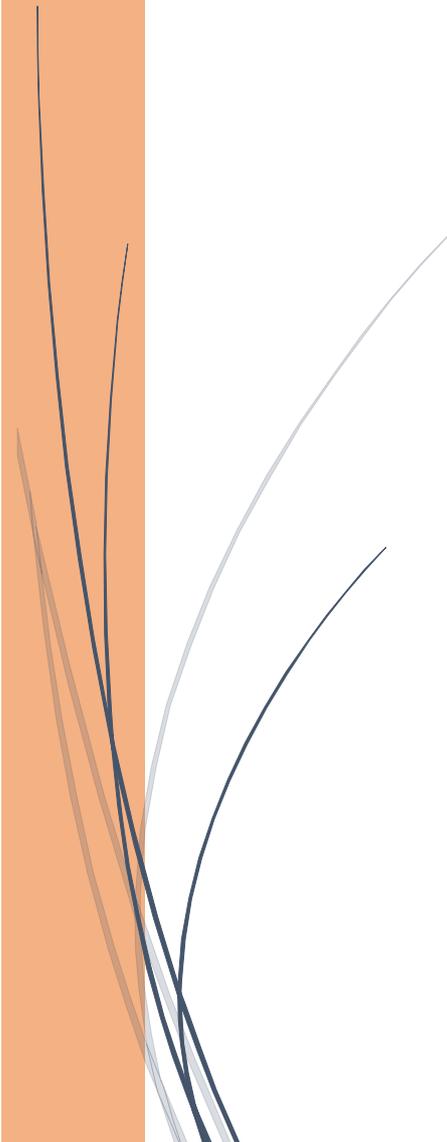




Code of Commercial Practice

Telecom Infrastructure Provider (TIP)



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Telecom Infrastructure Provider (TIP)

1. Introduction:

To be added by the company.

2. Vision Statement:

To be added by the company.

3. Core Values:

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 individual licensed operator for high-end solutions at cost effective rates. There will be no compromise in the service quality standards of the solutions provided to the individual licensed operator. The <SERVICE PROVIDER> shall take reasonable and prudent measures to ensure that its Infrastructure Facilities are available and operate properly at all times. It shall ensure that it meets the Quality of Service (QoS) parameters as set out in its license issued by the Authority. It shall be ensured by the <SERVICE PROVIDER> that its Infrastructure Facility does not hinder in anyway, meeting or exceeding the QoS parameters and monitors the same on a quarterly basis and ensure that all the relevant data is available at all times which may be required by the Authority or its officers as and when required.

4.2. <SERVICE PROVIDER NAME> will ensure QoS as per the license and the applicable legal regime administered/ regulated by PTA.

4.3. <SERVICE PROVIDER NAME> commits and assures to follow the QoS parameters as per license requirement and compliance with other 'Key Performance Indicators' (KPIs) (if any) as specified by the Authority from time to time.

4.4. <SERVICE PROVIDER NAME> shall ensure that at least ninety nine percent (99%) of total infrastructure system remains functional round the clock and shall further ensure that appropriate measures are adopted to minimize the facility downtime and sufficient backup mechanisms are available in case of faults.

5. Tariffs and Billing:

5.1. <SERVICE PROVIDER NAME> shall ensure that:

The method to regulate the tariff shall be determined by the Authority, in accordance with the Rules and Regulations applicable for the purpose, and may include a requirement for prior

Authority approval of any price, term or condition, or the maximum or minimum price, or both for the licensed infrastructure Facilities.

The individual licensed operator 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 advertisement.

The effective tariffs for all services are in accordance with the tariffs as published in advertisement. In any event, not to pre-activate any tariff to individual licensed operator, optional in nature, without the consent of that individual licensed operator.

5.2. <SERVICE PROVIDER NAME> shall provide detailed billing information (if required / applicable) to individual licensed operator in accordance with License terms and conditions, Regulations / Directives / Instructions issued by the Authority, Code of Commercial Practice and Service contract as approved by the Authority.

6. Security and Confidentiality of Information:

6.1. <SERVICE PROVIDER NAME> or employees of <SERVICE PROVIDER NAME> shall maintain confidentiality of information about individual licensed operator and shall ensure that no information about individual licensed operator use of network or service is disclosed to any third person other than what is printed and published in services directories, agreed by the individual licensed operator or required by any applicable law.

6.2. The <SERVICE PROVIDER> shall take reasonable measures to safeguard its Infrastructure Facility from unauthorized interception of communication carried on the Infrastructure Facility.

7. Service Interruption:

7.1. Individual licensed operator shall be entitled for uninterrupted services at all times, provided that in case of planned network system enhancements, updates or upgrades, the individual licensed operator shall be given thirty (30) days prior service interruption notice by the <SERVICE PROVIDER NAME> . Furthermore, in the case of unforeseen technical interruptions/faults, <SERVICE PROVIDER NAME> shall inform the reasons for the interruption and expected time of restoration of services to the individual licensed operator.

7.2. <SERVICE PROVIDER NAME> shall take all reasonable and necessary steps in providing individual licensed operator with adequate arrangements/concessions in case of lengthy outages or service interruption for which due notice was not served.

8. Service Provisioning:

8.1. Individual licensed operator 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 by SERVICE PROVIDER to individual licensed operator in a fair, transparent, efficient and non-discriminatory manner.

9. Withdrawal, Suspension and Disconnection of Services:

9.1. SERVICE PROVIDER shall ensure a continuous availability of high quality infrastructure facilities to other/individual licensed telecom service providers and Infrastructure Facility Providers at all times.

9.2. <SERVICE PROVIDER NAME> shall not discontinue, withdraw, terminate or wind up its Infrastructure Facilities without prior approval of the Authority unless;

- (a) The Service Provider shall service a twelve month notice to all concerned Parties and PTA prior to winding up its infrastructure facilities.
- (b) The SERVICE PROVIDER shall settle all claims, obligations and accounts with individual licensed operator /other licensed telecom operators and licensed infrastructure facility providers and with the Authority prior to winding up its operation.
- (c) Authority's prior written approval to such discontinuation is obtained.
- (d) Termination of Infrastructure facilities to other licensed operators in case of any dispute shall be subject to decision of the Authority.

9.3. <SERVICE PROVIDER NAME> shall restore services to individual licensed operator within twenty-four (24) hours when the individual licensed operator 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> .

10. Non-payment of Bills and Billing Disputes:

10.1. <SERVICE PROVIDER NAME> shall continue to provide Infrastructure Facilities to other licensed telecom service providers and licensed Infrastructure Facility Providers without discrimination and on mutually agreed terms and conditions unless otherwise directed by the Authority. However, in case of any dispute the matter shall be referred to the Authority within 30 days of such dispute. The licensee shall not discontinue or terminate provision of Infrastructure facilities to licensed operator with whom dispute has risen, till the decision or approval of the Authority. The individual licensed operator shall pay the bill by due date and notify the <SERVICE PROVIDER NAME> of the dispute and provide the date and number of disputed invoice (if any), to <SERVICE PROVIDER NAME> with all the relevant details as under:

- (a) The amount or service in dispute; and
- (b) The reason for the dispute; and
- (c) Any relevant supporting document

10.2. <SERVICE PROVIDER NAME> shall investigate the dispute. If decided in individual licensed operator's favour, the disputed amount will be adjusted in the next month's bill. Non-payment of the bill for three months may result in suspension of service about which individual licensed operator will be notified before suspension.

11. Availability of Account Information:

11.1. <SERVICE PROVIDER NAME> shall provide information concerning individual licensed operator's accounts in the mutually agreed manner.

12. Refund Policy:

12.1. Security deposit paid at the time of installation shall be adjusted in the bill due to be paid and remaining amount/arrears to be paid to individual licensed operator within 30 working days.

13. Complaint System:

13.1. The SERVICE PROVIDER shall make all reasonable efforts to resolve individual licensed telecom operator's complaints or disputes without delay and without recourse to the Authority.

13.2. Notwithstanding anything contained in any procedures provided in any law for the time being in force, <SERVICE PROVIDER NAME> shall entertain complaints of individual licensed operator in relation to any service.

14. Complaint Resolution at Licensees' End:

14.1. Upon receipt of every individual licensed operator 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 individual licensed operator grievance as soon as possible but not later than three working days.

14.2. <SERVICE PROVIDER NAME> shall establish an efficient and easy to use system to promptly receive process and respond to complaints, claims or suggestions by the customers using its infrastructure facilities.

14.3. <SERVICE PROVIDER NAME> shall make all reasonable efforts to resolve the complaints or disputes without delay and without recourse to the Authority.

15. Directions of the Authority:

15.1. All Determinations/Decisions/Directions/Instructions, Rules and Regulations etc. issued by the Pakistan Telecommunication Authority from time to time shall be binding on the <SERVICE PROVIDER NAME> and individual licensed operator.

16. Force Majeure:

16.1. <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.

17. Governing Laws and Applicable Statutes:

17.1. The provision of services by the <SERVICE PROVIDER NAME> shall be governed by, and construed in accordance with, the laws of Pakistan without giving effect to the conflicts 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 from time to time.
- iv. Terms and conditions of the license issued to the <SERVICE PROVIDER NAME> by PTA.
- v. Class Value Added Services Licensing and Registration Regulations 2007 and amendments made from time to time.
- vi. Type Approval Regulations, 2004 and amendments made from time to time.
- vii. Interconnection Dispute Resolution Regulations, 2004 and amendments made from time to time.
- viii. Fixed Line Tariff Regulations, 2004.
- ix. Number Allocation and Administration Regulations, 2005 and amendments made from time to time.
- x. Access Promotion Regulations, 2005 and amendment made from time to time.
- xi. Accounting Separation Regulation
- xii. Monitoring and Reconciliation of International Telephony Traffic Regulations 2008 and amendments made from time to time
- xiii. Protection from SPAM, Unsolicited fraudulent and obnoxious communication Regulations 2009.
- xiv. Subscribers Antecedents Verification Regulations, 2010 and amendments made from time to time.
- xv. Data Retention of Internet extended to Public Wi-Fi-Hotspots Regulations, 2018
- xvi. Broadband Quality of Service Regulations
- xvii. Regulations for Technical Implementation of Mobile Banking
- xviii. Mobile Device Identification, Registration and blocking Regulations 2017 and amendment made from time to time.
- xix. Type Approval Technical Standards Regulations, 2018
- xx. Mobile Virtual Network Operations Regulations, 2012
- xxi. Cellular Mobile Quality Service Regulations, 2011
- xxii. Protection from Health-Related Effects of Radio Base Station Antenna Regulations, 2008
- xxiii. GPRS/EDGE Service Quality of Service Standards Regulations, 2010