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ETHIOPIAN
COMMUNICATIONS AUTHORITY

**TELECOMMUNICATIONS
CONSUMER RIGHTS AND PROTECTION
DIRECTIVE**

No. 832/2021

AUGUST 2021

TELECOMMUNICATIONS CONSUMER RIGHTS AND PROTECTION DIRECTIVE

WHEREAS it is crucial to ensure that the rights and interests of Consumers of Telecommunications Services are protected, including their rights to information, privacy, safety, choice, redress, and qualitative products and services;

RECOGNIZING that a regulatory regime is needed to enforce the protection of consumer rights and interests, as well as to promote investment, encourage competition, and ensure high quality information and Communications Services;

REALIZING the need to require Licensees of the Authority to establish a Code of Conduct that specifies the rights of Consumers;

COGNIZANT of the need to investigate and adjudicate consumer Complaints and ensure that decisions are made promptly, and in an equitable, non-discriminatory, consistent, and transparent manner;

NOW, THEREFORE, the Ethiopian Communications Authority hereby issues this Consumer Rights and Protection Directive in accordance with Articles 6(2), 6(14), 50(1) and 54(2) of the Communications Service Proclamation No. 1148/2019.

PART ONE GENERAL

1. Short Title

This Directive may be cited as the “Telecommunications Consumer Rights and Protection Directive No. 832/2021”.

2. Definitions

In this Directive, unless the context otherwise requires:

- 1) “**Authority**” shall mean the Ethiopian Communications Authority established under Article 3 of the Proclamation.
- 2) “**Code of Conduct**” means a set of rules outlining the norms, rules, and responsibilities of, and proper practices of Telecommunications Operators as provided in the Proclamation.
- 3) “**Complaint**” or “**Claim**” means a formal written or electronically submitted statement of any allegation of the breach of the rights of a claimant.
- 4) “**Confidentiality**” shall mean maintaining the secrecy of information and transactions in order to prevent unauthorized disclosure of information to non-recipients allowing the reading, listening, illicit copying of intentional or accidental origin during their storage, processing or transfer.
- 5) “**Consent**” shall mean any freely given specific, informed and unambiguous indication of the wishes of a Consumer, either by a statement or a clear affirmative action, by which he signifies his agreement to Personal Data relating to him being processed.

- 6) “**Consumer**” means any person who receives or has received Telecommunications Services from a Licensee by virtue of a service subscription agreement into which he enters or accepts the terms set forth by the Licensee.
- 7) “**Directory**” means information published electronically or in hardcopy by a Licensee that includes names and fixed or fixed wireless line telephone numbers of its Consumers, and for business Consumers who would use a mobile, fixed or fixed wireless number as their primary number, solely to the extent the Consumer has agreed, in writing or any other verifiable means, to having his name and/or business name and related number included in the Directory.
- 8) “**License**” means any License that has been issued by the Authority.
- 9) “**Licensee**” means a person who has been issued a License by the Authority.
- 10) “**Notification of Resolution**” means a Licensee’s final decision for resolution of a Complaint, or rejection of a Complaint, which must be indicated in writing or by any other verifiable means.
- 11) “**Person**” means any natural or juridical person and any reference to the male gender shall apply equally to the female gender.
- 12) “**Personal Data**” shall mean any information relating to an identified or identifiable natural person leading to identify such person, directly or indirectly in particular by reference to an identifier such as a name, an identification number, location data, telephone number, traffic and billing data, and other personal information in the context of Telecommunications Services.
- 13) “**Proclamation**” means the Communications Service Proclamation No. 1148/2019.
- 14) “**Working Days**” shall mean business working days only and shall not include Saturday, Sunday and any day that has been declared to be a public holiday by the Federal Democratic Republic of Ethiopia.

3. Objective

The primary objective of this Directive is to ensure that the rights and interests of Consumers of Telecommunications Services are protected pursuant to the requirements set forth in the Proclamation, including their rights to information, privacy, safety, choice, redress, Consumer education, and qualitative products and services.

4. Scope of Application

This Directive applies to all Licensees of the Authority and Consumers of Telecommunications Service.

PART TWO CODE OF CONDUCT

5. Obligation to Establish a Code of Conduct

- 1) All Licensees shall develop a Code of Conduct that shall specify the rights of Consumers, including the Consumer’s right to lodge a Complaint with the Licensee and where the Complaint is unresolved, to file a Complaint with the Authority.
- 2) The Licensees’ Code of Conduct shall include the requirements set forth in Parts Three to Seven of this Directive.

- 3) The Licensees' Code of Conduct shall also provide the terms and conditions under which Consumers' Personal Data is to be held and processed and shall include specific information on the measures a Licensee shall undertake to prevent unauthorized access to Consumer communications and Personal Data in order to protect the confidentiality of Consumers' Telecommunications Service pursuant to Article 51(1) of the Proclamation.

6. Obligation to Submit Code of Conduct to the Authority

- 1) A Licensee shall submit its Code of Conduct to the Authority within ninety (90) working days of its grant of License.
- 2) The Code of Conduct that will be submitted to the Authority shall be in the English and Amharic languages.
- 3) The Code of Conduct shall include rights and protections prescribed in this Directive that are no less favorable to Consumers than those provided in this Directive.
- 4) The Authority, pursuant to Article 50(4) of the Proclamation, shall approve each Licensee's Code of Conduct by a written decision following a Stakeholder Consultation. The Authority shall consider the Licensee's right to be heard if there are any objections received or if a review of the Authority's decision is requested.
- 5) Pursuant to Article 50(5) of the Proclamation, following the Stakeholder Consultation, to the extent the Authority deems it necessary, may require a Licensee to make changes to its Code of Conduct.

PART THREE

ACCESS TO TELECOMMUNICATIONS SERVICES

7. The Right to Access Basic Telecommunications Services

- 1) All Consumers shall have the right to access basic Telecommunications Services that includes inbound and outbound dialing capabilities for voice, data and inbound and outbound texting services at reasonable prices and minimum service requirements as determined in the Authority's Quality of Service Directive.
- 2) A Licensee shall have the obligation to ensure that services are made available to all Persons by adopting the Authority's annual objectives developed for universal access to Telecommunications Services in the Federal Democratic Republic of Ethiopia.
- 3) A Licensee shall have the obligation to service continuity and where any interruption is envisaged, due notice should be provided to Consumers.

8. Non-Discrimination Policy

In providing access to Telecommunications Services, a Licensee shall have the obligation to ensure no discrimination against all Consumers in any form of denial of access to services or provisions.

PART FOUR

RIGHT TO INFORMATION

9. Pre-Contractual Information

- 1) A Licensee shall provide to Consumers who inquire about services free of charge, in electronic format, full pre-contractual information about their services in language

that is clear, understandable, helpful, accurate, and current, in the Amharic, English, and where requested, in one of the official regional working languages in the Federal Democratic Republic of Ethiopia (“Ethiopia”). Such information shall be made available in print format upon request.

- 2) The pre-contractual as well as service contractual information provided by a Licensee to Consumers must include, at a minimum, the information provided below:
 - a) A list and description of the equipment and services it offers, including the rates, terms, and conditions for those equipment and services.
 - b) Service quality levels offered, the waiting time for initial connection and where applicable, service areas and coverage maps.
 - c) For subscription services, a sample contract for the services provided, and specific and clear information regarding contract cancellation, and where contracted quality service levels are not met, whether refunds or other arrangements are offered.
 - d) Where a Licensee offers Consumers equipment in connection with the service, information with regards to contractual warranties relating to those equipment (if any) as well as specific information regarding maintenance services for those equipment including sample contracts for those equipment.

10. Information Required in Contracts

- 1) In addition to the provisions in Article 9 of this Directive, a Licensee shall provide Consumers, at a minimum, the following information required in contracts:
 - a) The commencement and termination dates of contracts, and where applicable, renewal of contracts as well as a description of every component service or product included with the service.
 - b) Services that are bundled together such as services from third parties.
 - c) Disconnection and reconnection policies of all services in the contract and any applicable fees.
 - d) Terms and conditions that may apply to a refund of any deposits to the Consumers.
 - e) The Licensee’s Complaint handling process and methods for resolving disputes for both **post-paid** and **pre-paid** services.
- 2) A Licensee shall provide contracts in electronic (digital) or paper format in Amharic, English and upon request, in one of the official regional working languages in the Federal Democratic Republic of Ethiopia.
- 3) The information required in contracts shall be delivered to Consumers by email, text message or other preferences as agreed to by the Consumer.

11. Pricing Information

- 1) A Licensee shall provide pricing and rate information to the Consumer in clear, understandable, and accurate language on a website that is dedicated to pricing and in writing at service centers or on demand text service using short code.

- 2) A Licensee shall provide to Consumers information as to whether service charges or rates are subject to periodic changes and how the Consumers will be informed of such changes.
- 3) All pricing and rate information shall be provided to Consumers in Amharic, English and upon request, in one of the official regional working languages in the Federal Democratic Republic of Ethiopia.

PART FIVE
BILLING, SPECIAL NUMBER SERVICES, DIRECTORY

12. Consumer Billing

- 1) A Consumer shall not be billed for a service not used or not subscribed for.
- 2) A Licensee shall present to the Consumer billing statements that are accurate, timely, and verifiable for post-paid accounts.
- 3) Information about the bill shall be free from fine-print clauses and exceptions that may confuse Consumers.
- 4) Upon request of a Consumer for a detailed billing statement, a Licensee shall provide a specific description of the charges for which the Consumer is billed comprising the following:
 - a) A list of all calls made and services used, such as Value Added Services (VAS) made and/or used by the Consumer, and which includes number called, the date of the call, the start time, the duration and the price of the call indicating whether pricing is per minute, per second, per usage, or per capacity.
 - b) An itemized list of the Consumer's national and international usage, monthly subscription fees, and premium rate charges.
 - c) A list of data services used, including the date and time the session was initiated, the volume consumed in Mega Byte (MB), the duration of the session, the end date and time of the sessions and the price per MB.
- 5) A Licensee shall be required to establish a method that can be used by pre-paid service Consumers to request and obtain billing information.
- 6) A Licensee shall offer online itemized bill display, bill downloads and electronic bill payment, provided that such services can only be accessed in a secure manner so as to protect the content from unauthorized access from persons other than the account holder.
- 7) Billing records shall be kept by a Licensee for no less than twelve (12) months.
- 8) A Licensee's contact information for billing inquiries shall be made known to the Consumer.
- 9) Methods on how to lodge a Complaint with a Licensee's top management if a dispute relating to a bill is not resolved after an initial attempt shall be clearly indicated to the Consumer.

13. Special Number Services

- 1) A Licensee required by the Authority or by its terms of License shall:

- a) Make publicly and freely available special number services, including, but not limited to, emergency, directory and operator assisted services, and services for Consumers with disabilities and special needs.
 - b) Make freely available a twenty-four (24) hours operator assisted service in Amharic, English and other official regional working languages of the Federal Democratic Republic of Ethiopia.
 - c) Ensure compliance with any network or other requirements that may be approved by the Authority for the provision of emergency services, including routing to emergency services locations.
 - d) Provide for access to emergency and operator assisted services by alternative means in addition to voice including, but not limited to, text and instant messaging.
- 2) A Licensee who is required by the terms of its License to offer access to emergency services shall provide a specific Telecommunications Service to which any member of the public may access, at any time and without incurring any charge to communicate with any of the emergency organizations for the purpose of notifying such organization of an emergency.
 - 3) Emergency services shall include at a minimum, services of local emergency service entities such as police, ambulance, rescue and fire-fighting and such other services as determined from time to time by the Authority.

14. Directory

- 1) A Licensee may make publicly available an online Directory Service to Consumers.
- 2) A Licensee shall obtain from its subscribers written consent of such decision to opt in or opt out prior to referencing their information in the Directory.

PART SIX CONSUMER PRIVACY

15. Consumer Privacy

- 1) A Licensee shall develop a policy for the protection of Consumer privacy for the proper collection, use, and protection of information collected on Consumers.
- 2) The Consumer privacy protection policy shall clearly state what Personal Data will be collected, the use of that data, possible third-party exchange or disclosure of that data, and choices available to Consumers regarding the collection, use and disclosure of the collected data.
- 3) A Licensee shall not sell, share, or expose a Consumer's Personal Data to a third party without the Consumer's explicit consent and shall implement appropriate safeguards to protect the Consumer's Personal Data from unauthorized access and use.
- 4) If a Licensee's data is compromised, the Licensee, without undue delay, and not later than seventy-two (72) hours after having become aware of it, shall notify the Consumer and the Authority and take immediate action necessary to protect and secure the network and the Consumer against any adverse impact as a result of the compromise.

16. Minimal Standards Required to Protect Consumer Privacy

- 1) All collection, processing and maintenance of Personal Data on Consumers shall comply with the laws of the Federal Democratic Republic of Ethiopia.
- 2) The Personal Data on Consumers shall not be processed and maintained for purposes other than those originally identified and communicated to the Consumers.
- 3) A Licensee shall provide Consumers choices with regard to the collection, use, and disclosure of Personal Data collected about them.
- 4) Personal Data collected on Consumers shall not be kept longer than one (1) year after the Licensee has ended its service to the Consumer.
- 5) Information on Consumers shall not be transferred to any party unless:
 - a) By court order; or,
 - b) The Consumer has specifically agreed, by his written consent or other verifiable means, to transfer his Personal Data.
- 6) Consumers' Personal Data shall only be processed in a server or data center located in the Federal Democratic Republic of Ethiopia.

**PART SEVEN
COMPLAINT HANDLING AND ADJUDICATION**

17. Complaint Handling

- 1) A Licensee shall make available to Consumers a Complaint handling process that is transparent, effective, and that facilitates prompt and fair resolution of a Complaint.
- 2) Consumers shall have the right to submit Complaints about the service(s) a Licensee provides them, including, but not limited to, quality of service, delay in service provision, delay in service restoration, billing, and privacy violations.
- 3) A Licensee shall provide information to Consumers about its Complaint handling and resolution process in clear and understandable language.
- 4) Information related to Complaint handling shall include, at a minimum, the following:
 - a) Information that ensures that all Consumers can easily understand how a Complaint may be lodged;
 - b) A toll-free number, e-mail, and physical addresses where the complaint may be lodged;
 - c) If necessary, information on the supporting documents that Consumers shall provide in order to submit a claim.
- 5) The supporting document referred in Sub-Article 4(c) of this Article shall not be burdensome for the Consumer to obtain.
- 6) A Licensee shall update the Authority timely with any changes to its Complaint handling processes.

18. Resolution and Redress Process

- 1) The resolution and redress process shall include, at a minimum:

- a) A method by which the Licensee creates a record of a Consumer's Complaints.
- b) The record of a Complaint shall be retained by the Licensee until the Complaint has been resolved, and will be made available to the Authority where required.
- c) A Licensee shall endeavor to provide assistance to Consumers whose ability to understand complex Complaint handling and redress processes are limited due to lack of education or linguistic proficiency.
- d) A Licensee shall provide assistance to Consumers with special needs, including physical or mental disabilities.
- e) A Licensee shall inform Consumers about the time it will take to resolve specific types of Complaints.
- f) A Licensee shall inform Consumers with sufficient information and means to inquire on the progress of Complaints.
- g) A Licensee shall inform Consumers and make available to them an identified escalation process by which the Licensee resolves Complaints efficiently.
- h) In the event a Complaint is not settled to the satisfaction of the Consumer within ten (10) working days from the date of its filing with the Licensee, the Licensee shall inform the Consumer on his right to lodge a Complaint with the Authority, pursuant to Article 50(3) of the Proclamation by issuing a final "Notification of Resolution."
- i) The Licensee shall provide to the Consumer information on the Complaint filing process with the Authority, the Authority's contact information, and the thirty (30) working day timeframe within which the Consumer needs to file a Complaint to the Authority.

19. Filing a Complaint with the Authority

- 1) A Consumer's Complaint shall not be reviewed by the Authority unless the Consumer has first filed a formal Complaint with the relevant Licensee and obtained a decision from the Licensee.
- 2) Notwithstanding Sub-Article (1) of this Article, a Consumer may file a Complaint with the Authority within thirty (30) working days from date of the decision of the Licensee, where the Consumer is not satisfied by the Licensee's decision, or the Licensee has failed to consider the Complaint within the prescribed ten (10) working day Complaint resolution period.
- 3) The process by which the Authority adjudicates Complaints and the remedies it may impose shall be pursuant to the Authority's Dispute Resolution Directive No. 796/2021.

**PART EIGHT
CONSUMERS' RESPONSIBILITIES**

20. Acceptance of a Licensee's Terms and Conditions

- 1) Consumers shall be bound by a Licensee's terms and conditions of service on return of a signed service agreement, or on clearly accepting the service terms and conditions by any form of communication.

- 2) Consumers shall be deemed to accept a Licensee's service terms and conditions on any commencement of use of the service that follows the adequate communication by the Licensee of its service terms.

21. Access for Maintenance

Consumers shall grant the Licensee or its authorized representatives, without charge, access to premises, equipment or facilities as reasonably required for any provisioning or maintenance of the services, equipment or facilities.

22. Use of Equipment Provided by a Licensee

- 1) Consumers shall not use any equipment or related facilities provided by a Licensee for reasons other than those related to normal service conditions and shall not do anything that interferes with the functioning of such equipment or facilities, without prior written authorization from the Licensee.
- 2) Modification or attachment of any unauthorized device to the Licensee's equipment or facilities is prohibited without prior written authorization from the Licensee.

23. Misuse of Telecommunications Services

- 1) Consumers shall not re-sell any service provided by a Licensee except as permitted by the service agreement of the Licensee and subject to any applicable licensing or authorization by the Authority pursuant to the Proclamation and Telecommunications Licensing Directive No. 792/2021.
- 2) Consumers shall not misuse or abuse public Telecommunications Services, including by:
 - a) Dishonestly obtaining Telecommunications Services;
 - b) Possessing or supplying equipment that may be used to obtain Telecommunications Services dishonestly or fraudulently; and,
 - c) Using Telecommunications Services to send messages that are obscene, threatening or otherwise contrary to applicable laws or regulations of the Federal Democratic Republic of Ethiopia.
- 3) No equipment or device that interferes in any way with the normal operation of a Telecommunications Service, including any equipment or device that intercepts or assists in intercepting or receiving any service offered by the Licensee that requires special authorization shall be installed by any consumer.

**PART NINE
COMPLIANCE AND ENFORCEMENT**

24. Compliance

The Authority shall monitor a Licensee's compliance with the provisions of the Proclamation and this Directive.

25. Enforcement

- 1) Where the Authority, consistent with the provisions of this Directive, the Proclamation, and other instruments that the Authority may issue, determines that a

Licensee has violated the provisions of this Directive, it shall impose remedies pursuant to Article 52 of the Proclamation, that shall include:

- a) Fines or restitution; and/or,
 - b) Suspension or revocation of a License.
- 2) Without prejudice to Sub-Article (1) of this Article, the Authority's remedies and sanctions shall be guided by the Council of Ministers Regulation issued pursuant to Article 52(6) of the Proclamation that determines the types of infractions that would result in license revocation, suspension and other administrative measures and stipulate the penalties and the amount of fines to be paid.

**PART TEN
MISCELLANEOUS PROVISIONS**

26. Amendment

The Authority may, at any time it deems it necessary, amend this Directive by notifying all Licensees in advance and conducting a stakeholder consultation process in line with the provisions of the Proclamation.

27. Effective Date

This Directive shall come into force on 26th August 2021.

DONE AT ADDIS ABABA ON 26TH DAY OF AUGUST 2021.

**ENGINEER BALCHA REBA
DIRECTOR GENERAL
ETHIOPIAN COMMUNICATIONS AUTHORITY**