTROL OF FORBIDDEN CONTENTS

7.1 . 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;

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

8. FEES

The Licensee shall be 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 before withdrawing the approved license;
- c) 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.

9. PRICES

9.1 The Licensee shall freely establish prices for its services;

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

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

10. DISCONNECTION

10.1 The Licensee shall be allowed to disconnect a subscriber if the latter has violated the Service level agreement concluded between the Licensee and subscriber. The **(SLA)** signed by both parties **shall** be in line with the terms and conditions of this License and Laws and Regulations governing telecommunications matters in Rwanda;

10.2 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 sent by the Licensee to that specific subscriber.

11. DISPUTES WITH THIRD PARTY OPERATORS

11.1 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;

11.2 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.

12. MODIFICATIONS OF LICENSE

12.1 A license modification proceeding may be initiated by the Authority or on request of the license holder;

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

1. Significant changes in the controlling laws or regulations, or significant court decisions 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.

13. LICENSE TRANSFER

13.1 Modification and transfers of licenses, 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;

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

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

14. PROCEDURES FOR LICENSE TRANSFER

- 14.1 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;
- 14.2A 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;
- 14.3In 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.

15. LICENSE REVOCATION

- 15.1 A license revocation proceeding may be initiated by the Authority or on request of the licensee;
- 15.2 The Regulatory Authority may revoke a license before the expiration of the license term when it determines that revocation is needed in order to respond to:
- a. Licensee failure to comply with license terms and conditions;
 - b. Licensee abandonment of license activities;
 - c. Failure of the licensee to provide the Regulatory Authority with monitoring and reporting data required by the license or failure to cooperate with the Regulatory Authority inspection and audits;
 - d. Licensee submittal of false or deliberately misleading data or information to the Authority in response to the Authority request or in response to the Authority monitoring reporting inspection or audit requirements;
 - e. Licensee failure to provide timely access to the 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.

16. EFFECTIVENESS AND VALIDITY OF THE LICENSE

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