



**CONSUMER
PROTECTION
GUIDELINES**

Table of Contents

INTRODUCTION	4
INTERPRETATION	4
1. PROVISION OF INFORMATION TO CONSUMERS	6
2. PROTECTION OF CONSUMER INFORMATION	6
3. CONSUMER RIGHTS	7
4. CONSUMER OBLIGATIONS	7
5. SERVICE LEVEL AGREEMENTS	8
6. WARRANTIES AND GUARANTEES	9
7. COMPLAINTS HANDLING PROCEDURE	10
8. HANDLING OF COMPLAINTS BY THE AUTHORITY	10
9. MODE OF LODGING COMPLAINTS TO THE AUTHORITY AND THE LICENCEES	12
10. TIME FRAME	12
11. POWERS OF THE AUTHORITY	12
12. DETERMINATION	13
13. MANUAL FOR HANDLING OF CONSUMER COMPLAINTS	13
14. NON – DISCRIMINATION	13
15. SPECIAL SERVICES FOR PERSONS WITH DISABILITIES AND THE AGED	13
16. PROVISION OF SERVICES,ASSISTIVE DEVICES AND TECHNOLOGIES TO PERSONS WITH DISSABILITIES	14
17. PROTECTION OF CHILDREN	14
18. ACCEPTABLE USE POLICY	15
19. NETWORK OUTAGE –PLANNED AND UNPLANNED	15
20. CONFIDENTIALITY	16
21. BILLING	16
22. DEFECTIVE PRODUCTS, PRODUCT SAFETY, DURABILITY AND RELIABILITY	17
23. INSPECTIONS AND MONITORING	17
24. SAFEGUARDS	18
25. UNSOLICITED COMMUNICATION	18
26. EMERGENCY SERVICES	19
27. ADHERENCE TO CONSUMER PROTECTION GUIDELINES	19
28. OFFENCES AND PENALTY	19

INTRODUCTION

The Zambia Information and Communications Technology Authority (ZICTA) is established in accordance with Section 4 of the Information and Communication Technologies (ICT) Act No. 15 of 2009 hereinafter referred to as “the Act”. Section 6 of the Act empowers ZICTA to regulate the provision of electronic communication services and products and monitor the performance of the sector, including the levels of investment and the availability, quality, cost and standards of the electronic communication services under the Act. The Authority’s mandate has further been enhanced by the Electronic Communications and Transactions Act No. 21 of 2009.

Section 68 of the Act, empowers the Authority to establish guidelines for the making, receipt and handling of complaints of consumers regarding the provision of ICT Services. In accordance with the aforementioned section, the Authority is hereby publishing the Consumer Protection Guidelines to bind all persons regulated under the Act.

INTERPRETATION

In these Guidelines, unless the context otherwise requires-

“Act” means the Information and Communication Technologies Act No. 15 of 2009;

“Authority” has the meaning assigned to it under the Act;

“Accessibility” means a measure of the extent to which a product or service can be used by a person without a disability as effectively as it can be used by a person with a disability without imposing a disproportionate or undue burden on the licensee;

“Communication” includes languages, display of text, Braille, tactile communication, large print, accessible multimedia as well as written, audio, plain-language, human-reader and augmentative and alternative modes, means and formats of communication, including accessible information and communication technology;

“Consumer” means a person to whom an Electronic communications service is rendered, and includes any person who purchases electronic communication products otherwise than for the purpose of resale, but does not include a person who purchases any electronic products for the purpose of using them in the production and manufacture of any other goods or articles for resale;

“discrimination” means any distinction, exclusion or restriction on the basis of among other things disability which has the purpose or effect of impairing or nullifying the recognition, enjoyment or exercise, on an equal basis with others, of all human rights and fundamental freedoms in the political, economic, social, cultural, civil or any other field, and includes all forms of discrimination, and the term “discrimination on the basis of disability” shall be construed accordingly;

“Improper use of ICT platforms” including -

- i. Conduct or Material that infringes the rights of others
- ii. Conduct or Material that is unlawful or threatening
- iii. Conduct or Material that is abusive,
- iv. Material that is defamatory,
- v. Conduct or Material that is invasive of public or private rights
- vi. Material that is vulgar
- vii. Material that is obscene or otherwise objectionable
- viii. Conduct or Material which encourages conduct that constitutes a criminal offence

- ix. Conduct or Material that gives rise to civil liability
- x. Conduct or Material that violate the law
- xi. Conduct or Material that constitutes spamming on the internet
- xii. Making prank calls ; and
- xiii. May be prescribed, within the confines of the law, by the Authority as improper.

“Language” includes spoken and sign languages and other forms of non-spoken languages;

“Licensee” means a holder of network licence, Service licence, class licence or individual licence;

“Person with Disability” includes a person who has long term physical, mental, intellectual, sensory impairments which in interaction with various barriers may hinder their full participation in society on an equal basis with others;

“Service-level agreement” (SLA) refers to a contract between a service provider and a consumer that specifies, usually in measurable terms, the standards and quality of services the service provider will furnish;

“Subscriber” means any person that purchases or subscribes to any electronic communication service or any person who agrees to receive and pay for communication services; and

“Warranty” means a written promise by a manufacturer, made to the consumer purchasing the manufacturer’s product that, among others, the product will serve the purpose for which it was designed and that the manufacturer shall provide a specific remedy such as repair or replacement in an event that the product fails to meet the warranty at no additional cost to the buyer within a specified period of time.

1.0 PROVISION OF INFORMATION TO CONSUMERS

A licensee shall provide consumers with a clear, accurate and understandable description of available services, tariffs, terms, conditions for each service and publish the information in such manner and within such period as may be determined by the Authority. Such information shall be in English and the seven major official local languages.

- 1.1. The Authority shall publish information that may include names of service providers, toll free consumer service numbers, tariffs and statistical information, useful to consumers. Information pertaining to the following may also be published:
- i. the name of the service provider;
 - ii. a toll free consumer service number;
 - iii. the activation fee or initiation fee, including deposit requirements;
 - iv. the monthly access fees or base charges tariff provisions for calculating charges including, among others
 - (a) Minimum charges, units, distances;
 - (b) Peak, and off peak rates;
 - (c) Night, weekends and holidays rates;
 - (d) International call charges;
 - (e) Any additional or different prices, rates or unit values applicable and additional taxes or fees;
 - (f) Quality of Service Performance in line with the QoS guidelines; and
 - (g) Complaint management performance.

2.0 PROTECTION OF CONSUMER INFORMATION

- 2.1 The purpose of this part is to set out the responsibility of a Licensee in the protection of individual Consumer information.
- 2.2 A Licensee may collect, subject to the law, maintain and secure information on individual consumers reasonably required for its business purposes. The collection and maintenance of information on individual Consumers shall, without limiting the generality of the above provision, be
 - (a) Fairly and lawfully collected and processed;
 - (b) Processed for limited and identified purposes;
 - (c) Relevant and not excessive;
 - (d) Accurate;
 - (e) Kept in accordance with applicable laws.
 - (f) Processed in accordance with the Consumer's other rights;
 - (g) Protected against improper or accidental disclosure; and
 - (h) Not transferred to any party except as permitted by any terms and conditions agreed with the Consumer, as permitted by any permission or approval of the Authority, or as otherwise permitted or required by other applicable laws or regulations.
- 2.3 A licensee shall meet generally accepted fair information principles including:
- (a) providing notice as to what individual consumer information they collect, and its use or disclosure;

- (b) the choices consumers have with regard to the collection, use and, disclosure of that information;
 - (c) The access Consumers have to that information, including to ensure its accuracy;
 - (d) The security measures taken to protect the information and the enforcement as well as redress mechanisms that are in place to remedy any failure to observe these measures;
 - (e) These rules apply to individual Consumer information whether initially provided verbally or in written form, so long as that information is retained by the Licensee in any recorded form; and
 - (f) Any other data protection principle in any law.
- 2.4 A licensee that collects information on individual consumers shall adopt and implement a policy regarding the proper collection, use and protection of that information. A licensee shall ensure that any other licensees or other persons with whom they exchange or otherwise disclose such information have adopted and implemented an appropriate protection of consumer information policy. For the avoidance of doubt, a licensee shall not exchange or disclose the information in question to entities or persons that have not adopted and implemented an appropriate Protection of Consumer Information Policy or other data requirements prescribed in any law.
- 2.5 A licensee's policy on the protection of consumer information shall be made available in an accessible and easy to read manner, including as specifically directed by the Authority.
- 2.6 The policy shall state clearly what information is being collected; the use of that information; possible third party exchange or disclosure of that information; and the choices available to the Consumer regarding collection, use and disclosure of the collected information.
- 2.7 The policy shall disclose the consequences, if any, of a consumer's refusal to provide information.
- 2.8 The policy shall also include a clear statement of how to contact the licensee regarding information issues and related information access or complaint mechanisms.
- 2.9 A licensee collecting, maintaining, using or disclosing individually identifiable consumer information shall take reasonable steps to ensure that the information is accurate, relevant and current for the purposes for which it is to be used.
- 2.10 A licensee shall establish appropriate processes or mechanisms so that inaccuracies in individual Consumer information, including out of date information, may be identified and corrected. Other procedures to ensure data quality may include use of reliable sources and collection methods, reasonable and appropriate Consumer access and correction, and protection against incidental or unauthorized alteration.
- 2.11 A licensee shall establish take Down notification mechanisms to address instances where consumers may require information appearing on a platform which the licensee has control over, to be removed on account of the fact that it is infringing on theirs or a third party's rights.

3.0 CONSUMER RIGHTS

A consumer shall have the following rights:

- i. Consumer Education - the Right to knowledge and skills needed for taking actions to influence the factors which affect them;
- ii. Full Disclosure – the Right to receive clear, conspicuous, and complete information about rates, terms and conditions for available and proposed products and services from the service provider and to be charged by the service provider only for those services and under the terms and conditions that have been approved or they have agreed to;
- iii. Choice - the Right, when the choice is available, to affirmatively select their Information and Communications Technologies (ICTs) provider and services/goods. The context of making such choices should be free from undue influence, prejudice, exploitation or any other motive by the service provider that might compromise the integrity of choice;
- iv. Privacy - the Right to lawful personal privacy and to be protected against unauthorized access to or use of their personal conversation or information;
- v. High Quality, Reliable Service - the Right to high quality, reliable service as set out in the Quality of Service guidelines by the Authority;
- vi. Timely, Accurate Bills and Redress - the Right to accurate and understandable bills for products and services and to fair prompt redress for problems they may have with the bills or that may arise during use of those products or services;
- vii. Emergency Calls - the Right to access 24 hour free localized emergency calls without interruption except where the failure to provide such service is for a reason beyond the licensee's control ;
- viii. Protection From Anti-Competitive behaviour - the Right to be protected from anti-competitive behaviour such as unfair trade practices as well as false and misleading advertising;
- ix. Safety – the Right to be provided goods and services that are safe and secure;
- x. Non Discrimination - the Right to equal and non-discriminatory terms and provision of service;
- xi. Right to seek support - the Right to seek support from local, national, or international consumer advocacy groups for grievances that are not being adequately resolved by their service providers. Such grievances shall include but will not be limited to requests or the receipt of any information that may be relevant to them;
- xii. Dispute resolution and redress - the Right to be provided with meaningful access to fair and timely alternative dispute resolution and redress without undue cost or burden;
- xiii. Compensation: the Right to claim for compensation in the event of the breach of the service contract by the service provider; and
- xiv. Complaints Handling - the Right to complain and to an effective complaints handling system;
- xv. Treatment by Service Provider: the right to be treated with integrity, care, honesty, due skill, diligence, fairness and professionalism by service providers;
- xvi. Due Notice: the right to be provided with due and adequate notice as well as other relevant information relating to disruption of services where possible.

4.0 CONSUMER OBLIGATIONS

A Consumer shall have the following obligations:

- i. Prompt payment of bills for services - to pay bills/service charges for services consumed as stipulated in Consumer Service Agreements/Contracts;

- ii. Proper use of Products and Services - the responsibility to make good use of the services, products, equipment as stipulated in the Consumer Service Agreement/Contract and product manual. Consumers shall refrain from posting personal identifiable information within public domain or Information which is unlawful or breaches the rights of other persons;
- iii. Awareness - Solicitation for information related to the service being consumed or intended to be consumed including terms and conditions, service level agreements and alternative choices as far as practical;
- iv. To complain and make genuine Claim - a responsibility or duty to make genuine complaints or claims on his/her behalf or a third party's behalf and provide proof of the circumstances when registering such complaints or claiming for compensation. The complaints or claims should first be directed to the service provider against which the complaint is directed and if not satisfied with the resolution, to escalate the complaints or claims to the attention of the Authority;
- v. Assertiveness- to be assertive and exercise due care when making decisions as they purchase and make use of communications goods and services;
- vi. Environmental Protection - the duty to ensure appropriate disposal of wastes from consumption of ICT goods and services such as scratch cards and damaged equipment;
- vii. Courteous and Polite requirement to be courteous and polite when making complaints or during any contact with operators;
- viii. Respect the privacy and rights of other users - respect the privacy and rights of other users of ICT/telecommunication services; and
- ix. Protection of Community Facilities - protect ICT infrastructure from vandals and report any cases of vandalism or abuse to law enforcement agencies.

5.0 SERVICE LEVEL AGREEMENTS

- 5.1 The Authority may provide a prototype contract or service level agreement as a framework upon which all licensees shall base their contracts or service level agreements.
- 5.2 A Licensee shall submit to the Authority for approval, their standard Service Level Agreement within 30 days of coming into force of these guidelines and prior to implementing any subsequent revised Service Level Agreement.
- 5.3 Where a dispute arises between a consumer and a Licensee on the interpretation of any term in a service level agreement that was not submitted to the Authority for approval prior to the dispute or complaint, the Authority shall have power to decide the matter. The decision of the Authority shall prevail over the provision in the Service Level Agreement that was not approved by the Authority.
- 5.4 Before entering into a contract for any Service, consumers shall be provided with a complete description of the service in any one of the seven major languages and terms they understand. Where other services are required in order to effectively utilise the service, the consumer shall be sufficiently informed of such requirements or service dependencies.
- 5.5 A Licensee shall supply, or make available on request to a consumer or third party, a copy of the contract or terms and conditions for the provision of services, and such contracts or terms and conditions shall be written in plain and clear language.

- 5.6 A Licensee shall put in place Service Level Agreements with their subscribers which shall include the following:
- I. Scope of services to be offered;
 - II. Confidentiality;
 - III. Legal status;
 - IV. Periodical review process;
 - V. Rights and obligations of each party;
 - VI. Attestation Clause;
 - VII. Specific information regarding any compensation, refund or other arrangements which may apply if contracted quality service levels are not met;
 - VIII. Procedures and methods for resolving disputes in respect of the service level agreement;
 - IX. The commencement date of the contract;
 - X. What the minimum contract term is, if applicable;
 - XI. Where applicable, the minimum contract period and the manner and consequences of termination;
 - XII. The situations where early termination is possible;
 - XIII. The amount or method of calculating any charges payable upon early termination;
 - XIV. The conditions and terms of renewal of the contract, if applicable;
 - XV. The conditions and terms of disconnection and reconnection and fees that may be charged for disconnection or reconnection;
 - XVI. Terms and conditions that may apply to refund of any deposit;
 - XVII. Including timing and any deductions or charges applicable;
 - XVIII. Terms and conditions relating to situations that may give rise to the interruption, withdrawal or discontinuation of the service;
 - XIX. Terms and conditions relating to the delivery and installation;
 - XX. Activation of the service;
 - XXI. Specific information regarding any maintenance services offered;
 - XXII. Interface specification;
 - XXIII. Itemized bills;
 - XXIV. Quality of service parameters and objectives;
 - XXV. Measurement schemes and reaction patterns; and
 - XXVI. A description of each component service or product, and where the Licensee sells the service or product component separately, the price that the Licensee would charge for the component on a stand-alone basis.
- 5.7 A Licensee shall inform and advise a consumer about any changes to the terms and conditions thirty days before they take effect.
- 5.8 For services that are bundled with services from third parties, Licensees shall be fully responsible for the effective performance of the entire package including service support, maintenance, complaints handling, dispute resolution and other administrative requirements.
- 5.9 Where services are subject to upgrade or migration options, consumers shall be provided with clear and complete information regarding the upgrade or migration terms, including any changes in service performance and any duly approved tariffs resulting from the upgrade or migration.
- 5.10 A licensee shall, before entering into a contract for service, inform the consumer of;

- I. The applicable rates or charges;
- II. What the charges include;
- III. Each part or element of an applicable charge, and the method of its calculation;
- IV. The frequency of the charge or other circumstances that give rise to the charge;
- V. Whether the charges or elements thereof are subject to change from time to time, the circumstances of such changes and how the Consumer will be informed of such changes; and
- VI. Applicable terms and conditions for the service.

6.0 WARRANTEES AND GUARANTEES

A licensee shall:

1. Ensure that all electronic communications goods and services it sells have warranty with a defined scope and for a specified period;
2. Guarantee the quality and performance of the product or service;
3. Provide and communicate the conditions, under which the product/service shall be refunded, returned, replaced or repaired;
4. The warranty period shall be at least 3 months and consumer shall be availed with the copy of the terms and conditions of the warranty;
5. A licensee shall provide pertinent information on the equipment it offers for sale, including among others, the type-approval or type acceptance status and whether or not such equipment is new or used, to prospective buyers in a clear and unambiguous manner;
6. A licensee shall honour an agreement entered into with a buyer, through the sale of terminal equipment and shall ensure that the equipment is in proper working order at the time of sale; and
7. A licensee shall ensure that its advertisements relating to the goods regulated under the Act are unambiguous and factual.

7.0 COMPLAINTS HANDLING PROCEDURE

- 7.1 A licensee shall implement a Complaint Handling System process based on the following:
 1. A licensee shall sensitise its members of staff on the complaint handling systems and procedures.
 2. A Licensee shall publicise the Complaint Handling Procedure to consumers with the following information:
 - i. The right of consumers to complain;
 - ii. Contact details for the licensee;
 - iii. The types of supporting information or documents the complainant needs to furnish when making a complaint;
 - iv. Timeline to resolve complaints as specified in the Quality of Service guidelines; and
 - v. Appeal process in case of dissatisfaction or unresolved complaint.
 3. The information above shall be published in English and any one of the seven major languages in mass media.
 4. The channels for lodging complaints shall be toll-free or low cost access which may include phone call, SMS, email, fax or an Internet Webpage.
- 7.2 A licensee shall not block any calls for consumers accessing toll free customer care lines. Notwithstanding the above, a licensee may block a consumer for legitimate reasons. Where a licensee opts to block a consumer, the licensee shall obtain approval from the Authority.

- For purposes of these guidelines, legitimate reasons means any improper use of ICT platforms.
- 7.3 A Licensee shall put in place complaints handling procedures that are easily understood. Licensees shall put in place a process to provide consumers with sufficient information and the means to inquire on the progress of complaints and the processes shall include complaint reference numbers or other identifiers in order to facilitate timely and accurate responses to subsequent inquiries by consumers.
- 7.4 A Consumer shall lodge a complaint to the licensee within 7 days of occurrence of the event giving rise to the complaint.
- 7.5 A consumer shall provide the following details when lodging a complaint to the licensee;
- 7.6
- i. Contact details such as Name,Address, telephone, mobile number or Email;
 - ii. Nature of Complaint;
 - iii. Date or period of occurrence
 - iv. The specific redress that a consumer seeks from the licensee; and
 - v. Any other relevant information which may facilitate quick resolution of complaints
- 7.7 A consumer shall first lodge a complaint with the service provider against whom the complaint is being made providing details stipulated in Clause 8.6.
- 7.8 A licensee shall resolve a complaint within 7 days of receipt.
- 7.9 A licensee shall notify a complainant of the resolution of a complaint. In the event that a complainant is unreachable or inaccessible by any means a licensee shall proceed to close of the case.A licensee shall within seven (7) days notify the Authority where a licensee closes a case for reason of inaccessibility.
- 7.10 In the event that the service provider fails to resolve the complaint or the consumer is dissatisfied with licensee's determination, the consumer may lodge the complaint to the Authority accompanied by relevant correspondence and facts between the service provider and the consumer.
- 7.11 A consumer shall provide the following details when lodging a complaint to the Authority:
- i. Contact details such as Name,Address, telephone, mobile number or Email;
 - ii. Nature of Complaint and name of the service provider against whom the complaint is alleged;
 - iii. Details of actions taken in trying to resolve the complaint;
 - iv. date complaint filed with service provider and complaint reference number from the service provider;
 - v. The specific redress that a consumer seeks from the Authority; and
 - vi. Any other relevant information which may facilitate quick resolution of complaints.
- 7.12 The Authority shall resolve the complaint within 21 days of receipt of the Complaint
- 7.13 A consumer who is aggrieved with any decision of the Authority may Appeal to the Tribunal. The Authority's Administrative Rules of Procedure shall apply.

8.0 HANDLING OF COMPLAINTS BY THE AUTHORITY

- i. A consumer shall lodge a Complaint with the Authority in a manner provided in Clause 10
- ii. The Authority shall log all complaints received into the Complaint Management System.
- iii. The Authority shall acknowledge receipt of the complaint within 3 days of receipt of complaint
- iv. The Authority shall write to the Licensee to furnish it with an official response to the complaint
- v. A licensee shall respond to the complaint escalated by Authority within seven (7) days from date of receipt of the complaint
- vi. The response provided to the Authority must clearly state the outcome of the licensee investigations and confirm that the complainant was informed of the resolution
- vii. A licensee shall provide a resolution of the complaint to the Authority through electronic mail and /or hard copy
- viii. The Authority may, where necessary for the resolution of the matter, accord the licensee and the consumer an opportunity to present their case.

9.0 MODE OF LODGING COMPLAINTS TO THE AUTHORITY AND THE LICENCEES

A Consumer may lodge a complaint through the following means:

- i. In person;
- ii. By Email;
- iii. By phone;
- iv. Social media;
- v. Toll free line;
- vi. Web page; and
- vii. Letters.

10.0 TIME FRAME

- 10.1 The time period for the resolution of complaints referred to the Authority shall only commence when the Complainant has provided all the information required in clause 8.9.

11.0 POWERS OF THE AUTHORITY

The Authority may investigate and determine any complaint in accordance with the provisions of ICT and ECT Acts. The Authority shall, in investigating a complaint, have the following powers:

- i. To carry out market surveys to determine consumer demand and consumption trends;
- ii. To conduct Quality of experience survey;
- iii. To monitor the ICT sector for possible infringements of consumer rights not being reported to the Authority;
- iv. To determine the outcome of a complaint including the award of compensation in relation to the complaint;
- v. To refer any complaints to a suitable body with appropriate recommendations; and

- vi. To implement mitigating strategies in instances where, there is a reoccurrence of similar complaints.

12.0 DETERMINATION

- 12.1 Where the Authority conducts a formal hearing of the complaint, it shall after due consideration of all the evidence and reports, make an order of determination or issue an appropriate directive as the Authority may deem fit.
- 12.2 The Authority shall make an order requiring any of the following action to be carried out by the Licensee :
 - i. Requiring a party to supply goods or services for specified periods;
 - ii. Requiring a party to supply goods or services of specified terms and conditions;
 - iii. Requiring a party to pay the costs of another party or of a consumer;
 - iv. Appearing at the hearing or producing documents;
 - v. Dismissing a complaint;
 - vi. Imposing fines depending on the nature of the case;
 - vii. Order specific performance;
 - viii. Refunds; or
 - ix. Such other relief as may be deemed necessary or reasonable
- 12.3 Where the investigation of the complaint requires the retrieval of records more than twelve months old or the retrieval results in any incremental expense or significant inconvenience to the licensee, a licensee may impose, with the approval of the Authority a reasonable charge for the complaint handling processes provided that the Authority may waive the payment of such charges in appropriate circumstances.
- 12.4 A Licensee shall file, with the Authority, such information and statistics on all complaints reported, including those resolved and those outstanding, on a quarterly basis in the manner prescribed by the Authority from time to time.
- 12.5 A Licensee shall maintain an electronic or hard copy register to record all types of complaints reported to them, status of the complaint and action taken. The register should be updated at all times.

13.0 MANUAL FOR HANDLING OF CONSUMER COMPLAINTS

A Licensee shall publish a manual of practice for handling consumer complaints outlining various provisions, time limits, benchmarks and procedures for seeking redress of grievances including information which affects consumers.

14.0 NON – DISCRIMINATION

A Licensee shall not discriminate against any person in the provision of services based solely on their status, race, gender, ability or disability.

15.0 SPECIAL SERVICES FOR PERSONS WITH DISABILITIES AND THE AGED

A Licensee shall take appropriate measures to ensure that Persons with Disabilities have access, on an equal basis with others, to information and communications technologies and

systems, and to other facilities and services open or provided to the public, both in urban and in rural areas, including:

- i. Assistive and user friendly products and services for Persons with Disabilities and the Aged;
- ii. Undertaking reasonable effort to test access solutions with Persons with Disabilities and the Aged;
- iii. Undertaking reasonable effort to provide Persons with Disabilities and the aged with the Service Level Agreements that is accessible in both content and medium within a reasonable time after the demand is made;
- iv. Providing a toll free number or numbers that are user friendly for Persons with Disabilities;
- v. Complaint handling processes that are easily accessible to a person without a disability as effectively as they are to a person with a disability without imposing a disproportionate or undue burden to the licensee.
- vi. Providing reasonable assistance to persons with disabilities and the aged who specifically request for assistance when lodging complaints;
- vii. Taking such measures as may be prescribed by the Authority to ensure that the requirements and interests of disabled consumers are fully addressed;
- viii. Ensuring that ICT facilities and services which are open or provided to the consumers take into account all aspects of accessibility for persons with disabilities and the aged;
- ix. Providing consumer service centres with consumer forms and signage in Braille or other media accessible to persons with disabilities;
- x. Providing forms of live assistance and intermediaries, including guides, readers and professional sign language interpreters, to facilitate accessibility to consumer care centres and other ICT facilities to Persons with Disabilities;
- xi. Promotion of other appropriate forms of assistance and support to persons with disabilities to ensure their access to information;
- xii. Making public internet access points accessible to persons with disabilities in terms of both physical and “e” accessibility;
- xiii. Providing literature in accessible format to all Persons with Disabilities and the Aged;
- xiv. Compliance with any specific obligations that the Authority may impose on licensees in respect of special services or service arrangements for Persons with Disabilities and the Aged.

16.0 PROVISION OF SERVICES, ASSISTIVE DEVICES AND TECHNOLOGIES TO PERSONS WITH DISSABILITIES

A Licensee shall ensure that Persons with Disabilities have equal access to self-service and assistive devices in their customer service outlets to enhance their customer experience. These services and assistive devices shall consist, but shall not be limited to:-

- 16.1 Screen reader software;
- 16.2 Headset with volume control;
- 16.3 Screen magnification software; and
- 16.4 Special mouse and keyboard to cater for those with disabilities.

17.0 PROTECTION OF CHILDREN

- 17.1 A licensee shall establish mechanisms that enable parents, guardians and persons responsible for children with the ability to block access to harmful, restricted or illegal content from children

- 17.2 A licensee shall put in place measures to mitigate against online risks and vulnerabilities against children
- 17.3 A licensee shall endeavour to educate parents, legal guardians, Teachers and children on online risks, cyber security and cybercrime including the effects of abuse of social networks
- 17.4 A licensee shall place filters or other technical solutions to help mitigate online risks for children on the request from Parents.

18.0 ACCEPTABLE USE POLICY

A licensee shall put in place an Acceptable Use Policy for consumers encompassing the following matters:-

- 18.1 The use of a licensee's network and service shall comply with Acceptable Use policy of the service provider which shall be made available to the consumer
- 18.2 A Licensee reserves the right to suspend or terminate the Service Level Agreement or blacklist consumers, effective upon notice for violation of policy
- 18.3 A licensee shall submit a list of blacklisted consumers to the Authority.
- 18.4 The consumer shall use a service for lawful purposes only
- 18.5 The consumer shall not post, transmit or submit through the licensee any material which violates or infringes upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of public or private rights, vulgar, obscene or otherwise objectionable, which encourages conduct that would constitute a criminal offence, give rise to civil liability or violate the law or constitute spamming on the internet
- 18.6 Prohibiting attempts to, or gaining of unauthorized access to other computer systems
- 18.7 Requiring Consumers to comply with the rules and regulations of any network they access through the Licensee.

19.0 NETWORK OUTAGE –PLANNED AND UNPLANNED

- 19.1 A Licensee shall notify the Authority and Consumers about planned service and system upgrades or migration at least seven (7) days in advance of the planned upgrade or migration. The licensee shall notify the Authority once the system upgrade and/or migration is completed.
- 19.2 A Licensee shall carry out planned service/system upgrades and service/system migration once every quarter. A Licensee that plans for additional upgrade and service/system migration within the same quarter shall seek approval from the Authority prior to conducting additional upgrades or migration.
- 19.3 A licensee shall notify the Authority of all network outages within one (1) hour of occurrence and once service has been restored.
- 19.4 A licensee shall furnish a report on the network outage to the Authority detailing

the following:-

- i. Duration of the downtime (days, hours and minutes);
 - ii. Down time start and end time;
 - iii. Whether it was a planned downtime or not;
 - iv. Affected Area;
 - v. Downtime summary;
 - vi. Details of incident (whether the outage revealed serious or systemic weaknesses of the technical and managements systems or internal controls relating to all or part of the business);
 - vii. Business impact;
 - viii. Associated risks -the loss or risk caused to consumers or other market users and the extent to which the network outage departs from the required standard;
 - ix. Rectification steps- Any remedial steps taken since the outage was identified.
- 19.5 A licensee shall within 30 days from publication of these Guidelines or the date of grant of the licence submit to the Authority a system of outage credits to be given to a consumer, which upon the Authority's approval shall become part of the subscriber Service Level Agreement.
- 19.6 A Licensee shall not be responsible to consumers for outages arising from an event or effect, which the licensee cannot reasonably be expected to foresee or prevent (Force Majeure and Act of God).
- 19.7 Outage credits shall be given to the consumers as compensation for continuous interruption of services for a period of one (1) hour.

20.0 CONFIDENTIALITY

- 20.1 Subject to the provisions of the Act or any other written law, a licensee shall not monitor, disclose or allow any person to monitor or disclose, the content of any information of any subscriber transmitted through the licensee's systems by listening, tapping, storage, or other kinds of interception or surveillance of communications and related data unless as provided by law.
- 20.2 A licensee shall take reasonable endeavours to prevent information about its consumers from being disclosed to third parties or from being used otherwise than for the purpose of providing ICT services, except with the consumer's prior consent or except where it is required to do so by law.
- 20.3 A licensee shall, where applicable, establish mechanisms by which consumers may be able to:-
- I. Know that information is being collected about them through their use of various ICT services and systems;
 - II. Receive conspicuous notice that such information could be used, or is intended to be used, without further authorisation, by the entity collecting the data for reasons unrelated to the original communications, or that such information could be sold (or is intended to be sold) to other companies or entities;
 - III. Nothing in these Guidelines shall be construed as granting the Licensee authorisation to sell or offer for free, to a third party, any information collected by the licensee without the prior consent of the consumer concerned.

21.0 BILLING

- 21.1 Where applicable, a bill shall be clearly organised and all charges shall be accompanied by a brief, clear non-misleading description of the services rendered sufficient for consumers to assess that the services and charges billed correspond to those requested for and received.
- 21.2 A licensee shall install a billing system that permits, upon request by a consumer, issuance of bills that identify the rates charged to the subscriber, the number called, the duration of each call, the charge per call, applicable discounts and the class of service and any other information as may be stipulated by the Authority.
- 21.3 The following information shall form part of any bill:
- I. Name of licensee;
 - II. Billing period covered ;
 - III. Where applicable, notification of change of licensee
 - IV. Disclosure of any rate or service charge, including those implemented within the next billing cycle;
 - V. a Listing of the statement or payment due date;
 - VI. Amount of charges debited to each billed account from the previous cycle;
 - VII. Amount of payments made to each billed account segregated from late payments;
 - VIII. Terms for late payment fees and termination of service;
 - IX. Licensee's toll free number or numbers by which consumers may make inquiries about or dispute charges contained on the bill and the methodology used to quantify charges;
 - X. Any other information that the Authority may from time to time determine.
- 21.4 A licensee shall put in place a mechanism through which a subscriber to its service may place a request for an itemized bill, where the service is not issued as a standard offer and accord each consumer the option of receiving itemized bills on a regular basis if the subscriber so wishes.
- 21.5 Where a consumer is subscribed to a bundled service, a licensee shall put in place mechanisms to ensure that consumers are notified of the data consumed before the depletion of their bundles.
- 21.6 A licensee shall avail consumers with the option to opt-in or opt-out once their data bundle is depleted to avoid them being charged from the main account.
- 21.7 A licensee shall notify a subscriber when the bundle has attained utilisation of fifty percent, seventy five percent and one hundred percent of the data bundles and about the roll-over so that subscribers do not lose the unutilised data.

22.0 DEFECTIVE PRODUCTS, PRODUCT SAFETY, DURABILITY AND RELIABILITY

- 22.1 A licensee and its agents have the duty to ensure that information and communications technology equipment and products are safe for their intended use and meet reasonable demands of durability, utility and reliability.

- 22.2 The following general rules on defective products and service liability shall apply when making statements of intent:
- i. Product recall;
 - ii. Product modification;
 - iii. Product Replacement or substitution;
 - iv. Product disposal;
 - v. Compensation;
 - vi. Information and communications technology equipment and products should not be rendered unsafe through improper Handling, storage by service providers;
 - vii. Consumers should be instructed on proper use of products;
 - viii. Consumers should be informed of the risks involved in the intended and normal foreseeable use;
 - ix. Vital safety information should be conveyed; and
 - x. Ensure that the public should be notified without delay in cases of known hazards to consumption of a certain ICT product.
- 22.1 A licensee or its agents shall not sell counterfeit end user devices, equipment or communication apparatus to consumers.

23.0 INSPECTIONS AND MONITORING

- 23.1 For purposes of monitoring performance, a licensee shall submit information to the Authority on a quarterly basis in a format to be provided by the Authority. The Authority shall also conduct random inspection of consumer care facilities and documentation.
- 23.2 The Authority shall monitor sector performance and customer satisfaction index by undertaking Quality of experience surveys and publish its findings at least once in every two years;
- 23.3 A licensee shall put in place measures and mechanisms for reporting cyber-crime to the Authority
- 23.4 A licensee shall submit quarterly statistics to the Authority on cyber related crime

24.0 SAFEGUARDS

- 24.1 A Licensee shall take appropriate technical and organisational measures to safeguard the security of its services.
- 24.2 Where there is a particular risk of a breach of the security of the network, a Licensee shall:-
- i. Inform the subscribers of the risk; and
 - ii. Where the risk lies outside the scope of the measures that may be taken by the licensee, inform the Authority of any possible remedies, including an indication of the likely costs involved as well as likely period needed to mitigate or extinguish the risk.

25.0 UNSOLICITED COMMUNICATION

- 25.1 A licensee shall take reasonable measures to ensure that the licensee's networks or services are not exploited by Persons sending unsolicited messages.
- 25.2 A licensee shall not subject consumers to be receiving unsolicited promotional marketing messages.
- 25.3 Where a natural or legal person obtains from its subscribers their electronic contact details for electronic mail, in the context of a sale of a product or service, the natural or legal person may use these electronic contact details for direct marketing of his or its own similar products or services so long as the person gives the subscriber an opportunity to object, free of charge and in a simple manner, to the use of the data when it is collected and on the occasion of each message whether or not the subscriber had not initially objected to the use.
- 25.4 All automated direct-marketing schemes to be used shall be based on an opt in/opt out principle, in which potential subscribers shall be accorded the opportunity to accept or reject inclusion in a marketer's mailing list.
- 25.5 A Consumer who does not wish to receive unsolicited communications should register with the service provider prior to the receipt of any such communication. A consumer who wishes to opt out and cease receiving messages under discussion shall be allowed to do so at any point in time.
- 25.6 The following rules shall apply to promotional SMS messages:-
- i. No promotional SMS messages(s) will be transmitted between 20:00 hours and 07:00 hours.
 - ii. Only one promotional message will be transmitted per day
 - iii. All promotional messages will be based on opt in/opt out principle in order to allow consumers choice to opt in /opt out of a promotion without incurring costs.
Provided that:
 - (i). Consumers who have contracts with other third parties like financial institutions will continue receiving SMS messages as stipulated in the contract.
 - (ii). Educational, outages, emergency and awareness messages will be transmitted to consumers without any restrictions.

26.0 EMERGENCY SERVICES

- 26.1 A licensee shall provide free access to emergency safety and assistance services in the manner determined by the Authority from time to time, in accordance with the written laws and international standards in force.
- 26.2 A licensee shall permit calls to national emergency numbers free of charge.
- 26.3 A licensee shall, where technically possible, forward any useful personal data to the designated emergency services providers upon connecting emergency calls.
- 26.4
- 26.5

27.0 ADHERENCE TO CONSUMER PROTECTION GUIDELINES

A Licensee shall:-

- (a). Publicise procedures contained in these guidelines to their employees and their agents;
- (b). Develop appropriate procedures or programmes to educate employees regarding guideline compliance issues ;and
- (c). Implement appropriate structures and practices to monitor compliance to the provisions of the guidelines.

28.0 OFFENCES AND PENALTY

In terms of section 79(1) of the ICT Act No. 15 of 2009, a person who contravenes or fails to comply with a provision of these guidelines commits an offence and is liable, upon conviction, for each such breach, to a fine not exceeding seventy thousand penalty units or to imprisonment for a period not exceeding six months, or to both, and forty thousand penalty units for each day of continued default.



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